SUPPLEMENTAL AGENDA

September 27, 2011

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

ITEM TO BE ADDED TO THE REGULAR AGENDA

- *Present a retirement memento to Ed Kennedy after 27 years of service with the Alachua County Department of Public Safety, per Kim Baldry* ***(to follow item # 6)***

ITEM TO BE ADDED TO THE CONSENT AGENDA

- *Request approval of increase in Health Insurance budget for an increase in payouts for health care claims and annual OPEB contribution, per Manager Reid* ***(at end of Support Services Group, after Item # 59)***

ITEM TO BE PULLED FROM THE AGENDA

- ***Item # 30:*** *ZOX-02-11: A request for a special exception to allow an internet center in a 'BH' (Business/Highway) district on approximately one acre, withdrawn by the applicant (letter attached)*

- ***Item # 86:*** *WCA Solid Waste: Commercial Franchise Application with WCA of Central Florida, Inc., (revising contract), per Rick Hedrick*

ITEMS TO BE MOVED FROM THE CONSENT TO THE REGULAR AGENDA

- **Item #52** –issue of court service lease space – Why not cheaper space?, per Commissioner Baird **(to follow Item # 13)**

- **Item #53** – HVAC – Would like specific details on how replacements are being scheduled and is it condition of HVAC equipment verses energy requiring these to be fixed now? per Commissioner Baird **(to follow Item # 52 above)**

- **Item #59** – What are we going to do for Supervisors long-term relocation and is there cheaper space than her multiple buildings? per Commissioner Baird **(to follow Item # 53 above)**

- **Items # 81 and #83:** NSP issues: What is logic, why Pilot Forest and costs and benefits for these projects, per Commissioner Baird **(both to follow Item # 15)**

Alachua County Florida
A Proclamation

Declaring "Fire Prevention Week" in Alachua County, Florida

Whereas, *the Alachua County Board of County Commission and employees are committed to ensuring the safety and security of all those living in and visiting our county; and*

Whereas, *fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and*

Whereas, *home fires killed more than 2,500 people in the United States in 2009, and fire departments in the United States responded to more than 360,000 home fires; and in 2010, Alachua County responded to 124 home fires resulting in 3 civilian deaths; and*

Whereas, *cooking equipment, heating equipment, electrical equipment, and smoking materials are among the leading causes of all reported home fires; and home candle fires are reported to a US fire department every 30 minutes, on average; and*

Whereas, *working smoke alarms cut the chance of dying in a reported fire in half; and automatic fire sprinkler systems cut the risk of dying in a home fire by about 80%; and*

Whereas, *the 2011 Fire Prevention Week theme,* ***"It's Fire Prevention Week; Protect your Family from Fire!"*** *effectively serves to remind us all of the simple actions we can take to keep our homes and families safe from fire during Fire Prevention Week and year-round.*

Now, therefore, ***through the authority vested in me by the Board of County Commissioners of Alachua County, Florida, I do hereby proclaim October 9 - 15, 2011 as "Fire Prevention Week" in Alachua County, Florida.***

Duly proclaimed this 27th day of September, A.D., 2011.

BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair

ATTEST:

_____
J.K. Irby, Clerk

BOARD OF COUNTY COMMISSIONERS
OFFICIAL SEAL
ALACHUA COUNTY, FLORIDA

Alachua County Florida
A Proclamation

Declaring "National 4-H Week" in Alachua County, Florida

Whereas, *The Florida 4-H Program has been positively impacting children's lives since 1909 and has celebrated over 100 years of service. Its mission is to create a supportive environment where diverse youth and adults may reach their fullest potential; and*

Whereas, *4-H is an organization open to all children 5-18 years of age. 4-H reaches over 6 million youth nation wide, with the Alachua County 4-H Program boasting 2,300 members and over 172 volunteers; and*

Whereas, *the Alachua County 4-H Program is part of the Institute of Food and Agricultural Sciences (IFAS) at the University of Florida, and is a program where young people learn by doing through programs such as the Alachua County Youth Fair and 4-H Afterschool programs. 4-H members also participate in projects such as science and technology, consumer education, horticulture, aerospace, entomology, public speaking and animal sciences to develop leadership, citizenship and other life skills; and*

Whereas, *the Alachua County 4-H Program has been extremely active in different community service areas such as annual food drives during the holidays, collecting stamps to help fund habitat for humanity house construction, Heifer International, and many other community service projects; and*

Whereas, *the Alachua County Youth have excelled on a club, county, district, state and national level, with members participating in State 4-H Legislature, State Congress and the Southern Region Teen Leadership Forum, winning 1st place in both the State Dairy Quiz Bowl and the State Hippology contest. Members also earned trips to National 4-H events; and*

Whereas, *October 2 – 8, 2011, is National 4-H Week in Alachua County, Florida. Alachua County encourages the people of this community to take this opportunity to become more aware of this special program and to join us in recognizing the unique partnership between our city, our county and our University System.*

Now, therefore, through the authority vested in me by the Board of County Commissioners of Alachua County, Florida, I do hereby proclaim October 2 – 8, 2011 as "National 4-H Week" in Alachua County, Florida.

Duly proclaimed this 27th day of September, A.D., 2011.

BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair

BOARD OF COUNTY COMMISSIONERS OFFICIAL SEAL ALACHUA COUNTY, FLORIDA

ATTEST:

J.K. Irby, Clerk

Alachua County Florida
A Proclamation

Declaring "White Cane Safety Awareness Month" in Alachua County, Florida

Whereas, *the Alachua County Council of the Blind is a consumer advocacy membership organization for people who are blind and visually impaired; and*

Whereas, *the use of a guide dog or white cane is universally recognized as a mobility aide for the blind and visually impaired; and*

Whereas, *State of Florida Statute 316.1301, also known as "THE WHITE CANE LAW", requires that vehicles STOP when an individual with a guide dog or carrying a white cane is crossing a public street or highway; and*

Whereas, *October of each year has been nationally designated as "White Cane Safety Awareness Month; and*

Whereas, *it is the desire of the Alachua County Council of the Blind to make the public aware of "THE WHITE CANE LAW" and the necessity of its observance to assure the safety of individuals who are blind or visually impaired on Alachua County public streets.*

Now, therefore, through the authority vested in me by the Board of County Commissioners of Alachua County, Florida, I do hereby proclaim October, 2011 as "White Cane Safety Awareness Month" in Alachua County, Florida.

Duly proclaimed this 27th day of September, A.D., 2011.

BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair

ATTEST:

_____
J.K. Irby, Clerk



ALACHUA COUNTY COUNCIL
OF THE BLIND
PO BOX 5094
Gainesville, Fl 32627
Office:(352) 338-7951
FAX: (352) 378-5582
Email: accb.org@gmail.com

TIPS FOR HELPING THE BLIND
A Learners Permit for the Sighted

Compliled by the
Alachua County Council
Of the Blind

INTERACTING WITH A BLIND PERSON

I will remember that my attitude toward blindness is vitally important in establishing healthy relationships. I will use the words, "look," "see," "blind," etc. Avoidance of these words will only make a blind person self-conscious.

I will identify myself, by name, when meeting a blind person so that I do not give her the insecurity of wondering who I am. I will look directly at her when speaking. I will tell a blind person who else might be within speaking range, and I will announce when I'm leaving the presence of a blind person so she will not be embarrassed by speaking to no one.

I will offer a blind person my elbow for assistance in walking, staying about one step ahead so he can anticipate my movements. I will open a door, verbally indicating that it is opening out or in on the left or right, and the blind person I'm guiding will hold it open as we pass through. I will caution a blind person about obstacles in his path, ascending or descending stairs and curbs. I will offer assistance to a blind person in crossing streets even though she may have a cane or dog guide.

I will place the hand of a blind person on a door handle or the back or arm of a chair for his orientation.

I will allow a blind person the dignity of speaking for herself and discourage other people from talking through me, unless the blind person has a severe hearing loss. I will keep a blind person informed and aware of present circumstances.

I will assist a blind person at the dining table. Some appreciate clock face identification of food on a plate.

I will allow a blind person the courtesy of handling cash. A blind person can tell the difference in coins by touch, and identify paper money by various methods of folding.

For a free sample copy of DIALOGUE magazine or information about other publications offered, contact the Blindskills, Inc. office at:

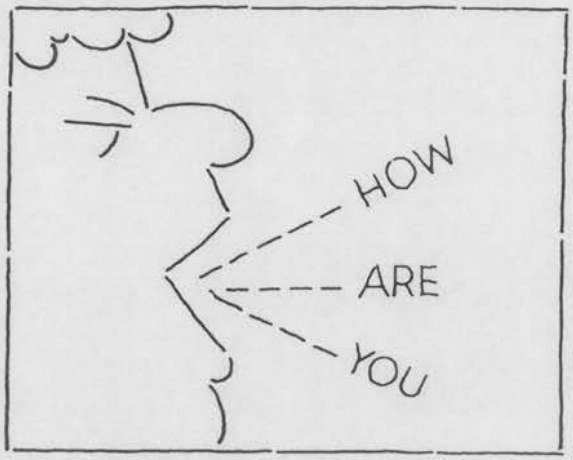
Blindskills, Inc.
P.O. Box 5181, Salem, OR 97304-0181;
Phone: 800-860-4224 or 503-581-4224;
E-mail: info@blindskills.com; Web site: www.blindskills.com.

Do introduce yourself.



Not everyone recognizes voices or remembers them.

Don't shout.



Visually impaired or blind does not mean deaf.

Don't leave a blind person talking to himself.



Let him know when you are leaving.

Don't use hand signals.



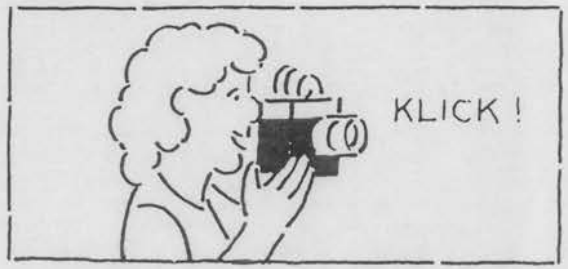
Blind people can't see waving or pointing hands.

Don't omit words like "See" or "Look"...



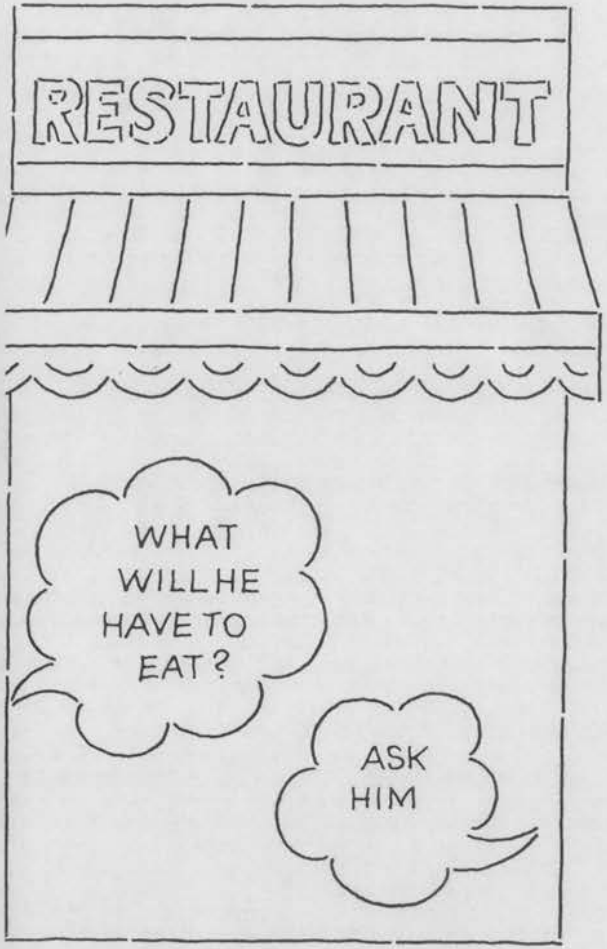
Visually Impaired or blind persons are not offended by these words and understand that these words are part of normal conversation.

Do feel free to photograph blind or visually impaired persons.



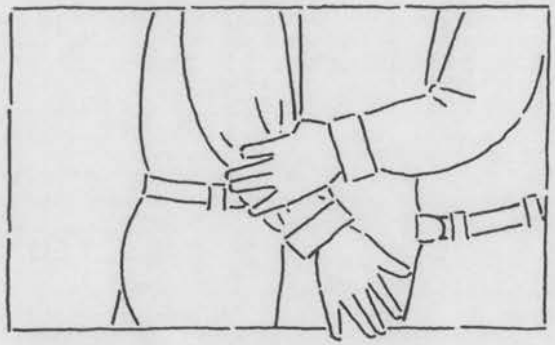
Everyone likes to capture special moments to save and show to others.

Do speak directly to a blind person.



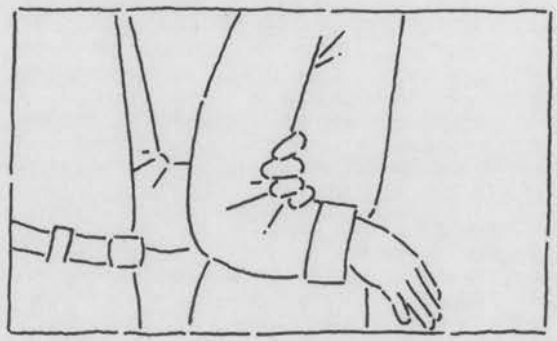
Don't speak to a family member or friend and ignore a blind person. He can speak for himself.

Don't push pull or grab a blind person.



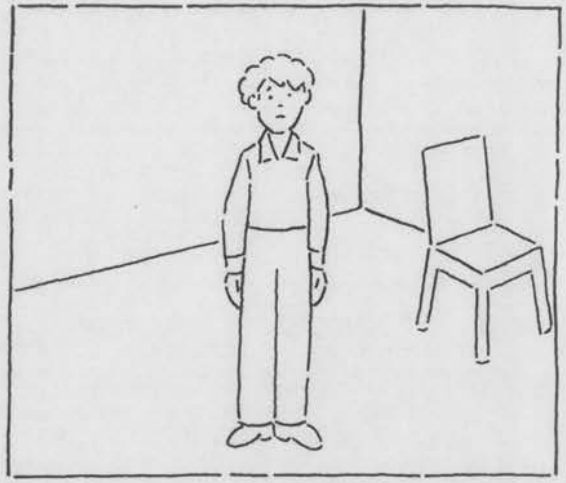
This can cause accidents and is often embarassing.

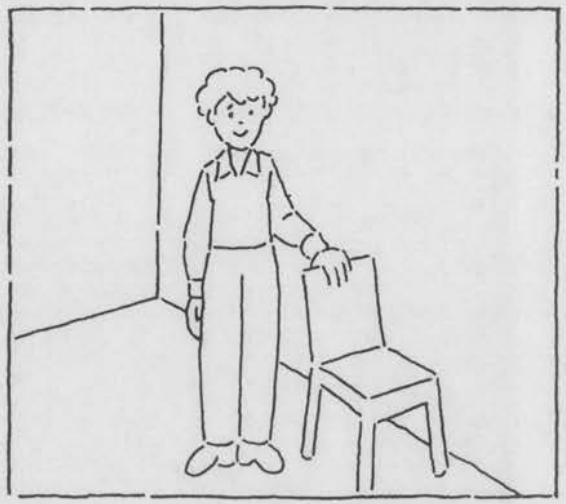
Do offer <u>your</u> arm for assistance.



A blind person would rather take your arm than have you take his arm.

Don't leave a blind person in open space.





This creates fear and confusion. Direct the person to a chair or other object.

The 2006 Florida Statutes
TITLE XXIII
MOTOR VEHICLES
CHAPTER 316
STATE UNIFORM TRAFFIC CONTROL
White Cane Laws

316.1301 Traffic regulations to assist blind persons.--

(1) It is unlawful for any person, unless totally or partially blind or otherwise incapacitated, while on any public street or highway, to carry in a raised or extended position a cane or walking stick which is white in color or white tipped with red. A person who is convicted of a violation of this subsection is guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.

(2) Whenever a pedestrian is crossing, or attempting to cross, a public street or highway, guided by a dog guide or carrying in a raised or extended position a cane or walking stick which is white in color or white tipped with red, the driver of every vehicle approaching the intersection or place where the pedestrian is attempting to cross shall bring his or her vehicle to a full stop before arriving at such intersection or place of crossing and, before proceeding, shall take such precautions as may be necessary to avoid injuring such pedestrian. A person who is convicted of a violation of this subsection is guilty of a moving violation punishable as provided in chapter 318.

(3) Nothing contained in this section shall be construed to deprive any totally or partially blind or otherwise incapacitated person not carrying such a cane or walking stick, or not being guided by a dog, of the rights and

privileges conferred by law upon pedestrians crossing streets or highways. The failure of any such person to carry a cane or walking stick or to be guided by a dog shall not be considered comparative negligence, nor shall such failure be admissible as evidence in the trial of any civil action with regard to negligence.

History.--ss. 1, 2, 3, 4, ch. 25269, 1949; s. 10, ch. 26484, 1951; s. 360, ch. 71-136; s. 18, ch. 77-259; s. 1, ch. 89-32; s. 1, ch. 92-296; s. 307, ch. 95-148; s. 6, ch. 95-327; s. 16, ch. 96-350.

Note.--Former s. 413.07.

316.1303 Traffic regulations to assist mobility-impaired persons.--Whenever a pedestrian is in the process of crossing a public street or highway and the pedestrian is mobility-impaired (using a guide dog or service animal designated as such with a visible means of identification, a walker, a crutch, an orthopedic cane, or a wheelchair), the driver of every vehicle approaching the intersection, as defined in s. 316.003(17), shall bring his or her vehicle to a full stop before arriving at such intersection and, before proceeding, shall take such precautions as may be necessary to avoid injuring such pedestrian. A person who is convicted of a violation of this section shall be punished as provided in s. 318.18(3).

History.--s. 2, ch. 89-32; s. 2, ch. 92-296; s. 308, ch. 95-148; s. 17, ch. 96-350; s. 1, ch. 2005-260.

Alachua County Florida
A Proclamation

Declaring "Beverly Crawford Day" in Alachua County, Florida

Whereas, *Beverly Crawford is a world renowned American gospel vocalist, songwriter and recording artist; and*

Whereas, *Beverly Crawford was born August 31, 1963, in Gainesville, Florida and graduated from Eastside High School; and*

Whereas, *Beverly Crawford is an award winning artist, and recently received her first Stellar Gospel Music Award; and*

Whereas, *Beverly Crawford has several well-known songs including: "Praise Jehovah", "Run to the Water", "He's Done Enough", "Choo Choo", and most recently "It's About Time for a Miracle"; and*

Whereas, *Beverly Crawford has given her time and talent with performances for Martin Luther King Commission of Florida and the 4A's early voting drive; and*

Whereas, *Beverly Crawford is co-pastor and founder of the Gainesville Family Worship Center with her husband Todd Crawford. They are sponsoring their 4th Annual Women's Conference September 21-24 at Ignite Family Center in Gainesville.*

Now, therefore, through the authority vested in me by the Board of County Commissioners of Alachua County, Florida, I do hereby proclaim September 23, 2011 as "Beverly Crawford Day" in Alachua County, Florida.

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

BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair

BOARD OF COUNTY COMMISSIONERS OFFICIAL SEAL ALACHUA COUNTY, FLORIDA

ATTEST:

_____
J.K. Irby, Clerk

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

AGENDA SECTION:	Community Outreach/Recognitions & Proclamations	ITEM #:

MEETING DATE:	DATE COMPLETED:	TIME CERTAIN:
September 27, 2011	September 16, 2011	

ITEM	Recognize Ed Kennedy's 27 years of service with the Department of Public Safety

REQUESTED BY:	ORIGINATING DEPARTMENT:	PREPARED BY:	Kim Baldry
Kim Baldry	Administrative Services/ Human Resources	PREPARER'S PHONE #:	X2125

DOCUMENT(S) REQUIRING ACTION:	NA	AMOUNT:

EXECUTIVE SUMMARY:
Present a retirement memento to Ed Kennedy after 27 years of service with the Alachua County Department of Public Safety.

BACKGROUND:
The County recognizes employees for major accomplishments, including achieving length of service milestones and upon retirement. In keeping with the Board's desire to recognize employees, it is requested that the Board present a memento to Ed Kennedy upon his retirement after 27 years of service.

ISSUES:
NA

Recommendation:	Present a retirement memento to Ed Kennedy after 27 years of service with the Alachua County Department of Public Safety
Alternative #1:	Do not present a retirement memento to Ed Kennedy after 27 years of service with the Alachua County Department of Public Safety

FISCAL IMPACT

Recommendation:	NA
Alternative #1:	NA
Funding Sources:	NA.
Account Code:	NA

ATTACHMENTS: NA

SUGGESTED REFERENCE MATERIAL: NA

DEPARTMENT DIRECTOR	OMB & CONTRACTS	AGENDA OFFICE	LEGAL	COUNTY MANAGER
9/16/11	9/21/11	for		9/21/11

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

REVISED December 14, 2001

Alachua County
Department of Administrative Services

Betty M. Baker, Administrative Services Director
Ron Akins, Administrative Support Manager
Kim Baldry, Human Resources Manager
Susannah Causier, Training Manager
Jacqueline Chung, Equal Opportunity Manager
Wade Gillingham, Risk Manager
Charlie Jackson, Facilities Manager
Larry Sapp, Purchasing Manager

MEMORANDUM

TO: Randall H. Reid, County Manager

FROM: Betty Baker, Administrative Services Director

RE: Absence from the Office

DATE: September 15, 2011

I will be out of the office Friday, September 16th through Wednesday, September 21st. In my absence, Larry Sapp, Purchasing Manager, will act on my behalf and will have full signature authority.

If you need assistance, please do not hesitate to contact my assistant, Erika at (352) 374-5220.

Thank you.

BB/ec

cc: Richelle Sucara, Deputy County Manager
Rick Drummond, Assistant County Manager
Dave Wagner, County Attorney
Todd Hutchinson, Finance and Accounting Director
Department Directors
Administrative Services Division Managers

12 S.E. 1st Street ■ P.O. Box 1467 ■ Gainesville, Florida 32602-1467 ■

Tel. (352) 374-5219 ■ Suncom 651-5219 ■ Fax (352) 374-5233 ■ TDD (352) 491-4431

Email: Betty M. Baker - bbaker@alachuacounty.us

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

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

AGENDA SECTION:	Consent/ County Manager SSG	ITEM #:
MEETING DATE: 9/27/2011	DATE COMPLETED: 9/15/2011	TIME CERTAIN: NO
ITEM DESCRIPTION:	Request approval of increase Health Insurance budget for an increase in payouts for health care claims and annual OPEB contribution (Amended)	
REQUESTED BY: Wade F. Gillingham	ORIGINATING DEPARTMENT: Admin. Svcs/ Risk Mgt.	PREPARED BY: Wade F. Gillingham PREPARER=S PHONE #: 374-5297
DOCUMENT(S) REQUIRING ACTION:	Budget Amendment	AMOUNT: $1,400,000.00

EXECUTIVE SUMMARY: Increase to the Health Insurance Fund by $1,400,000. The funding source will be the health Insurance Fund Appropriated Reserves. This amount is needed to increase the budget for medical claims amounting to an additional $900,000 and for our Other Post Employment Benefits (OPEB) contribution in the amount of $500,000.

BACKGROUND: Annually Risk Management presents health insurance renewal options for consideration to the County's Self Insurance Review Committee pursuant to the County Ordinance 06-11. The Self Insurance Committee then makes a final recommendation for the Board of County Commissions review and approval.

When setting the health insurance premium contributions for FY10/11 the Self Insurance Committee recommended and the Board approved at it's regulary scheduled meeting on May 5, 2010 a blended rate increase of 5% which was 3% less than actuarially recommended to fund the program. The Board also approved on May 5, 2010, the Self Insurance Review Committee's recommendation to utilize year end retained earnings to financially stablize the program for FY10/11 if needed.
It is now estimated that an additonal $900,000 will be needed to fund FY10/11 year end medical claims and approximately $500,000 will be needed for our annual OPEB contribution.

ISSUES: Alachua County has a self funded health insurance program offering health insurance coverage to County employees including employees of the Alachua County Library District and Constitutional Officers

ACTION

Recommendation:	Approve the budget amendment using Health Insurance Appropriated Reserves to increase the FY11 Health Insurance Fund.
Alternative #1:	Do not approve budget amendment.

FISCAL IMPACT

Recommendation:	$1,400,000
Alternative #1:	Unfunded health claims and OPEB funding obligation
Funding Sources:	Health Insurance Fund Reserves
Account Code:	507-0490-590.99-20

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

ATTACHMENTS: Budget Amendment, Reserve Spreadsheet

SUGGESTED REFERENCE MATERIAL:

DEPARTMENT DIRECTOR	OMB & CONTRACTS	AGENDA OFFICE	LEGAL	COUNTY MANAGER
for B. Beck 9/14/2011				9/16/11

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

REVISED: February 6, 2004

Alachua County
Department of Administrative Services

Betty M. Baker, Administrative Services Director
Ron Akins, Administrative Support Manager
Kim Baldry, Human Resources Manager
Susannah Causier, Training Manager
Jacqueline Chung, Equal Opportunity Manager
Wade Gillingham, Risk Manager
Charlie Jackson, Facilities Manager
Larry Sapp, Purchasing Manager

MEMORANDUM

TO: Randall H. Reid, County Manager

FROM: Betty Baker, Administrative Services Director

RE: Absence from the Office

DATE: September 15, 2011

I will be out of the office Friday, September 16th through Wednesday, September 21st. In my absence, Larry Sapp, Purchasing Manager, will act on my behalf and will have full signature authority.

If you need assistance, please do not hesitate to contact my assistant, Erika at (352) 374-5220.

Thank you.

BB/ec

cc: Richelle Sucara, Deputy County Manager
Rick Drummond, Assistant County Manager
Dave Wagner, County Attorney
Todd Hutchinson, Finance and Accounting Director
Department Directors
Administrative Services Division Managers

12 S.E. 1st Street ■ P.O. Box 1467 ■ Gainesville, Florida 32602-1467 ■

Tel. (352) 374-5219 ■ Suncom 651-5219 ■ Fax (352) 374-5233 ■ TDD (352) 491-4431

Email: Betty M. Baker - bbaker@alachuacounty.us

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

ALACHUA COUNTY, BOARD OF COUNTY COMMISSIONERS
BUDGET AMENDMENT

FOR OMB USE ONLY	
OMB REFERENCE #	BC11-252
GROUP NUMBER	7387
PERIOD/DATE	12/2011

#	FUND NAME	DEPARTMENT NAME	ACCOUNT NAME	ACCOUNT NUMBER	REVENUES (+/-)	EXPENSES (+/-)
1	Health Insurance	Special Expense	Other Uses	507 - 0490 - 590 . 99 - 20		(1,400,000)
2	Health Insurance	Special Expense	Self-Insurance Health Fund	507 - 0490 - 519 . 37 - 03		900,000
3	Health Insurance	Special Expense	Other Curr Chgs & Oblig	507 - 0490 - 519 . 49 - 82		500,000
4				- - . -		
5				- - . -		
6				- - . -		
7				- - . -		
8				- - . -		
9				- - . -		
10				- - . -		
11				- - . -		
12				- - . -		
13				- - . -		
14				- - . -		
15				- - . -		
16				- - . -		
17				- - . -		
18				- - . -		
19				- - . -		
20				- - . -		
21				- - . -		
22				- - . -		
					0	0
				COMBINED TOTAL		0

USE WHOLE DOLLARS ONLY.

PERFORMANCE RESULTS: Increase budget for increase in health claims payout and OPEB Contribution

PREPARED BY:

JB
ANALYST

2011 SEP 29 AM 8 12
CLERK OF CIRCUIT COURT
FINANCE & ACCOUNTING

L. Sapp for B. Baker 9/16/2011
ELECTED OFFICIAL OR DEPARTMENT HEAD

Suzanne Gibson
DIRECTOR - OFFICE OF MANAGEMENT AND BUDGET

CHAIR OR COUNTY MANAGER

Updated by OMB November 2006

Alachua County Board of County Commissioners
Reserves: Health Insurance
FY11
507-0490-590.99-20

Item Description	Department/ Constitutional Office	Date Approved	Pending Approval	Amount	Reserve Balance
Budgeted Beginning Balance					$ 5,047,721
Unanticipated claims	Risk Management		9/27/2011	(900,000)	$ 4,147,721
OPEB requirement	Finance & Accounting		9/27/2011	(500,000)	$ 3,647,721

Alachua County
Department of Administrative Services

Betty M. Baker, Administrative Services Director
Ron Akins, Administrative Support Manager
Kim Baldry, Human Resources Manager
Susannah Causier, Training Manager
Jacqueline Chung, Equal Opportunity Manager
Wade Gillingham, Risk Manager
Charlie Jackson, Facilities Manager
Larry Sapp, Purchasing Manager

MEMORANDUM

TO: Randall H. Reid, County Manager

FROM: Betty Baker, Administrative Services Director

RE: Absence from the Office

DATE: September 15, 2011

I will be out of the office Friday, September 16th through Wednesday, September 21st. In my absence, Larry Sapp, Purchasing Manager, will act on my behalf and will have full signature authority.

If you need assistance, please do not hesitate to contact my assistant, Erika at (352) 374-5220.

Thank you.

BB/ec

cc: Richelle Sucara, Deputy County Manager
Rick Drummond, Assistant County Manager
Dave Wagner, County Attorney
Todd Hutchinson, Finance and Accounting Director
Department Directors
Administrative Services Division Managers

12 S.E. 1st Street ■ P.O. Box 1467 ■ Gainesville, Florida 32602-1467 ■

Tel. (352) 374-5219 ■ Suncom 651-5219 ■ Fax (352) 374-5233 ■ TDD (352) 491-4431

Email: Betty M. Baker - bbaker@alachuacounty.us

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

RAkins

SEP 08 2011

COUNTY MANAGER

Alachua County
Department of Administrative Services

Betty M. Baker, Administrative Services Director
Ron Akins, Administrative Support Manager
Kim Baldry, Human Resources Manager
Susannah Causier, Training Manager
Wade Gillingham, Risk Manager
Charlie Jackson, Facilities Manager
Jacque Chung, Equal Opportunity Manager
Larry Sapp, Purchasing Manager

September 2, 2011

To: Randall H. Reid
County Manager

Via: Betty M. Baker
Administrative Services Director

From: Ron Akins
Administrative Support Manager

Subject: Request use of Health Insurance Appropriated Reserves

Staff has consulted with the Office of Management and Budget as well as Finance and Accounting and is requesting permission to submit an agenda item to the Board of County Commissioners for consideration of the use of $1,400,000 from Health Insurance Appropriated Reserves. This amount is needed to increase the budget for medical claims payout and the Other Post Employment Benefits (OPEB) contribution. The Board previously agreed to pay the annual OPEB contribution out of Fund Balance.

I respectfully ask for your consideration.

Suzanne Gable 9/13/11

Suzanne Gable ,OMB Director

12 S. E. 1st Street, 3rd Floor ■ P.O. Box 1467 ■ Gainesville, Florida 32602-1467 ■

Tel. (352) 374-5219 ■ Fax (352) 374-5233

Email: Betty M. Baker - bbaker@alachuacounty.us

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

Mathis & Murphy, P.A.

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ALEXANDRIA V. HILL, ESQUIRE
avita@mathislaw.net

MIRIAM S. WILKINSON, ESQUIRE
mwilkinson@mathislaw.net

September 21, 2011

Jerry Brewington, Senior Planner
Department of Growth, Alachua County
10 SW 2nd Avenue, Third Floor
Gainesville, FL 32601

RECEIVED
9/22/11
AC. Growth Mgmt.

RE: Allied Veterans of the World, Inc.: Affiliate 85
Application for Special Exception No.: Z0X-02-11
Our File No.: 264.81

Dear Mr. Brewington:

This letter shall serve as notification that Allied Veterans of the World, Inc.: Affiliate 85 is hereby withdrawing its Application for Special Exception No. Z0X-02-11 as of today, September 21, 2011.

If you have any questions or concerns please do not hesitate to contact me directly.

Sincere Regards,

Alexandria V. Hill

AVH/rw

cc: Steve Lachnicht, AICP, Director

Alachua County eAgenda

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS

September 27, 2011 Regular BoCC Meeting
Agenda Item #5

Title
AM Public Comments

Amount
N/A

Description
Public Comments

Recommendation
Hear Public Comments

Alternative(s)
N/A

Requested By
Randall H. Reid

Originating Department
County Manager

Attachment(s) Description
N/A

Documents Requiring Action
N/A

Executive Summary
N/A

Background
N/A

Issues
N/A

Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

Funding Sources
N/A

Account Code(s)
N/A

A RESOLUTION OF THE ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS OPPOSING SENATE BILL 550 REQUIRING MANDATORY SEPTIC TANK INSPECTIONS AND IMPROVEMENTS

WHEREAS, Senate Bill 550 requires all 2.3 million septic tank owners, regardless of location, to have mandatory inspections by private contractors every five years at a cost averaging $500.00: and

WHEREAS, homeowners that fail to comply could face fines up to $500.00 a day: and

WHEREAS, the inspection could lead to forced septic system replacements, which by some estimates, can run as high as $14,000.00: and

WHEREAS, because Alachua County is a rural area, most Alachua County citizens have septic tanks: and

WHEREAS, Alachua County is considered a fiscally constrained county: and

WHEREAS, the current economic conditions of the nation, state and county are depressed: and

WHEREAS, many Alachua County citizens do not have the financial ability to pay for the septic tank inspections and mandatory septic tank improvements: and

WHEREAS, the original purpose of Senate Bill 550 was to protect springs that are located in close proximity to septic tanks: and

WHEREAS, Senate Bill 550 is now far overreaching to include all septic tanks regardless of their location.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commssioners of Alachus County, Florida, as follows.

1. That the Alachua County Board of County Commissioners expresses its opposition to the implementation of the new septic tank maintenance and inspection requirements outside of springs area.
2. The Alachua County Commission requests that the Governor and Department of Health delay the implementation of the new septic tank maintenance and inspection requirements until the legislature has an opportunity to reconsider this ill-advised legislation.
3. This Resolution shall be effective upon adoption.

September 27, 2011 Regular BoCC Meeting
Agenda Item #8

Title
Human Rights Advisory Board Appointment

Amount
N/A

Description
Consider the appointment of one citizen to the Human Rights Advisory Board (formally known as the Fair Housing/Human Rights Board).

Recommendation
Appoint one to the Attorney position on the Human Rights Board, formally known as the Fair Housing/Human Rights Board, to a term ending June 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; membership roster; application.

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 four vacancies on this Board and one citizen has applied. Attorney – appoint one to a term ending June 2014: 1) Aaron J. Kelley

Issues
This position has been advertised for at least three 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 Attendance.pdf
Attachment: KelleyA Attorney.pdf
Attachment: FHHR Tally Sheet.pdf
Attachment: Fair Housing Human Rights 08 23 11.pdf

COMMITTEE: Human Rights Board **09/27/11**

APPLICANTS	BAIRD	BYERLY	DeLANEY	LONG	PINKOSON
Attorney – appoint one to a term ending June 2014:					
Aaron J. Kelley					

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: 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: 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
Prentiss Nelson Appt Date: 8/23/2011 Previous member: Baker , Ms. Jessica C Category: Citizen-at-Large	1246 NE 16th Place Gainesville, FL 32609 (h)(352) 514-6417 (w)(352) 682-4872 prentissnelson@yahoo.com	6/30/2014	1	County
Lynn Rousseau Appt Date: 8/23/2011 Previous member: Baker , Ms. Jessica C - Resignation Category: Citizens Disability Advisory Committee Representative	1621 NW 103rd Terrace Gainesville, FL 32606 (h)(352) 331-9808 west6272@aol.com	6/30/2014	1	County
Vinay Raj Appt Date: 8/23/2011 Previous member: Brunner, Mr. John - Resignation Category: Lending Institution Representative	2488 Forest Way Gainesville, FL 32605 (h)(352) 371-7954 (w)(352) 371-7954 Vraj1@cox.net	6/30/2014	3	County

Report Date: 8/23/2011 @ 10:58 AM

Attendance Report for the last 6 meetings.

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]

Alachua County Board of Commissioners
Advisory Board Coordinator
PO Box 2877
Gainesville, FL 32602-2877
Telephone: 264-6904, FAX: 338-7363
Confirmation #:3526

Name of Advisory Board/Committee:
Human Rights Board

Applying For:
Attorney

First Name:
Aaron

Middle Initial:
J

Last Name:
Kelley

Suffix:

Address:
4400 NW 39th Ave, #342

City:
Gainesville

Zip Code:
32606

E-Mail Address:
aaronk13@gmail.com

Home Phone:
(209) 747-0629

Work Phone:
(386) 227-6613

Ext:

Occupation:
Lawyer

Place of Employment
Gainesville Public Defender's Office

Education:

Following High School, I attended college at the University of California Berkeley. I received a BA in Economics with a minor in City & Regional Planning. I then attended law school and received my JD from the University of Florida Levin College of Law.

Professional Organizations:

Besides being a member of the Florida Bar, I am also a member of the Eighth Judicial Bar Association, the Young Lawyers Division, and a member of the Gerald T. Bennett Inn of Court. The Bar association focuses on professional development, education, community development, community service, and more. The Gerald T. Bennett Inn of Court is a joint organization bringing local lawyers, Judges, and Law Students together with a particular focus in the integration of technology within the legal field.

Age (60 and over):

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

White

Are you a resident of Alachua County?

Yes

If yes, how long?

4 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:

I have not worked for the government or held an elected position, so I can't talk about civic accomplishments in my life just yet. In my profession and education, though, I have had some accomplishments and honors that I'm really proud of. Getting into, and through, law school and then passing the Florida Bar to become an attorney was obviously a big accomplishment for me. I've also been honored to receive a number of awards for academics and in organizations that I belonged to; including top awards in classes like trial practice and gender & the law, outstanding graduate, and elected to serve Vice-President of the University of Florida Law School Trial Team. Then, while working for a private attorney here in Gainesville for a while and then with the Public Defender's office, I'm able to see a lot of mini accomplishments in helping individuals who are going through really tough and scary times in their lives. I certainly can't say it happens every day or often, but there are times where I can see some of my efforts really impact someone's life and hopefully even change it for the better; and I get more

honor out of that than any award I may receive. That, I believe, is also why I am applying for a position like this as well; to do what I can to help improve the quality of life for those in my community and those who may need it the most.

Training or Experience Related to the Appointment:

While I have never served on an advisory board before, I think the experience I have will allow me to serve well in this appointment. Part of getting a minor in City & Regional Planning at UC Berkeley, meant getting involved and studying the local government committees and boards. I personally spent a lot of time attending the Rent Stabilization board for the City of Berkeley (Berkeley is a rent controlled city) which gave me an insight into how a city commission board functioned and the impact they can have on those they serve. Then, going through law school and working as an attorney on a daily basis give me the training to take on a wide variety of tasks or issues that may arise. Especially looking into the legality of issues or the current status of the law with a certain issue, often times gets into grey areas that need additional research and analysis. Legal work has given me the ability to analyze and research issues as they come up and report on any findings. Combined with other experiences and education, I feel that this training and experience will help me to serve well in this appointment.

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

I think the basics that I would bring are really hard work, dedication, and passion. I have taken advantage of many opportunities in my life and with each one I have given one hundred percent dedication. If I am given this opportunity as well I will give everything I can to make it as successful and beneficial as possible. I have also worked hard to get where I'm at today and would bring that same hard work to this board. Whether that is additional meetings, additional preparation prior to each scheduled meeting, or taking on additional tasks, I will do so happily. Finally, starting in my college years I began to realize some of the privileges I had in life compared to others around me. I started developing a passion for giving back whenever I could and assisting whenever possible. I have worked with habitat for humanity, counseling victims of sexual assault/sexual violence at a Family Violence Law Center, organized walk teams for the cure for Breast Cancer, tutored students from Kindergarten through high school, initiated and co-developed a practicing inclusion training seminar that's still being used at UC Berkeley, given talks on gender equality, and now I have a career in providing legal services for those individuals who need it the most but cannot afford it. So, my passion for giving back and helping where I can, I think, would also serve well on the human rights 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

September 27, 2011 Regular BoCC Meeting
Agenda Item #9

Title
Affordable Housing Advisory Committee Appointment

Amount
N/A

Description
Consider the appointment of one citizen to the Affordable Housing Advisory Committee.

Recommendation
Appoint one citizen to the 'Represents essential services personnel' position on the Affordable Housing Advisory Committee, to a partial term ending June 2012 followed by a full term ending June 2016.

Alternative(s)
Continue to advertise the position

Requested By
Mary Lowry, X6904

Originating Department
County Manager's Office

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

Documents Requiring Action
N/A

Executive Summary
The Affordable Housing Advisory Committee evaluates local government policies and procedures and recommends specific actions to encourage affordable housing. The committee has five vacant positions and one applicant has applied.

Background
The Affordable Housing Advisory Committee was created by Resolution at the meeting of the Board of County Commissioners on May 13th, 2008. The board is statutorily required for the administration of SHIP funds, and also administers the CDBG program. Represents essential services personnel - partial term ending June 2012 followed by a full term ending 2016: 1) Kent Malone

Issues
N/A

Fiscal Recommendation
N/A

Fiscal Alternative(s)

N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachment: Affordable Housing Roster 09 13 11.pdf
Attachment: AHAC Tally Sheet.pdf
Attachment: AHAC Attendance.pdf
Attachment: MaloneK AC Resident with resume.pdf

COMMITTEE: Affordable Housing Advisory Committee **09/27/11**

APPLICANTS	BAIRD	BYERLY	DeLANEY	LONG	PINKOSON
Represents essential services personnel – appoint one to a partial term ending June 2012 followed by a full term ending June 2016:					
Kent Malone					

Affordable Housing Advisory Committee STAFF: Karen Johnson - (352) 264-7013				4 year terms
NAME/MEMBERSHIP CATEGORY	**ADDRESS/PHONE NUMBER**	**DATE TERM EXPIRES**	**TERM CURRENTLY SERVING**	**APPOINTED BY**
VACANT Appt Date: 7/1/2008 Previous member: Conroy, Mr. Michael - Removal for Attendance 10/14/2009 Category: Actively engaged as a for-profit provider of affordable housing		6/30/2014		County
VACANT Appt Date: 7/1/2008 Previous member: Monahan, Gail - Removal for Attendance 10/15/2009 Category: Actively engaged as a not-for-profit provider of affordable housing		6/30/2015		County
VACANT Appt Date: 8/26/2008 Previous member: Hancock, Mr. Joe - Removal for Attendance 1/24/2011 Category: Alternate		6/30/2012		County
VACANT Appt Date: 4/27/2010 Previous member: Jourdan , Dawn E - Removal for Attendance 9/12/2011 Category: Represents essential services personnel		6/30/2012		County
VACANT Appt Date: 7/1/2008 Previous member: Wasdo, Shaun M - Removal for Attendance 1/24/2011 Category: Represents laborers actively engaged in residential affordable housing construction		6/30/2012		County
Darlene Pifalo Appt Date: 9/13/2011 Previous member: Category: Actively engaged as a realtor in connection with affordable housing	1035 NW 41st Drive Gainesville, FL 32605 (h)(352) 377-1234 (w)(352) 377-6666 darlene@darleneandlucky.com	6/30/2015	2	County
Virginia E McCormac Appt Date: 9/13/2011 Previous member: Brunner, Mr. John - Resignation Category: Actively engaged in the banking or mortgage industry in connection with affordable housing	3600 NW 43rd St E-1 Gainsville, 32606 (h)(352) 375-6869 (w)(877) 727-5925 vmccormac@firstam.com	6/30/2015	1	County
Kara E Sutton Appt Date: 9/13/2011 Previous member: Flanagan, Tim J - Resignation Category: Actively engaged in the residential home building industry in	6525 SW 74th Drive Gainesville, 32608 (w)(352) 318-9864 kara@suttonfamilyhomes.com	6/30/2012	1	County

connection with affordable housing				
K Richard Blount Appt Date: 7/1/2010 Previous member: Lee, Patricia J - Removal for Attendance Category: Advocate for low-income persons in connection with affordable housing	401 SE 6th Terrace Gainesville, FL 32601 (h)(352) 278-8510 (w)(352) 382-9880 tanacabana@yahoo.com	6/30/2014	1	County
Jessica L Cowart Appt Date: 9/13/2011 Previous member: Selph , Terrance W - Resignation Category: Alachua County Resident	11772 SW 168th Drive Archer, 32618 (h)(352) 318-4464 (w)(352) 505-0555 jlawcowart@gmail.com	6/30/2014	1	County
VACANT Appt Date: 7/1/2011 Previous member: Don Davis - Continues to serve Category: Represents employers within the County	3509 N.W. 53rd Terr Gainesville, FL 32606 (h)(352) 373-3211 (w)(352) 548-4770 davis.don@ccbg.com	6/30/2015	1	County
Susan McQuillan Appt Date: 11/9/2010 Previous member: Salafrio , Mr. Carl L Category: Serves on the local planning agency	12516 SW 9th Avenue Newberry, FL 32669 (h)(352) 331-1008 (w)(352) 359-2409 susan.mcquillan@prudentialtrend.com	6/30/2014	1	County
Report Date: 9/13/2011 @ 1:39 PM				

Affordable Housing Advisory Committee
Staff Liaison: Karen Johnson

Member	Position	Mbr Start	Mbr End	2/24/2011 4:00 PM	2/26/2011 4:00 PM	3/24/2011 4:00 PM	4/28/2011 4:00 PM	5/26/2011 4:00 PM	6/23/2011 4:00 PM	7/21/2011 4:00 PM	Meetings Attended
Blount , Mr. K Richard	Advocate for low-income persons in connection with affordable housing	7/1/2010	6/30/2014	P	A	A	C	P	P	P	4 of 6
Davis, Mr. Don	Represents employers within the County	7/1/2008	6/30/2011	P	P	P	C	P	P	A	5 of 6
Jourdan , Dawn E	Represents essential services personnel	4/27/2010	6/30/2012	A	A	P	C	P	A	A	2 of 6
McQuillan , Susan	Serves on the local planning agency	11/9/2010	6/30/2014	P	P	P	C	P	P	P	6 of 6
Pifalo , Darlene	Actively engaged as a realtor in connection with affordable housing	7/1/2008	6/30/2011	P	P	P	C	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 #:3523

Name of Advisory Board/Committee:
Affordable Housing Advisory Committee

Applying For:
Alachua County Resident

First Name:
Kent

Middle Initial:

Last Name:
Malone

Suffix:

Address:
PO Box 117168

City:
Gainesville

Zip Code:
32611-7168

E-Mail Address:
kmalone@ufl.edu

Home Phone:

Work Phone:
352-392-0138

Ext:

Occupation:
UF Faculty

Place of Employment
UF Warrington College of Business Administration

Education:

MSRE, MSBC, PhD

Professional Organizations:

Urban Land Institute,
American Real Estate Society,
International Council of Shopping Centers

Age (60 and over):

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

White

Are you a resident of Alachua County?

Yes

If yes, how long?

8 years

If no, what county?

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

No

If yes, please list board(s):

Civic and Professional Accomplishments/Honors:

Training or Experience Related to the Appointment:

Lecturer of Real Estate Principles, Finance and Investment Decision-Making, Lecturer of Construction and Development, Licensed R.E. Broker, Licensed R.E. Instructor (for licensing candidates), formerly Licensed Mortgage Broker. I can submit a resume and academic vita, if requested or required.

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

Added dimension of diversity, experience and a considered rationale for pluralistic thinking and informed decision-making.

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

E. Kent Malone

EDUCATION

University of Florida, *College of Design, Construction and Planning*
Ph.D. in Construction Management, Expected Graduation, Summer 2010

University of Florida, *Rinker School of Building Construction*
Master of Science in Building Construction, May 2007

University of Florida, *Warrington College of Business Administration*
Master of Science in Real Estate, May 2004

University of Florida, *College of Liberal Arts and Sciences*
Bachelor of Arts in Human Communication Processes, May 1992
(Minor emphases in Business Administration and Real Estate)

DISSERTATION

"Organizational Commitment and Work/Life Balance for Women in Construction"

EXPERIENCE

Industry Education Administrator March 2004 to Present
UF Bergstrom Center for Real Estate Studies, Gainesville, Florida

- Course designer and instructor
  - Developed a non-credit comprehensive, interactive online version of FREC Course I (Florida Real Estate Sales Associate Pre-Licensing Course)
  - Maintain student correspondence for rolling enrollments in excess of 250 students
- Course administrator
  - Coordinate and maintain state approval and permit renewals for the course
  - Oversee course administration, maintenance and promotion
  - Assist students with state licensing information and exam protocol

Real Estate Broker-Associate December 1992 – December 2002
Hofacker and Associates, Inc., St. Petersburg, Florida

- Broker-qualified commercial sales associate
- Specialized in multi-family, investment, and commercial property sales

Real Estate Instructor May 1994 – December 2002
Bob Hogue School of Real Estate, St. Petersburg, Florida

- Developed coursework and materials for state-approved real estate courses
- Taught over 4,000 students in five types of courses
  - 63-hour Sales Associate Pre-Licensing course (FREC Course I)
  - 45-hour Sales Associate Post Licensing Course
  - 72-hour Broker Pre-Licensing Course (FREC Course II)
  - 60-hour Broker Post Licensing Course

Mortgage Broker November 2001 – December 2002
Lighthouse Mortgage, Inc., St. Petersburg, Florida
- Coordinated new recruit training program for newly founded mortgage company
- Originated residential mortgage loans

RELATED EXPERIENCE

Real Estate Development January 1998 – November 2003
- Purchased, extensively renovated and sold more than 10 homes
- Managed work crews, coordinated financing, budgeting, scheduling and marketing
- Acted as general contractor for construction of a new two-story residence

TEACHING EXPERIENCE (College Level)

University of Florida, *Rinker School of Building Construction*
- Professional Communication in Building Construction (ENC 3254 – three credits)
  - Served as course TA, Spring 2007
  - Instructor, Fall 2008 - present
- Real Estate Transactions for Homebuilders (BCN 4770 – four credits)
  - Instructor, Fall 2004 and Fall 2005
- Special Topics in Building Construction (BCN 4905)
  - Provided specialized coursework for two students in the "Residential Tract", Fall 2007
  - Required course deliverables were based on an analysis of a new development phase in an existing subdivision, from site clearing to C. O.

University of Florida, *Warrington College of Business Administration*
- Real Estate Analysis (REE 3043 – four credits)
  - Electronic platform course with 200 – 400 students per semester
  - Served as course TA, Spring 2004 – Spring 2005
  - Instructor, Spring 2008 – present

Santa Fe Community College, *Business Technologies Department,* Gainesville, Florida
- Real Estate Principles Practices, and Laws (REE 2040 – four credits)
  - Instructor, Fall 2007 – present

TEXTBOOK CONSULTANT

McGraw/Hill-Irwin; "Real Estate Principles: A Value Approach" (2nd Ed.) by David Ling and Wayne Archer, 2006
- Contracted to update and revise test bank and instructor manual
- Assisted authors in PowerPoint and textbook updates and revisions

Dearborn Publishing Company; "Florida Real Estate Principles, Practices, and Laws" by George Gaines and David Coleman, 1998 to 2000
- Contracted to provide textbook updates and revisions

OVERVIEW OF COURSES TAUGHT

FREC Course I "Florida Real Estate Commission Course I"
This is a state-approved course that satisfies the requirements of the Florida Real Estate Commission for real estate pre-licensing education. The non-credit course is available online via electronic platform to any person seeking real estate licensure in the state of Florida. It has an open enrollment and is updated to reflect the continuing changes in real estate license laws and brokerage operations.

BCN 4770 "Housing Transactions for Home Builders"
The emphasis of this course is from the perspective of the homebuilder, with a motivation for profit and efficient construction management, providing a working knowledge of the processes of evaluation, acquisition, sale, and leasing of real property. An introduction to ownership rights in real property and limitations on those rights, the transfer of rights are covered in this course. The process of site evaluation (from a financial feasibility standpoint), construction materials, hard and soft costs, as well as holding costs are examined. Alternative financing and structured conveyances are introduced. The course covers the process of selling a property, including contracts and closings, mortgages, making financing decisions, and valuation of property.

ENC 3254 "Professional Communication in Building Construction"
Designed specifically for students majoring in Building Construction, this course will strengthen communications skills needed for success in the construction field. Students will learn to write documents important to the construction industry (proposals, requests for information, scope narratives, memos, letters, project summaries, etc.), as well as documents that will be important to their individual careers (resumes and application letters). The course will also focus on oral communication skills by providing practical experiences through mock interviews and team presentations. This course satisfies the General Education Composition Requirement and counts 6000 words toward the University Writing Requirement.

REE 2040 "Real Estate Principles, Practices and Law"
This course follows the state-mandated syllabus for real estate pre-licensing education. Topics covered include agency and other types of relationships, rules of the Florida Real Estate Commission (FREC), Florida real estate licensing and brokerage laws, violations and penalties, a variety of contracts, contract laws, brokerage activities, and mathematical calculations related to real estate brokerage. This course satisfies the requirements of FREC Course I; the Florida real estate pre-licensing course.

REE 3043 "Real Estate Analysis"
Real estate analysis expands on topics covered in REE 2040. While this course is not specifically geared toward licensing education, it is approved to satisfy the requirements of FREC Course I for licensure. This course examines businesses and practices associated with the real estate industry, including brokerage, lending, valuation, development and investment. Contract laws, leases, property rights and interests, conveyances and instruments of conveyance are covered. Time-value of money, IRR, NPV, discounting and other finance concepts are introduced, as well as mortgage financing and the impact of debt service on real estate investments.

REE 4303 "Real Estate Investment Decision Making"
REE 4303 builds on the principles learned in REE 3043. This course explores real estate investments and the demands, skills and challenges of decision-making for those who

make such investments. We will probe further into property/project evaluations with in-depth financial analyses from multiple perspectives. The course is applied in nature, emphasizing the development and refinement of valuation and decision-making skills, and introducing the students some to "tools of the trade", including ARGUS.

REE 6930 "Methods and Materials of Building Construction"

REE 6930 is designed to provide students in the Master of Science in Real Estate (MSRE) program with a basic understanding of the development and construction industry through a functional overview of the diverse planning processes and potential pitfalls related to construction management. The course covers an array of topics including plans reading and interpretation, basic construction materials, construction delivery systems, AIA contract documents, CSI divisions and Florida building codes, quantity takeoff and estimating, as well as scheduling and other key project management functions. Upon completion of this course, students should have a well-formed basis for moving on to more focused studies in feasibility analysis, site evaluation and selection, cash flow evaluation, financing, market analysis, and property acquisition and disposal.

September 27, 2011 Regular BoCC Meeting
Agenda Item #10

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

Amount
N/A

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

Recommendation
Appoint two citizens to citizen-at-large positions on the Victim Services and Rape Crisis Center Advisory Council, to partial terms ending May 2012 followed by full terms ending May 2014.

Alternative(s)
Continue to advertise vacancies.

Requested By
Mary Lowry, X6904

Originating Department
County Manager's Office

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

Documents Requiring Action
N/A

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

Background
Citizen-at-large, partial term ending May 2012 followed by a full term ending May 2014 (Appoint TWO): 1) Beatriz De La Espriella 2) Whitney Mutch

Issues
N/A

Fiscal Recommendation
N/A

Fiscal Alternative(s)

N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachment: Victim Services Tally Sheet.pdf
Attachment: VSRCCAC Membership.pdf
Attachment: DeLaEspriellaB with Resume.pdf
Attachment: VS Attendance.pdf
Attachment: MutchW.pdf

COMMITTEE: Victim Services & Rape Crisis Ctr Advisory Council 09/27/11

APPLICANTS	BAIRD	BYERLY	LONG	DeLANEY	PINKOSON
Citizen-at-large – appoint TWO to partial terms ending May 2012, followed by full terms ending May 2014:					
Beatriz De La Espriella					
Whitney Mutch					

Victim Services and Rape Crisis Center Advisory Council STAFF: Loretta Golden - (352) 264-6760				2 year terms
NAME/MEMBERSHIP CATEGORY	**ADDRESS/PHONE NUMBER**	**DATE TERM EXPIRES**	**TERM CURRENTLY SERVING**	**APPOINTED BY**
VACANT Appt Date: 11/13/2007 Previous member: Virella, Irma - Removal for Attendance 4/1/2008 Category: Alternate		5/31/2013		County
VACANT Appt Date: 7/14/2009 Previous member: Messer , Mr. Brent - Removal for Attendance 11/30/2010 Category: Citizen-at-Large		5/31/2013		County
VACANT Appt Date: 6/1/2010 Previous member: Waters , Ms. Shanada - Removal for Attendance 7/14/2011 Category: Citizen-at-Large		5/31/2012		County
VACANT Appt Date: 6/1/2010 Previous member: Heal , Teresa R - Removal for Attendance 7/14/2011 Category: Citizen-at-Large		5/31/2012		County
James Murphey Appt Date: 6/1/2010 Previous member: Walker, Kenya D - Removal for Attendance Category: Citizen-at-Large	267 SW 132nd Terrace Town of Tioga Newberry, 32669 (h)(352) 331-7723 (w)(352) 331-7723 jimmurphey@cox.net	5/31/2012	1	County
Shelia Dickison Appt Date: 11/23/2010 Previous member: Dickison , Sheila Category: Citizen-at-Large	3000 NW 66 Terrace Gainesville, FL 32606 (h)(352) 376-0300 (w)(352) 392-1519 doctord@ufl.edu	5/31/2012	3	County
Lynn H Leverty Appt Date: 8/24/2010 Previous member: Cripe , Ms. Michele R Category: Citizen-at-Large	1907 NW 24th Street Gainesville, 32605 (h)(352) 377-0930 (w)(352) 273-2392 lleverty2003@yahoo.com	5/31/2012	1	County
Joanne E Flinn Appt Date: 8/24/2010 Previous member: Charles, Dr. Norma J Category: Citizen-at-Large	264 Turkey Creek Alachua, 32615 (h)(386) 518-6102 (w)(352) 283-5896 flinn6@earthlink.net	5/31/2012	1	County
Nicole M Pulcini Mason Appt Date: 6/1/2011 Previous member: Abbitt , Kay G - Removal for Attendance Category: Citizen-at-Large	300 NW 20 Ave Apt 3 Gainesville, 32609 (h)(352) 316-3099 (w)(352) 244-1500 ext: 306 slitherdoll@cox.net	5/31/2013	1	County
VACANT Appt Date: 6/1/2011 Previous member: Lana S Cheshire - Continues to serve Category: Citizen-at-Large	REDACTED Alachua, 32615 ext: 11 lcheshire71@yahoo.com	5/31/2013	1	County
Patricia Grunder Appt Date: 7/12/2011 Previous member: Herron , Mr. Jay F - Term Expired Category: Citizen-at-Large	23349 NW CR 236, Suite 20 High Springs, 32643 (h)(386) 454-3267 (w)(352) 393-7616 grunderpg@cityofgainesville.org	5/31/2013	1	County
Charkivia Lovett Appt Date: 7/12/2011 Previous member: Jones, Mr. Randolph F - Other Category: Citizen-at-Large	3515 SW 39th Blvd #33A Gainesville, 32608 (h)(305) 490-6776 pookie451@ufl.edu	5/31/2013	1	County
Report Date: 9/13/2011 @ 5:16 PM				

Victim Services and Rape Crisis Center Advisory Council
Staff Liaison: Loretta Golden

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

[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 #:3535

Name of Advisory Board/Committee:
Victim Services and Rape Crisis Center Advisory Council

Applying For:
Citizen-at-Large

First Name:
Beatriz

Middle Initial:
E

Last Name:
De La Espriella

Suffix:

Address:
3800 SW 34th Street, Apt. FF 319

City:
Gainesville

Zip Code:
32608

E-Mail Address:
beatrydelae86@gmail.com

Home Phone:
407-446-2164

Work Phone:

Ext:

Occupation:
Student

Place of Employment

Education:

A.S in Paralegal Studies
A.A. in Criminal Justice
B.S. Criminology - Expected Graduation July 2012

Professional Organizations:

Florida Youth Immigrant Network

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?

1 year

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:

I have an associate in paralegal studies and worked for two law firms while attending college. I have an A.A. in criminal justice from Valencia community college. I am a bachelor candidate in criminology from the University of Florida. I am a member of the Tau Sigma Honor Society. I am the vice-president of a student organization at UF that educates and provides awareness about human rights and equal opportunities amongst all. I have received three scholarships and recently was awarded the Social, Behavioral and Economic Undergraduate Research Award at the University of Florida.

Training or Experience Related to the Appointment:

I volunteered with the Legal Aid Society of Orange County as a VAC (Volunteer advocate for Children). As a VAC I had the opportunity of speaking with children that were either abused or neglected. I have experience with people that have been victims of abuse during this program (especially children) and the importance of their emotional state. I am currently volunteering with the teen court program of Alachua County and through this program I have realized the importance of victims of crime. Our current criminal justice system focuses on the individual that committed the crime and we tend to forget the victim. The teen court program allows the juvenile that committed the crime to write apology letters to the victim (including the parents and anyone involved in the incident)

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

If I was selected to this board I would like to bring new ideas from the point of view of juveniles and young adults. I would like to develop opportunities for students and community members to be further involved with the cause and learn preventive measures. I think it's important to identify risk factors of teenage sexual abuse and to provide preventive measures to teenagers. I would like to have the opportunity to go to the community instead of waiting for the community to come to the rape and crisis center. I am a responsible, organized, goal oriented and interested in the success of our community.

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

Yes

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

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

Yes

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

Checked

Beatriz De La Espriella

3800 SW 34th Street, Apt. FF 319 ♦ Gainesville, Florida 32608 ♦ 407-446-2164 ♦ beatrydelae86@gmail.com

EDUCATION:

Bachelor of Arts in Criminology — Expected Graduation Date: May 2012
University of Florida, Gainesville, Florida

Associate in Arts in Criminal Justice — December 2007
Valencia Community College, Orlando, Florida

Associate in Science in Paralegal Studies — August 2009
Litigation and Transactional Specialization

EXPERIENCE:

Case Manager, — August 2009 – June 2010
The Francis Law Firm; Orlando, Florida

- Performed initial client intake and interview
- Managed and maintained an average of forty auto accident cases
- Drafted demands letters for settlement

Legal Assistant and Case Manager — January 2007 – July 2009
The Morsch Law Group; Winter Park, Florida

- Gathered medical records and bills
- Scheduled plaintiff, defendant and witnesses' depositions
- Coordinated hearings, mediations and drafted respective notices
- Drafted Responses to Interrogatories, Request to Produce, Requests for Admissions

Legal Intern — July 2006 - January 2007
Payas, Payas, and Payas Law Firm; Orlando, Florida

- Enhanced verbal and written correspondence skills
- Reinforced my organizational and multi-tasking skills

INVOLVEMENT:

Vice President of External Affairs, CHISPAS — August 2010 – Present
University of Florida

- Core Leader for Florida Youth Network
- Maintain contact with regional, state and community leaders and national organizations

Secretary, Guatemala Tomorrow Fund — May 2011 – Present

- Assist in Setting up the organizations Constitution
- Record meeting minutes

Planning Committee, Gator Global Initiative — June 2011 – Present

VOLUNTEER:

Alachua County Teen Court Program, Gainesville, Florida — June 2011 - Present
Legal Aid Society of the OCBA, Orlando, Florida — April 2005 – June 2005
Hispanic Health Initiatives Casselberry, Florida — February 2004 – March 2005

RECOGNITIONS:

Road Map to Success Award, Payas, Payas & Payas Scholarship, Tau Sigma National Honor Society, SBE Undergraduate Research Program/Award

SKILLS:

Language: Fluent in Spanish; Computer: Prevail, Time Matters, Prodoc, SPSS

Alachua County Board of Commissioners
Advisory Board Coordinator
PO Box 2877
Gainesville, FL 32602-2877
Telephone: 264-6904, FAX: 338-7363
Confirmation #:3538

Name of Advisory Board/Committee:
Victim Services and Rape Crisis Center Advisory Council

Applying For:
Citizen-at-Large

First Name:
Whitney

Middle Initial:
B

Last Name:
Mutch

Suffix:

Address:
1519 NE 13th Street

City:
Gainesville

Zip Code:
32601

E-Mail Address:
wbm02@yahoo.com

Home Phone:
850-445-3796

Work Phone:
352-378-5599

Ext:

Occupation:
paralegal

Place of Employment
Law Office of Samuel A. Mutch, P.A.

Education:

M.A. from FSU in Philosophy (2006)
B.A. from Agnes Scott College in Decatur, GA in Classical Languages and Philosophy (2002)
Graduated from Oak Hall in 1998

Professional Organizations:

Amnesty International, Gainesville Area National Organization for Women, National Coalition Building Institute, National Women's Liberation

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?

31 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:

President, Gainesville Area NOW (2010-present)
Treasurer, Gainesville Area NOW (2008-present)
Treasurer/Secretary of Graduate Student Philosophical Association, 2004-2006 (FSU)
Taught Philosophy of Literature in Greece, 2004

Training or Experience Related to the Appointment:

As president of the local chapter of NOW, we deal with sexual violence.
When I taught philosophy at Florida State, I had two students confide in me about the violence against them. I wanted to do so much more for them.
In college, I was a phone counselor at the Dekalb County Rape Crisis Hotline.

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

I feel that I bring a passion about protecting and serving the best interests of the survivors, but also an understanding of the law. I have counseled rape victims in the past, and would like to contribute to my community in a meaningful way again.

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

September 27, 2011 Regular BoCC Meeting
Agenda Item #11

Title
CHOICES Advisory Board Appointments (Amended)

Amount
N/A

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

Recommendation
Appoint two citizens to the CHOICES Advisory Board, one to the Health Policy Professional position, term ending November 2012, and one to a Hospital Employee position, to a partial term ending December 2011 followed by a full term ending December 2014.

Alternative(s)
Continue to advertise the vacancy

Requested By
Mary Lowry, X6904

Originating Department
County Manager's Office

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

Documents Requiring Action
N/A

Executive Summary
Currently there are seven vacancies on the CHOICES Advisory Board, and three eligible citizens have applied for two of the positions.

Background
The CHOICES Advisory Board is comprised of eighteen voting members and one alternate member. Board members serve three-year terms and assist with the implementation and ongoing review of the CHOICES program. Hospital Employee – appoint one to a partial term ending December 2011 followed by a full term ending December 2014: 1) Scot J. Kellar 2) Nancy L. Thayer Health Policy Professional – appoint one to a term ending November 2012: 1) Cynthia M. Chestnut

Issues
Dr. Chestnut will retire from Shands at the end of September 2011. Since she will no longer be eligible for the Hospital Employee position, she has applied as a Health Policy Professional. Two individuals have applied for her former position.

Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachment: CHOICES Tally Sheet.pdf
Attachment: KellarS Hospital Employee.pdf
Attachment: ThayerN Hospital Employee.pdf
Attachment: CHOICES membership.pdf
Attachment: CHOICES Attendance.pdf
Attachment: ChestnutC Health Policy Prof with Resume.pdf

COMMITTEE: CHOICES Advisory Board **09/27/11**

APPLICANTS	BAIRD	BYERLY	LONG	DeLANEY	PINKOSON
Health Policy Professional – appoint one to a term ending November 2012:					
Cynthia M. Chestnut (served as a non-voting member for 5 years, served less than one year as 'Hospital Employee')					
Hospital Employee – appoint one to a partial term ending December 2011 followed by a full term ending December 2014:					
Scot Kellar			X		
Nancy Thayer	✓	✓	X	✓	✓

CHOICES Advisory Board STAFF: Sandra Barton - (352) 264-6718				3 year terms Sunset date: 6/30/2015
NAME/MEMBERSHIP CATEGORY	**ADDRESS/PHONE NUMBER**	**DATE TERM EXPIRES**	**TERM CURRENTLY SERVING**	**APPOINTED BY**
VACANT Appt Date: 1/8/2008 Previous member: Resnick, Steven 11/30/2010 Category: Attorney (with expertise in health care)		11/30/2013		County
VACANT Appt Date: 8/28/2007 Previous member: McLeod , William - Term Expired 11/30/2009 Category: Certified Public Accountant		11/30/2012		County
VACANT Appt Date: 1/23/2007 Previous member: Bartlett, Sarah - Resignation 7/10/2007 Category: CHOICES Program Participant (Alternate)		11/30/2011		County
VACANT Appt Date: 5/11/2010 Previous member: Strickland , Steven S - Removal for Attendance 12/7/2010 Category: Health Policy Professional		11/30/2012		County
VACANT Appt Date: 1/1/2006 Previous member: Stringfellow , Jim - Resignation 11/12/2008 Category: Managed Care Employee		12/31/2011		County
VACANT Appt Date: 12/1/2005 Previous member: Mesh , Ms. Marilyn - Removal for Attendance 8/11/2008 Category: Representative - Alachua County Health Care Board		11/30/2011		County
VACANT Appt Date: 1/1/2009 Previous member: Jennings Jr, Ed - Removal for Attendance 8/27/2010 Category: Small Business Owner (less than 100 employees)		12/31/2011		County

Justine McCoy Appt Date: 12/1/2010 Previous member: Arsenault , Michael - Removal for Attendance Category: CHOICES Program Participant	6724 S.W. 42nd Place Gainesville, 32608 (h)(352) 672-6032 (w)(352) 672-6032 crittergville@gmail.com	11/30/2013	1	County
Harold L Monk III Appt Date: 5/1/2009 Previous member: Hughes Ph.D., Mary J - Resignation Category: Citizen-at-Large	4806 SW 95th Terrace Gainesville, FL 32608 (h)(352) 335-8584 (w)(352) 494-3979 hmonk3@cox.net	4/30/2012	1	County
Keith A Hazouri Appt Date: 9/22/2009 Previous member: Foxx , Evelyn - Term Expired Category: Citizen-at-Large	110 SW 34th street gainesville, 32608 (h)(352) 505-5899 (w)(352) 374-9900 keith@gainesvillesigns.com	4/30/2012	1	County
J. Dea Browning Appt Date: 9/22/2009 Previous member: Filer MSN, Vivian - Term Expired Category: Citizen-at-Large	9710 SW 75 WAY GAINESVILLE, 32608 (h)(352) 495-2243 (w)(352) 538-6528 jdbrowningnp@mail.com	4/30/2012	1	County
Trudy Tappan Appt Date: 8/9/2011 Previous member: Allen , Zaneta D - Resignation Category: Citizen-at-Large	3640 NW 105th Way Gainesville, 32606 (h)(352) 871-0243 (w)(352) 337-8635 TTappan@aol.com	4/30/2012	1	County
Teresa Dolan Appt Date: 12/14/2010 Previous member: Category: Dentist	PO Box 100405 Gainesville, FL 32604 (h)(352) 331-5292 (w)(352) 392-0824 tdolan@dental.ufl.edu	11/30/2013	3	County
Marvin Dewar Appt Date: 5/11/2010 Previous member: Gaddist , Cokeitha - Removal for Attendance Category: Hospital Employee #1	PO Box 100354 Gainesvile, FL 32610 (h)(352) 262-6073 (w)(352) 265-8309 dewarm@shands.ufl.edu	11/30/2012	1	County
Cynthia M Chestnut Appt Date: 12/14/2010 Previous member: Marsha , Mott - Resignation Category: Hospital Employee #2	PO Box 2877 Gainesville, FL 32602 (w)(352) 264-6900	12/31/2011	1	County
Rodney J Long Appt Date: 12/14/2010 Previous member: Chestnut, Cynthia M Category: Non-voting Member	Alachua County Board of County Commissioners, P.O. Box 2877 Gainesville, FL 32602 (w)(352) 264-6900 rjlong@alachuacounty.us	1/31/2015	1	County

Todd Hutchison Appt Date: 7/10/2006 Previous member: Carr, Steve Category: Non-voting Member	12 SE 1st Street Gainesville, FL 32601 (w)(352) 374-3605	1/31/2015	--	County
Tony Campo Appt Date: 2/1/2005 Previous member: Category: Non-voting Member	224 SE 24th Street, PO Box 2877 Gainesville, FL 32641 (h)(352) 624-3539 (w)(352) 334-7923	1/31/2015	--	County
Mary A Dennis Appt Date: 8/9/2011 Previous member: Davis , Nancy L - Resignation Category: Nurse	615 SW 127th St. Newberry, 32669 (h)(352) 331-6148 (w)(352) 273-9265 maryalicedennis@yahoo.com	11/30/2012	1	County
Elaine S Hill Appt Date: 12/14/2010 Previous member: Jones III, Samuel - Removal for Attendance Category: Pharmacist	8018 SW 42nd Ave Gainesville, 32608 (h)(352) 337-2517 (w)(352) 376-1611 ext: 6737 hill8018@bellsouth.net	11/30/2013	2	County
Allan W March Appt Date: 1/1/2011 Previous member: Dewar , Dr. Marvin - Resignation Category: Physician	9545 SW 50th Road Gainesville, 32608 (h)(321) 277-7102 allanmarch@cox.net	12/31/2013	2	County
Norman S Levy Appt Date: 12/14/2010 Previous member: Rains, Dr. Caroline Category: Representative - Alachua County Medical Society	7106 NW 11th Place Gainesville, FL 32605 (h)(352) 332-4000 (w)(352) 331-2020 afn22025@bellsouth.net	11/30/2013	1	County
Report Date: 9/13/2011 @ 5:04 PM				

Attendance Report for the last 7 meetings.

CHOICES Advisory Board
Staff Liaison: Sandra Barton

Member	Position	Mbr Start	Mbr End	3/7/2011 4:00 PM	4/4/2011 4:00 PM	5/2/2011 4:00 PM	6/6/2011 4:00 PM	7/11/2011 4:00 PM	8/1/2011 4:00 PM	9/12/2011 4:00 PM	Meetings Attended
Allen , Zaneta D	Citizen-at-Large	5/11/2010	3/7/2011	A	--	--	--	--	--	--	0 of 1
Browning , J. Dea	Citizen-at-Large	9/22/2009	4/30/2012	P	P	P	P	P	A	NR	5 of 6
Campo, Tony	Non-voting Member	2/1/2005		P	A	P	A	A	P	NR	3 of 6
Chestnut, Cynthia M	Hospital Employee #2	12/14/2010	12/31/2011	P	P	P	P	P	P	NR	6 of 6
Dennis , Mary A	Nurse	8/9/2011	11/30/2012	--	--	--	--	--	--	NR	0 of 0
Dewar , Dr. Marvin	Hospital Employee #1	5/11/2010	11/30/2012	P	P	A	P	P	A	NR	4 of 6
Dolan, Dr. Teresa	Dentist	12/14/2010	11/30/2013	P	P	P	P	P	A	NR	5 of 6
Hazouri , Keith A	Citizen-at-Large	9/22/2009	4/30/2012	A	P	A	P	A	P	NR	3 of 6
Hill , Elaine S	Pharmacist	12/14/2010	11/30/2013	P	P	P	A	P	A	NR	4 of 6
Hutchison, Todd	Non-voting Member	7/10/2006		A	P	P	P	P	A	NR	4 of 6
Levy , Dr. Norman S	Representative - Alachua County Medical Society	12/14/2010	11/30/2013	P	P	A	P	A	A	NR	3 of 6
Long, Commissioner Rodney J	Non-voting Member	12/14/2010		A	P	A	A	P	P	NR	3 of 6
March , Allan W	Physician	1/1/2011	12/31/2013	P	P	P	P	P	P	NR	6 of 6
McCoy , Justine	CHOICES Program Participant	12/1/2010	11/30/2013	P	P	P	A	A	A	NR	3 of 6
Monk III, Mr. Harold L	Citizen-at-Large	5/1/2009	4/30/2012	P	P	A	P	P	P	NR	5 of 6
Tappan , Dr. Trudy	Citizen-at-Large	8/9/2011	4/30/2012	--	--	--	--	--	--	NR	0 of 0

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

ALACHUA COUNTY CITIZEN ADVISORY BOARD APPLICATION

received 8-23-11

NAME OF ADVISORY BOARD/COMMITTEE Choices

Board Position (type of position/category): Citizen - At - Large or Health Policy Professional

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: Cynthia Moore Chestnut

ADDRESS: 911 Northeast Boulevard CITY: Gainesville ZIP CODE: 32601

E-MAIL ADDRESS: cchestnut@cox.net TELEPHONE: HOME: 377-6128 OFFICE: 317-8291

OCCUPATION: Retiring September 2011 PLACE OF EMPLOYMENT:

EDUCATION: B.S. Speech Pathology PROFESSIONAL ORGANIZATIONS:
M.S. Speech Pathology, D.P.A. Public Administration

AGE: 60 and over ☑ *(Some committees/boards require 60 year age minimum for appointment)*
OPTIONAL--CHECK THE RACE/ETHNIC GROUP WITH WHICH YOU IDENTIFY: African-American ☑ Asian ☐ Hispanic ☐
Native American ☐ Pacific Islander ☐ White ☐ Other ☐ (This information helps us provide diversity on our advisory boards.)

Are you a resident of Alachua County? YES ☑ NO ☐ If yes, how long? _____ If no, what county? _____

Are you currently serving on a board?
No ☐ Yes ☑ Name of board(s): Choices in Health Professional Category

CIVIC AND PROFESSIONAL ACCOMPLISHMENTS/HONORS

Alachua County Commissioner 2002-2010
Championed Passage of Voter Approved Choices Sales Tax
Co-Chair Alachua County Healthy Communities Initiative

TRAINING OR EXPERIENCE RELATED TO THIS APPOINTMENT?

Professional Credentials - Resume Attached
Co-Chair Alachua County Healthy Communities Initiative

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

I have a working knowledge of the Choices program. I will be retiring as a Health Care Professional, therefore I am applying for appointment in the Citizen At Large Category.

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 ☐

August 23, 2011
DATE

Cynthia Moore Chestnut
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 ☐

_____
DATE

_____
SIGNATURE

Rev. 10/2008 Resume attached

Resume'

Cynthia Moore Chestnut, D.P.A.
911 Northeast Boulevard
Gainesville, Fl 32601
352-317-8291
cchestnut@cox.net

Education

Graduate

1981 Doctorate of Public Administration
Nova Southeastern University

1971 Master of Science – Speech Pathology
Florida State University

Further study University of Florida in Education Administration

Undergraduate

1970 Bachelor of Science – Speech Pathology
Florida A & M University

Professional Employment History

1997-2011 Director, Shands Eastside Community Relations and Education Coordination

1982-1997 Director Student Services, Alachua County School Board

1979-1982 Affirmative Action Coordinator, City of Gainesville

1974-1978 Clinical Supervisor/Instructor in Speech Pathology, University of Florida

1972-1974 Speech Pathologist –Taachale formerly Sunland Training Center

Public Service

1987 Elected to the Gainesville City Commission

1989 Elected Mayor-Commissioner, City of Gainesville

1990-2000 State Representative, District 23, Florida House of Representatives

2002 to
2010 Alachua County Commissioner- District 4

Special Honors and Awards

Spirit of the Community Award, Shands Black History Committee, 2007
Black Woman of Influence, Alpha Kappa Alpha Sorority, 2007
National Association of Counties – Health Steering Committee, 2006 to 2010
Alachua County NAACP – *Pioneer Award* for passage of CHOICES, 2006
National Easter Seals – *Municipal Elected Official Award* for Choices, 2006
Elected Official of the Year, Gainesville-Ocala Unit of the National Association of Social Workers, 2005
"*A Woman of Distinction,*" Santa Fe Community College, 2003
"*Women who Make a Difference,*" Girl Scouts-Gateway Council, 2003
"*The Agricultural Community Award,*" Alachua County Farm Bureau, 2003
Glen Commission on Math and Science appointed by U.S. Secretary of Education, Richard Riley, 2000
Selected one of the "*100 Most Influential FAMUans of the Century*," by Florida A & M University, 1999
University of Florida *Cynthia Moore Chestnut Lecture Series*, "Teaching and Learning Across the Racial Divide," 1999
Ida B. Wells Award, Gainesville Commission on the Status of Women, 1997
Cynthia Moore Chestnut Service Learning Award, Santa Fe Community College, 1996
Service to Families Award, Florida Association of Marriage and Family Therapists, 1999
Honorary Co-Chair March of Dimes- Walk America, 1997
Person of the Year in Government, Gainesville Sun Newspaper, 1995
Soror of the Year 2011, Mu Upsilon Omega Chapter, Alpha Kappa Alpha Sorority, Inc.

Presentations

Welfare Reform

National Conference of State Legislatures Annual Meeting, San Diego, CA, 1993
United States Congressional Black Caucus Foundation Annual Meeting, Miami, FL, 1993

National Conference of State Legislatures: Assembly on the Legislature, Jackson, Miss., 1993

Stennis Center for Public Service: Southern Women in Public Service, June 1994

CHOICES

"47 million Uninsured and Growing: Solutions for Your County, Symposium," The National Association of Counties Annual Convention, Richmond, Va. July 2007.

Successful Citizens' Sales Tax Campaign to Provide Care for the Working Uninsured, Association for Community Health Improvement, Tampa, March 2005

"*Citizens Campaign to Provide Health Care for the Working Uninsured*," American Public Health Association Annual Meeting, Philadelphia, Pa. December 2005

"*Improving Access to Health Care Services*," Shared Care, Myrtle Beach, South Carolina, 2005

Participant/ Presentations

Linkages to Health: Connecting at the Federal, State and Local Level, The Links 40th Southern Area Conference, Jacksonville, Fl, May 2009

Participant, "Building a Bridge to Policy Action" Leadership for Healthy Communities Childhood Obesity Prevention Summit 2009, Robert Wood Johnson Foundation

DEVELOPMENT

CHOICES, championed and led the charge on behalf of the Alachua County Commission for the second sales tax in the State of Florida to provide Health care for the working uninsured, August 2004. Total collected to date, 27 million, anticipate 70 million at the end of the collection period in 2011.

Co-Project Director, Department of Health and Human Services – Office of Minority Health Demonstration Grant, $300,000, 1998

Turner Foundation, Atlanta, Ga. - $39,400 awarded to Community Partners, 1998

Anheuser-Busch, Inc. St. Louis - $40,000 award 2001-2003, to provide preventive health education to the community

Membership

President, Twenty Pearls Foundation, Inc. 2010-2012
Links Inc., National Assembly, Planning Committee, Registration Chair 2011
Choices Advisory Board

Elder Options Advisory Board
African American Accountability Alliance, Chair, Health Committee
Gainesville Women's Forum
Friends of the Library
Alachua County Library Foundation
The Opinionated Ladies Book Club, President
Gainesville Chapter of the Links
Alpha Kappa Alpha Sorority, Member Florida Connections, Committee, local Chair
The Visionaires Club

Past Leadership and Membership Roles:
Former, Chair, Health Disparities Committee, National Association of Counties
Former, Chair, Event Planning, Southern Area of the Links, Inc.
Alachua County Library Governing Board, Former Chair
American Heart Association Advisory Board
Rotary of Gainesville

Alachua County Board of Commissioners
Advisory Board Coordinator
PO Box 2877
Gainesville, FL 32602-2877
Telephone: 264-6904, FAX: 338-7363
Confirmation #:3271

Name of Advisory Board/Committee:
CHOICES Advisory Board

Applying For:
Hospital Employee #2

First Name:
Scot

Middle Initial:
J

Last Name:
Kellar

Suffix:

Address:
1324 NW 16th Ave # 24

City:
Gainesville

Zip Code:
32605

E-Mail Address:
beachscot@gmail.com

Home Phone:
(352) 225-0497

Work Phone:
(352) 264-6743

Ext:

Occupation:
Admission's Specialist

Place of Employment
Shands Hospital

Education:

University of South Florida, BA

Professional Organizations:

Criser Cancer Resource Center Interdisciplinary Team
Equal Opportunity Advisory Committee

Age (60 and over):

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

Are you a resident of Alachua County?

Yes

If yes, how long?

7 years

If no, what county?

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

No

If yes, please list board(s):

Civic and Professional Accomplishments/Honors:

Training or Experience Related to the Appointment:

I have been in the Health Care for approximately 20 years.

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

I would bring professional knowledge relating to Shands Hospital and also providers in general.

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 #:3184

Name of Advisory Board/Committee:
CHOICES Advisory Board

Applying For:
Hospital Employee #2

First Name:
Nancy

Middle Initial:
L

Last Name:
Thayer

Suffix:
PA-C

Address:
6803 Millhopper Rd

City:
Gainesville

Zip Code:
32653-3942

E-Mail Address:
ncruns4fun@aol.com

Home Phone:
371-4320

Work Phone:
219-6115

Ext:

Occupation:
Physician Assistant

Place of Employment
ShandsUF Emergency Room

Education:

BSMed UF 1979
Masters in PA Studies Univ of Nebraska 2003

Professional Organizations:

National Commission for the Certification of Physician Assistants
Society of Emergency Medicine Physician Assistants

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 1952

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:

31 years as a Physician Assistant delivering healthcare to the citizens of Alachua County

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

As a primary care provider in the Shands ER I believe I can provide 'real time' input and feedback with regard to delivery of healthcare and the efficient use of the healthcare dollar in Alachua County. I am eager to serve and give back to the community that helped 'raise' me and given me so much.

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

September 27, 2011 Regular BoCC Meeting
Agenda Item #12

Title
Presentation of Award of Excellence for Alachua County Comprehensive Plan by Allison Megrath, AICP, American Planning Association Florida Chapter (Amended)

Amount
N/A

Description
Presentation by Allison Megrath, AICP, Chair of the Awards Committee for the American Planning Association Florida Chapter of an Award of Excellence for the Alachua County Comprehensive Plan: 2011-2030.

Recommendation
Receive the presentation and award for the American Planning Association Florida Chapter of an Award of Excellence for the Alachua County Comprehensive Plan: 2011-2030.

Alternative(s)
Do not receive the presentation and award

Requested By
Holly Banner, 374-5249 x2223

Originating Department
Growth Management

Attachment(s) Description
none

Documents Requiring Action
none

Executive Summary
Alachua County's Comprehensive Plan: 2011-2030 has been chosen for the 2011 APA Florida Award of Excellence for a Comprehensive Plan from the American Planning Assocation Florida Chapter. Allison Megrath, AICP, Chair of the Awards Committee, will present the award to the Alachua County Board of County Commissioners.

Background
The American Planning Association (APA) is the organization of professional planners whose objective is advancing planning that will contribute to public well being - physical, economic and social - at the local, regional, state and national levels. The Florida Chapter provides statewide leadership including advocating excellence in planning. This year, the APA Florida Awards Committee chose the Alachua County Comprehensive Plan: 2011-2030, adopted by the Board of County Commissioners on April 5, 2011, for its Award of Excellence for jurisdictions with greater than 50,000 people. The criteria used by the Awards Committee in selecting award recipients were innovation, transferability, quality, implementation and comprehensiveness.

Issues
n/a

Fiscal Recommendation
n/a

Fiscal Alternative(s)
n/a

Funding Sources
n/a

Account Code(s)
n/a

September 27, 2011 Regular BoCC Meeting
Agenda Item #13

Title
Presentation on FY 2020 Fuel Reduction Plan (Amended)

Amount
N/A

Description
Request to present the 20 percent by FY 2020 Fuel Reduction Plan

Recommendation
Hear the proposed 20 percent by FY 2020 Fuel Reduction Plan and provide direction

Alternative(s)
None

Requested By
Richard Hedrick / Ray Griffin

Originating Department
Public Works/Fleet Management

Attachment(s) Description
20% by FY 2020 Fuel Reduction Plan and the 20% by FY 2020 Fuel Reduction Plan Power Point

Documents Requiring Action
None

Executive Summary
The 20% by FY 2020 Fuel Reduction Plan was written to illustrate strategies to achieve a 20% reduction in fossil fuel use by Alachua County' Fleet by FY 2020. The first 4 strategies of The Fuel Reduction Plan are continuation strategies that are currently in use, and are funded. The second section of the plan has a selection of 6 different strategies that have fiscal impacts and will require direction from the Board whether to pursue a more detailed analysis, for possible future implementation.

Background
The costs of fossil fuels are very volatile and unpredictable. Any hint of a possible problem causes fuel pricing to rapidly rise. A future threat to fuel pricing is other countries are rapidly increasing their use of fossil fuels, which could drive prices higher, possibly to the highest bidder. These facts alone show that a long range plan is needed. The 20% by FY 2020 Plan was created to show how different strategies can conserve fossil fuel usage, while lowering Alachua County's carbon footprint and Fleet fuel expenditures.

Issues
No issues

Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

Funding Sources
None

Account Code(s)
None

Attachment: Alachua County 20 Percent by 2020 Fuel Reduction Plan for Alachua County Fleet 08152011.pdf

Alachua County, Florida

20% Reduction by 2020

Alachua County Fleet 20 Percent Fuel Reduction By FY 2020



Alachua County Fleet Management

02/2011

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OVERVIEW

The 20% by FY 2020 Reduction Plan illustrates a continuation of four strategies, use of fuel efficiency improvements and six possible decision points to invest in new technologies that will reduce current fleet fuel consumption by 185,853 gallons of fossil fuel. Concurrent with meeting energy reduction goals these measures will also cut back fleet greenhouse gas emissions by an estimated 3,200 Tons of CO_{2e}/ year.

Fossil fuels are a finite and ever more expensive to reach resource. They underpin the current economy and make possible the material wealth of the developed world. A global crisis is approaching as the rate of discovery of new conventional oil supplies fails to keep up with global consumption[1]. Complicating matters for industrial society, currently, there are no simple substitutions for the concentrated energy of liquid fossils fuels. Even most alternative energy solutions are supported by fossil fuel energy. A best near term strategy remains first with conservation and efficiency solutions and as technology improves a flexible portfolio of alternative energy vehicles.

Over the near term, unrest in oil producing regions and the market instability of fossil fuels will continue to threaten the reviving economy[2,3]. If fuel costs do sharply rise, such as was seen in 2008, it will add to the fiscal challenges of Alachua County. In the past, conservation and efficiency policies put into place by the Board have helped to buffer previous price spikes. Regardless of disruptive events Energy Information Administration records show that over the past 10 years the cost of a barrel of oil has risen 258% to $96 per barrel since 2001.[4] And over the same time period, gasoline has increased 115% to an average of $3.14 per gallon as of February 2011.[5]

Looking at these global dilemmas of supply, demand and cost, Alachua County is preparing further strategies to improve fleet performance and ameliorate anticipated price jumps in liquid fuels.[6] As the decade progresses, Alachua County as a community, is expected to struggle with the implications of $4, $6 and possibly $10 gallon gasoline.

It should be noted that many countries, including the United States, subsidize the cost of fossil fuels. In the US at the Federal level alone, fossil fuels in general are subsidized by direct and indirect supports of over $70.2 Billion, while only $12.2 Billion is used to support renewable energy between 2002 - 2008.[7] Looking specifically at gasoline, some estimates place the actual cost of unsubsidized gasoline as high as $15 per gallon[8].

---

[1] Energy Bulletin, "IEA:'Cheap oil is over' as demand approaches new record", Aug 16, 2010; http://www.energybulletin.net/53805

[2] International Energy Agency, "High oil prices threat to global economic recovery", Jan 5, 2011; http://www.iea.org/index_info.asp?id=1737

[3] Foreign Policy, "Why Saudi is now in play", Feb 21, 2011; http://oilandglory.foreignpolicy.com/posts/2011/02/21/why_saudi_is_now_in_play

[4] Cost of Oil: Feb 9, 2001 and Feb 11, 2011 World Costs Spot Price
http://www.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=WTOTWORLD&f=W Apr 11, 2008 United States $/barrel of oil
http://tonto.eia.doe.gov/dnav/pet/hist/wtotusaw.htm A barrel of oil has seen a 258% increase in cost since Feb 2001.

[5] Cost of Gasoline: Retail Avg Regular Gas Prices Feb 12, 2001 and Feb 14 2011
http://www.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=EMM_EPMR_PTE_NUS_DPG&f=W

[6] CNNMoney, "Ex-Shell President sees $5 gas in 2012", December 27, 2010;
http://money.cnn.com/2010/12/27/markets/oil_commodities/index.htm

[7] Environmental Law Institute, Energy Subsidies Favor Fossil Fuels Over Renewables, Accessed January 11, 2011;
http://www.eli.org/Program_Areas/innovation_governance_energy.cfm

[8] International Center for Technology Assessment, The Real Price of Gasoline, Accessed January 11, 2011;
http://www.icta.org/doc/Real%20Price%20of%20Gasoline.pdf

As the United States becomes increasingly embroiled by the national debt debate; these price supports may become unsustainable. Though overshadowed by the economic downturn, society's dependence on relatively cheap fossil fuels is emerging as the most underappreciated national security threat by the general population.

However, the US Military's Joint Forces Command does recognize the threat of Peak Oil[9] and estimates that, "By 2012, surplus oil production capacity could entirely disappear, and as early as 2015, the shortfall in output could reach nearly 10 MBD.".[10]

Seeing these trends, this plan represents a part of a broader effort to innovatively rethink our relationship to energy and our economy such that both become more efficient, sustainable and resilient. While applicable only to Alachua County's fleet of vehicles it is hoped that these ideas may be of use to the private sector and to other local governments.

SUMMARY OF FUEL REDUCTION PLAN

This plan was written to illustrate strategies to achieve a 20% reduction in fossil fuel use by Alachua County's Fleet by year 2020. A fuel consumption baseline from FY 07/08 is used as a starting point in measuring estimated annual reductions through 2020. The first section of the report references four strategies that are currently in use and will be expanded to yield further results by FY 2020. Costs to implement these strategies are currently budgeted. The second section has a selection of six different options that have fiscal impacts and require direction from the Board. These strategies have an estimated cost and brief analysis. Any option selected for possible implementation will require a more detailed analysis to determine the exact costs and predicted savings.

The 20 by 2020 Report is in alignment with the Board's Guiding Vision, Comprehensive Plan, Energy Conservation Strategies Commission Report, Greenhouse Gas Report, and Alachua County Fleet Management best practices. For reference, these documents are listed in the appendix. In total, these documents support reductions in fuel usage, lower carbon footprint, and prudent use of resources.

Innovative alternative fuels and vehicles technologies are in development across the world. Though they may never come close to matching fossil fuels for embodied energy, this constant evolution within the energy and transportation industry will necessitate regular updates to this plan. The different types of fuels and vehicles shown here are the ones that have the most immediate application to our organization.

The objective of the report aims to reduce fuel consumption without affecting the delivery of services to the residents of Alachua County. Providing expected service levels all while being prepared for unforeseen events requires a fleet of many types of vehicles and equipment. Alachua County's fleet is depended upon 24 hours a day, year round. A selection of alternative fuels, vehicles or equipment must be analyzed as to how it will fit these performance requirements. Driving range, time to refuel or charge, serviceability and cargo room loss due to large tanks are all issues to be considered in the selection process, as well as the role they would be required to perform during emergency events. And as with any long range plan, changes in services delivered due to natural disaster or emergency events can impact the success of this fuel reduction plan.

---

[9] Peak Oil is defined here as not the end of oil, but the end of cheap oil. Non-conventional sources and enhanced recovery are not projected to meet growing global demand.

[10] United States Joint Forces Command, The Joint Operating Environment 2010, accessed January 11, 2011; http://www.jfcom.mil/newslink/storyarchive/2010/JOE_2010_o.pdf

BREAKDOWN OF FY 07/08 FUEL USAGE (BASELINE)

To show how the reductions will affect fleet fuel usage, a baseline to measure from must be established. The year that was selected as the baseline to measure fuel usage from will be FY 07/08. This was a typical year, without impacts on fuel usage from storms, hurricanes, fires or in "house construction projects."

This chart represents a breakdown of 2008 fuel usage and the various types of fuel and where it was purchased from. The bulk fuel is dispensed from the county owned bulk fuel tanks at the Public Works Compound and the solid Waste Transfer station. The card lock is fuel purchased from an independent vendor owned sites.

	BULK USAGE	**CARDLOCK USAGE**
DIESEL	232,389	85,796
BIODIESEL	53,079	N/A
UNLEADED	65,617	80,449
SUBTOTAL	351,085	166,245

517,330 TOTAL GALLONS

The figures above illustrate the usage of the different types of fuel Alachua County's fleet utilizes. It is approximately 40% gas to 60% diesel.

TABLE 1 SUMMARY OF STRATEGIES, REDUCTIONS AND COSTS BASE F4 GALLONS-REDUCTION

Strategy	Project Name	Gallons of Diesel and Gasoline (Base FY Gal. - Reduction Gal.)*	Reduction in Gallons	% Reduction4	Cost to Implement
	Base FY07/08	517,330			
Continuation Strategies					
Strategy 1	Continue B20 *	475,330	42,000	8.8%	0
Strategy 2	Continue 5-5-5 *	511,730	5,600	1.1%	0
Strategy 3	2010 Diesel Engines *	509,830	7,500	1.5%	0
Strategy 4	Reduce Waste Hauling *	491,330	26,000	5.1%	0
Technologic Improvements		496,637	20,693	4.0%	0
Totals			**101,793 Gals***	**20.5%**	
Decision Points					
Strategy 5	Additional Hybrids	513,122	4,208	1.0%	$ 32,000
Strategy 6	Electric Vehicles	510,748	6,852	1.4%	$ 400,000
Strategy 7	CNG Vehicles	481,330	36,000	7.0%	$ 590,000
Strategy 8	Manufacture Biodiesel				$ 690,000
Strategy 9	Hybrid Drive Med/Hvy Trucks	510,330	7,000	1.4%	$ 550,000
Strategy 10	E85 Vehicles	487,330	30,000	5.8%	$ 202,000
Totals			**84,060 Gal**	**16.3%**	**$ 2,464,000**

*** These are current strategies in use that are predicted to yield a 20.5% reduction in fossil fuel use. BY 2020**

20% BY FY2020 FUEL REDUCTION PLAN OUTLINE

Baseline

↓

517,330 gallons of fuel were consumed in FY07/08 for county operations.

Strategy 1. **-In Progress-** continue to use B20 biodiesel blend in county owned bulk tanks located at Public works compound and at Leveda Brown Environmental Park Transfer Station. The annual average use is 42,000 gallons a year. This is a 42,000 gallons reduction of fossil fuel use.

42,000 Gallons

Annual

Savings

↓

Strategy 2. **– In Progress-**5-5-5 Plan started in FY09. The goal of the plan is to reduce fleet size by 5%, and to reduce fleet fuel consumption by 5%, over 5 years. This will reduce fleet fuel usage by 5,600 gallons per year.

5,600 Gallons

Annual

Savings

↓

Strategy 3. **- In Progress-** In 2007 and 2010 new federal emissions standards were enacted to lower emissions for "On Road" diesel engines. The new 2010 compliant diesel engines being produced are achieving a 2% increase in fuel mileage. As the current fleet of "on Road" diesel engines are replaced, approximately 7,500 gals. Of fuel will be saved annually, by FY2020.

7,500 Gallons

Annual

Savings

↓

Strategy 4. - **In Progress-** The Waste Hauling Operation is utilizing approximately 25% less fuel. Considering that this is a B20 biodiesel blend the calculation of fuel savings is for diesel only. Also in step 1, the average annual use of B20 biodiesel will be increased to compensate over time. It is anticipated that more recycling will maintain this reduction, or possibly lower it even more. 26,000 gals of diesel fuel will be saved annually.

26,000 Gallons

Annual

Savings

↓

Technologic Improvements –Projected advancements in vehicle and equipment technology to increase fuel mileages to meet future standard will further reduce fossil fuel consumption. Future fleet replacements by these more efficient units will yield an additional 4.0% fuel savings.

20,693 Gallons

Annual

Savings

↓

Predicted Annual savings of 101,793 Gallons by year 2020

By the year 2020 it is projected those 81,000 gals of fuel will be saved annually as a result of programs currently in use. Some of the programs will incrementally increase fuel saving as in step 3,. and technologic improvements while, others are producing fuel savings now. By continuing on this track the fuel consumption will be reduced as follows.

517,330 Gallons Baseline FY 07/08

-101,793 Gallons total fuel saved

415,537 Gallons of projected Annual Fleet Fuel Consumption by 2020

↓

20% Reduction

The steps that are currently in use will save approximately 101,793 gallons of fuel annually by FY 2020. This is a reduction of 20%. New emission compliant diesel engines will represent a new but unavoidable cost ranging from $5,000 to $10,000 more per unit. It is anticipated that the mark up in the vehicle replacement fund and the 2% savings in fuel will absorb the higher price of the 2010 compliant diesel engines.

Advances in automotive and truck technology occur every year. Fleet Management predicts that in the next 10 years, fuel mileage "of on road" and "off road vehicles" will increase another 4% by technologic improvements. For example, currently, there are Federal mandates enacted to lower emissions on "off road" diesel engines. These engines are utilized in construction equipment, generators, and farming equipment. It is anticipated that these lower emission engines will also have an incremental increase in fuel efficiency. There are also other mandates pending to set fuel efficiency standards on heavy trucks, similar to the one utilized for autos and light trucks.

As the Board has taken leadership positions on new technology, (being one of the first in Florida to purchase hybrid vehicles in 2001,) Fleet Management has prepared several stretch strategies for consideration by the B.O.C.C. These would provide deeper reductions in fossil fuel usage and would require a larger capital costs for additional infrastructure and or equipment.

Strategy 5 - **Additional Hybrids-** Add 16 additional hybrids to the fleet. Hybrid vehicles have lower operating costs in addition to higher fuel savings as compared to their standard fuel counterparts. Estimates of these savings currently offset their additional upfront cost, but that is changing. The anticipated fuel saving will be approximately 4,208 gallons annually. The projected cost would be $32,000. The reasoning of this cost is as the used car market becomes saturated with hybrids, the resale will go down as well. Another factor that will affect this will be the increasing fuel mileage of conventional cars. Both of these will affect the life cycle costs.

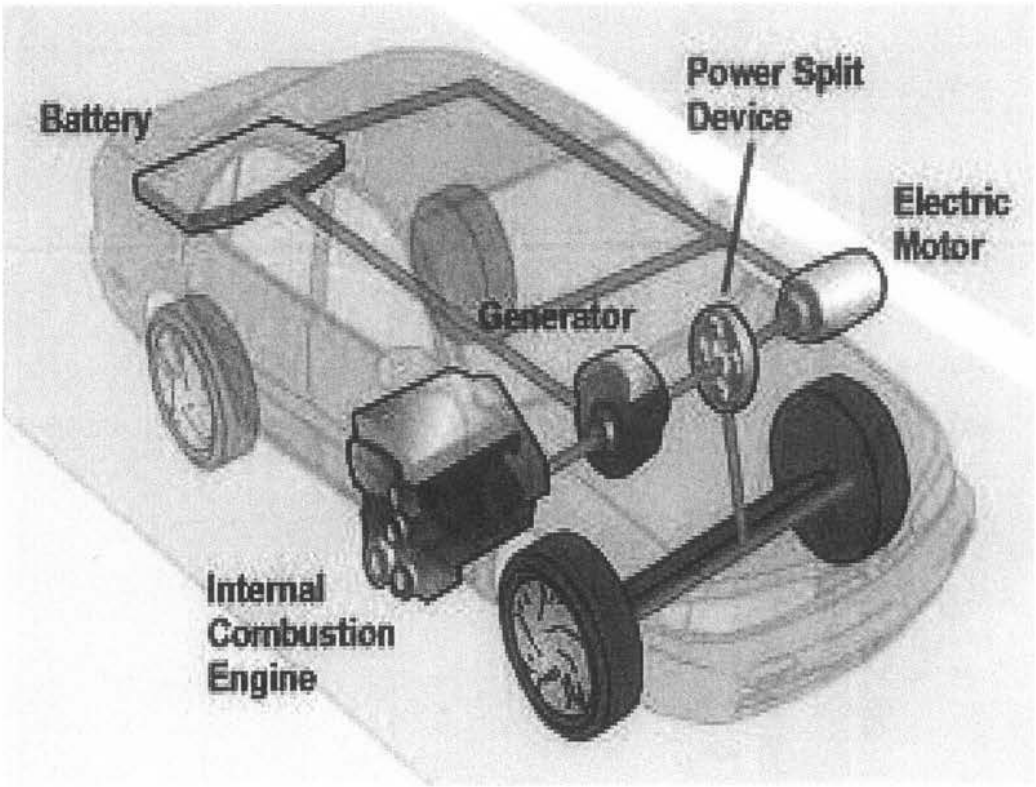
4,200 Gallons Fuel savings annually

$32,000 Investment

Return on investment

will take approximately 3 years

using $3.50 per gallon fuel price.



HYBRID VEHICLE DESIGN

Strategy 6 - **Electric Vehicles-** Replace conventional vehicles with 12 electric vehicles. Considering the range, payload, charging time, and available areas for charging infrastructure, 12 vehicles could be replaced by all electric vehicles. Purchase price is approximately twice as much as a conventional vehicle, not including charging stations. Annual anticipated fuel savings would be 6,852 gallons per year. Additional costs for electric vehicles and infrastructure would be approximately $400,000.

ELECTRIC VEHICLES

Pros

- Lower Maintenance costs
- Lower emissions levels
- (Possible) lower life cycle costs
- (Possible) higher resale

Cons

- Driving Range
- Recharge time (4 hours min.)
- Higher initial purchase price
- (Possible) battery life

6,852 Gals Fuel Saving

$400,000 Investment

Return on investment

will take approximately 10 years

depending on cost of fuel and electricity.



2011 Ford Transit Connect Electric

Strategy 7 - Compressed National Gas (CNG)- Replace 10 light trucks and 10 medium trucks with CNG vehicles. A grant or investment will be needed for a CNG fueling station at the Public Works Compound. This fueling station must be the "Fast Fill type" so as to not impact usage of vehicles "Slo Fill" fuel stations requires several hours to fill a vehicle, vs "Fast Fill" which dispenses fuel at a rate similar to a conventional fuel station. Projected fuel savings would be 36,000 gallons annually. Additional costs of vehicles would be $240,000. Fueling infrastructure will cost $500,000. If a matching grant can be achieved, the cost would be $250,000. Modification to the fleet maintenance shop will be needed to safely service these vehicles. Estimated modification cost of $100,000 for Fleet Shop.

COMPRESSED NATURAL GAS

PROS

- Less expensive than any other fuel
- Availability
- Lower maintenance
- Lower emissions

CONS

- Lower resale value of vehicle
- Higher initial purchase price
- Less Driving range
- Cargo space loss due to tank size
- Not a renewable fuel

36,000 Gallons Fuel Saving Annually

$590,000 Initial Investment

Return on investment

Will take approximately 10 years

Using $3.50 a gallon fuel price.





Example of CNG Alternative Fuel Vehicle

Strategy 8- Manufacture Biodiesel in House- Purchase or construct a biodiesel manufacturing system, to produce biodiesel from used cooking oils collected from county business. This will require a distillation system capable of producing approximately 1000 gals per week, Cost $450,000. Building to house the system $100,000, two additional F.T.E. will be needed to run the program Currently Alachua County is using biodiesel purchased from a vendor. Therefore no fuel savings will be realized; however we can produce biodiesel at a lower cost per gallon, which saves money.

Pros

- Recycling of used cooking oil
- Lower Cost
- Renewable Fuel

Cons

- (Possible) unavailability of feed stock
- Interruption of feed stock going to biodiesel producers could start a bidding war

No Fuel Savings

$690,000 Initial Investment

Return on investment will take approximately

8 years depending on cost of fuel

Manufacture in House Biodiesel



Bio-diesel Processing

How biodisel is made

MIXING OF METHANOL AND CATALYST
A catalyst, typically sodium hydroxide, is dissolved in methanol (wood alcohol).

REACTION
The methanol/catalyst mix and oil or fat are added together and heated, producing a reaction called "transesterification," which results in two major products: glycerin and biodiesel. Technically, biodiesel is methyl esters.

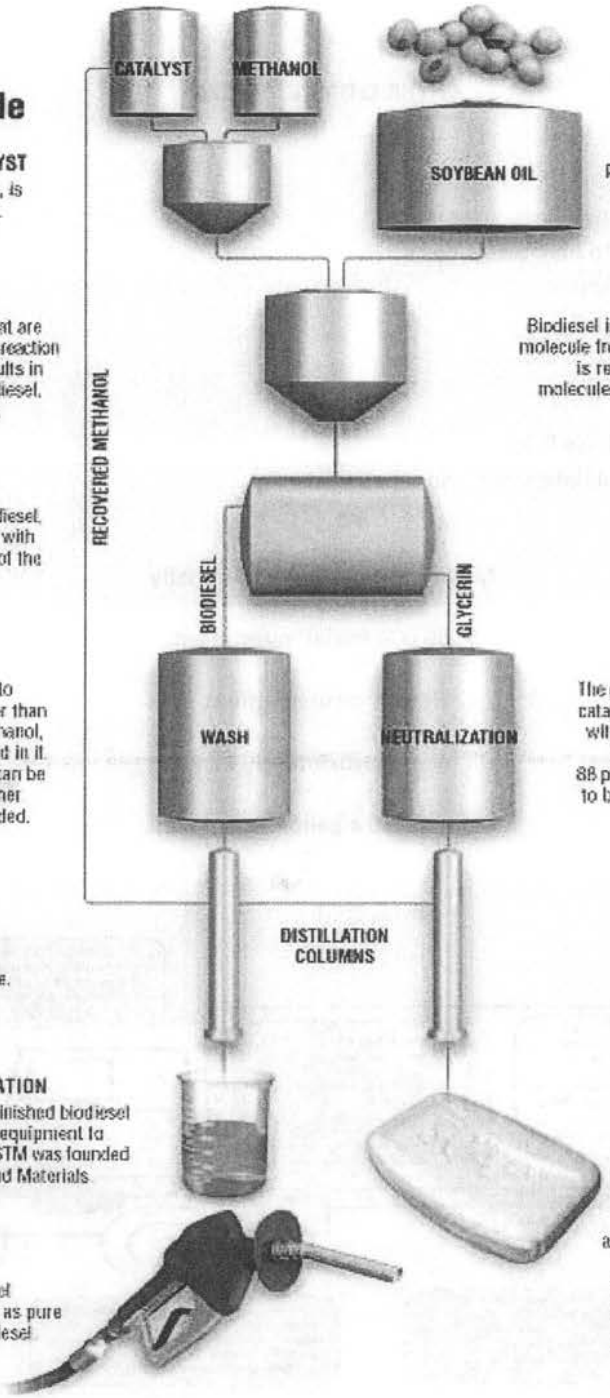
SETTLING
Glycerin is much more dense than biodiesel, and the two can be gravity-separated, with glycerin simply drawn off the bottom of the settling vessel.

WASH
Biodiesel must be washed with water to remove contaminants. Water is heavier than biodiesel and absorbs the excess methanol, sodium hydroxide and soap suspended in it. After washing and settling, the water can be drained from the bottom of the container. Several wash cycles are generally needed.

METHANOL RECOVERY
Excess methanol remaining in the biodiesel and glycerin are removed through distillation and recycled for reuse.

PRODUCT QUALITY AND REGISTRATION
Prior to use as a commercial fuel, the finished biodiesel must be analyzed using sophisticated equipment to ensure it meets ASTM specifications. ASTM was founded as the American Society for Testing and Materials.

FINAL PRODUCT
The finished biodiesel is shipped to fuel distributors by rail or truck, to be sold as pure biodiesel or blended with petroleum diesel.



SOYBEAN OIL
Biodiesel is produced from vegetable oil or animal fat. Most production facilities in Iowa rely on soybean oil. A bushel of soybeans yields 1.4 gallons of biodiesel.

Biodiesel is formed by removing the glycerol molecule from vegetable oil. Once the glycerin is removed from the oil, the remaining molecules are, to a diesel engine, similar to petroleum diesel fuel.

GLYCERIN NEUTRALIZATION
The glycerin byproduct contains unused catalyst and soaps that are neutralized with an acid. Water and methanol are removed to produce 80 percent to 88 percent pure glycerin, which is ready to be sold as crude glycerin or further refined to pharmaceutical grade.

GLYCERIN USES
Glycerin has numerous uses: preserving food; as an emulsifier in butter, margarine and mayonnaise; as a base for lotions; in some printing inks; in cake and candy making; as antifreeze; and making clear soaps.

Sources: National Biodiesel Board, Iowa Renewable Fuels Association, Western Iowa Energy

CRAIG JOHNSON/THE REGISTER

Strategy 9 - Hybrid drive medium and heavy duty trucks. Replace 12 conventional medium and heavy duty trucks in the fleet with trucks equipped with hybrid drive systems. Projected fuel savings annually of 7,000 gallons per year at an additional cost of $550,000.

HYBRID DRIVE TRUCKS

Pros

- 2% to5% Fuel Saving
- (Possible) Rebate to help offset costs
- (Possible) Higher Resale

Cons

- Higher Initial Purchase Price
- (Possible) Higher Maintenance and repair costs

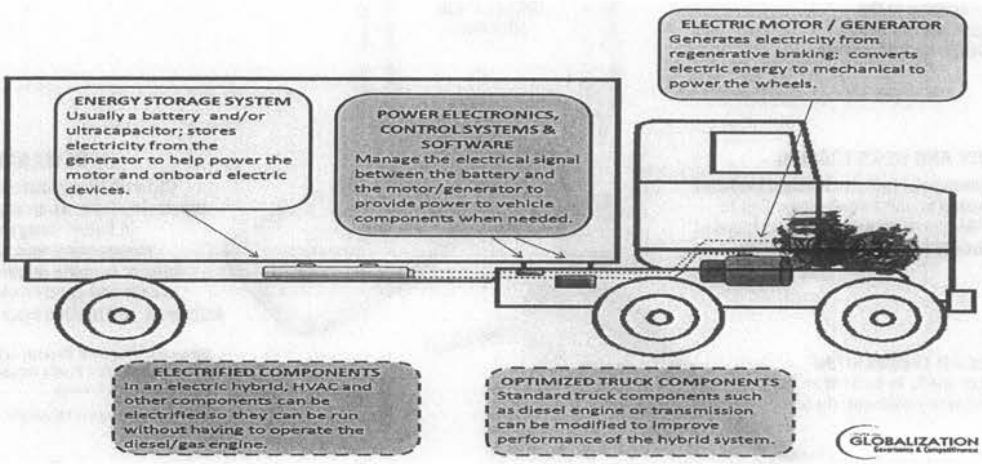
7,000 Gals Fuel Saving Annually

$550,000 Initial Investment

Return on investment

Will take approximately 22 years,

Using $3.50 a gallon fuel price.



Hybrid Heavy Truck Design

Strategy 10 E85 Vehicles- Replacement of 46 vehicles with flex fuel vehicles that utilize E85 fuel. A grant or investment will be needed to add an E85 fuel station to the existing fuel facility at the public works compound. Additional costs to county for vehicles will be $46,000. Most grants for this are matching, so estimated cost to add E85 tanks and pump to fuel station would be approximately $175,000 with the County's match at $87,500 for a total investment by the County of $133,500. This strategy would save approximately 46,000 gallons of gas. E85 is an alternative fuel, however it is less efficient as compared to gas, therefore it will take more E85 to do the same work.

So if the fuel costs $3.00 per gallon, and it takes 22,830 more gallons it will cost the county $68,490 more in fuel. Add this to the fuel station matching grant cost and additional cost of vehicles of $133,500 The total cost to utilize E85 would be $202,000.

E85 (ETHANOL)

PROS

- Renewable Alternative Fuel
- Low cost vehicles
- If ethanol fuel supply is interrupted, fueling infrastructure can be utilized for gas
- Flex fuel vehicles can utilize either gas or E85

CONS

- Without Tax rebate, cost is not competitive
- Requires 1/3 more fuel to do same amount of work as gasoline
- Production of ethanol utilizes more energy to produce than gasoline
- Production of ethanol can interrupt food crops
- Lower cost per gallon dependence on a subsidy to be cost competitive

30,000 Gallons Fuel saving Annually

$202,000 Initial investment

No return on investment

Using $3.50 a gallon fuel price.



CONCLUSION

There are many reasons to ramp up fleet strategies for conservation, efficiency and alternative energy systems. Some may be controversial in fiscally constrained times. There are several facts surrounding the continued overdependence on fossil fuels that are definitive:

- The U.S. is dependent on fossil fuels and the majority of it comes from sources other than our own. This dependence continues to be a major threat to the U.S. national security.
- The costs of fuel are very volatile and unpredictable. Any hint of a possible problem causes fuel prices to rapidly escalate.
- Other countries are rapidly increasing their use of fossil fuels which will drive up the market price to the highest bidder.

These facts alone show that a change is needed. The 20% by 2020 is a plan for change.

Listed below are the steps that Fleet Management recommends to achieve the 20% reduction in fossil fuel usage by FY2020.

Step 1. Continue on the track with continuation strategies #1-4 as listed in the outline.

Step 2. In 2014 The 5-5-5 Fuel Conservation Plan will expire. Recreate another plan to replace it, to continue monitoring fuel usage and fleet size.

Step 3. Monitor technology closely as new fuels and vehicles are developed. Maintain the 20% by 2020 Plan with updated information annually or more often if required.

Step 4. Monitor grant opportunities for possible implementation of alternative fuel infrastructure or vehicles.

Step 5. Purchase new types of vehicles for testing and collection of real world data.

Step 6. As future fuels develop and are supported by a consistent supply, advise County Leadership and B.O.C.C. as to correct timing and implementation to minimize risk. These are steps 5-10 of the outline.

EXCERPT FROM THE ALACHUA COUNTY BOCC GUIDING VISION ADOPTED FY 09/10

The county will work to reduce its' contribution to global climate change through it's' policies which promotes energy conservation and use of alternative energy sources in county operations and in the community.

EXCERPT FROM THE AMENDMENT TO THE ALACHUA COUNTY COMPREHENSIVE PLAN

ENERGY ELEMENT

GOALS, OBJECTIVES AND POLICIES

GOAL

Reduce greenhouse gas emission and fossil fuel consumption; mitigate the effects of rising energy cost: and promote the long-term economic security of Alachua County through energy conservation, energy efficiency and renewable energy production.

STRATEGY

PRIORITY 1
Practice energy conservation.

PRIORITY 2
Maximize energy efficiency.

PRIORITY 3
Promote and invest in renewable energy production.

SECTION 1 – REDUCTION GOALS

OBJECTIVE 1.1
Reduce countywide greenhouse gas (GHG emissions by 80% from 2009 baseline emissions by 2050 with an intermediate goal of a 40% reduction by 2020 and a short term goal of 5% annual reduction.

Policy 1.1.1 The County shall implement a plan to reduce GHG emission per Objective 1.1. To accurately monitor progress the County shall measure GHG emissions for County operations and implement a method for estimating countywide emissions. Findings shall be released in an annual status report for County operations with an estimate of community emissions reported biennially (i.e. every two years) **In addition to changes in total GHG emissions, reports shall include indicators of improvements inefficiency such as reductions in emissions per person, per employee or per square foot, improvements in building performance ratings, or similar measures.**

SECTION 5 – COUNTY GOVERNMENT INITIATIVES

Adopt and implement practices within Alachua County Government that contribute to the energy conservation goals of the Comprehensive Plan.

Policy 5.1.4 The County shall develop and implement a plan to reduce fossil fuel use in the County fleet by 20% from 2010 levels by the year 2020.

OBJECTIVE 5.2

Increase the use of renewable energy in County Government.

Policy 5.2.1 Alachua County shall purchase or produce renewable energy for at least 10% of total County Government (cumulative) consumption by 2015, and 20% by 2020.

Policy 5.2.2 The County shall incorporate renewable energy production into County facilities where appropriate.

Policy 5.2.3 Pursue funding to develop alternative energy facilities that would be capable of producing energy from anaerobic digestion, solar energy, biodiesel or other forms of sustainable energy resources.

EXCERPT FROM THE ENERGY CONSERVATION STRATEGIES COMMISSION (ECSC) 2008 REPORT

PG 70 MAJOR STRATEGIC POLICIES: REDUCE FOSSIL FUEL USE ESTABLISH TIMELINE:
Establish a timeline for County Government to reduce fossil fuel use, consistent With the goal of a 50% greenhouse gas reduction by 2030 and 80% greenhouse Gas reduction by 2050. Use 1998 as the base year (2001 Alachua County Greenhouse Gas Report.) Encourage others within the community to meet the same or similar targets.

PG 74 MAJOR STRATEGIC POLICIES: TRANSPORTATION AND ENERGY GOALS:
Reduce use of, and dependence on liquid fuel by 2020. Double at least, the fuel consumption efficiency (MPG) of the Alachua County Government Fleet. Move to non fossil fuel fleets as soon as possible.

PG 74 MAJOR STRATEGIC POLICIES: LIFECYCLE ANALYSIS OF GREEN HOUSE GAS EMISSIONS:
Lifecycle analysis of greenhouse gas emissions should form the basis of any decision on use or generation of fuel sources. Equal consideration should be given to minimizing toxic pollutants and strict enforcement of U.S. EPA guidelines.

PG 76 MAJOR STRATEGIC POLICIES AMEND COMPHREHENSNSIVE PLAN: ADD MAJOR ENERGY STRATEGIS.
Amend the Alachua County comprehensive plan to include, in the appropriate locations the goals, objectives and policies included in this chart. Amend the comprehensive plan to add an energy element.

PG 86 PUBLIC AND COMMUNITIES: PROMOTE COMMUNITY NO IDLE POLICY:
Introduce and encourage the use of **"no idle"** policies for all public and private fleet vehicles.

PG 88 COUNTY GOVERNMENTS: REDUCE FOSSIL FUEL USE. Establish a timeline for reduction of fossil fuel use, consistent with the goal of a 50% greenhouse gas reduction by 2030 and an 80% greenhouse gas reduction by 2050.

PG 96 COUNTY GOVERNMENT: ALTERNATIVE VEHICLE FUEL
Develop a partnership with the U.S. Dept. of Energy and other local partners to help jumpstart local development and use of alternative fuels, vehicles for blends, and fueling infrastructure.

PG 96 COUNTY GOVERNMENT ALTERNATIVE FUEL USE-LOW CARBON INTENSITY ETHANOL.
Where possible the county will endeavor to use ethanol produced by a means that minimizes the life cycle carbon emissions of its production, distribution and consumption until such time as this fuel source provides a 50% reduction in life cycle greenhouse gas emission relative to petroleum.

PG 96 COUNTY GOVERNMENT: CONVERSION OF FLEET AND EQUIPMENT Develop a timeline by which to implement conversion of government fleet to plug in hybrid, electric vehicles, biodiesel and biogas and development of supporting infrastructure. Consider same for new vehicular machinery.

DETAIL OF CURRENT STRATEGIES TO REDUCE COST, CONSERVE FUEL AND LOWER EMISSIONS.

BIODIESEL

Alachua County has utilized biodiesel over the last 6 years. Between the years of 2003 to 2006 biodiesel could not be purchased from vendors located close enough to prevent paying a very high transport charge, and the production of biodiesel was very sporadic. In 2006 biodiesel supplies were more available, and Alachua County has utilized a B-20 blend in the bulk tanks located at the Public Works compound in Hague and the Leveda Brown Environmental Park, since.

ULTRA LOW SULFUR DIESEL

All on road diesel vehicles are mandated by the federal government to utilize ultra low sulfur diesel. Alachua County utilizes ultra low sulfur diesel in all diesel equipment on road and off road.

RIGHTSIZING PROGRAM

Before the replacement of vehicles or equipment, an analysis of the past performances of this unit is conducted by Fleet Management. In this analysis several factors are considered before ordering the replacement. Maintenances cost, fuel cost, reliability, and ability to perform intended function, are a few of the major areas that are analyzed, this will assist in determining the purchase of the most efficient and, economical unit, as well as a lower emissions.

5-5-5

Fuel Reduction Plan was started in Feb 2009. The goals of this plan are to reduce fleet size by 5%, fleet fuel by 5% over 5 years. The baseline of the plan was Feb 2008. So far this plan has reduced fleet size by 21 vehicles and saved 16,887 gallons of fuel in 2 years.

REDUCTION OF TAKE HOME VEHICLES

A committee was organized to examine the vehicles that were taken home. The take home committee approves/or disapproved the take home vehicle requests. This has resulted in an over 50% reduction in take home vehicles.

FUEL CONSERVATION

A Fuel Conservation policy was created in 2009 to reduce fuel usage and lower emissions, from Alachua County Fleet Vehicles and Equipment. This plan outlines fuel conservation through better driving habits.

DEFINTIONS

BIOMASS – A variety of renewable fuel sources derived from organic plant and animal material, such as wood, crops, landfill gas, solid waste, and alcohol fuels. These resources can be used to generate, electricity, heat, and develop alternative transportation fuels.

BIOGAS – Is produced from the anaerobic digestion of organic matter such as animal manure, sewage, and solid waste. After it is processed to a required standard of purity, biogas is a renewable substitute for natural gas.

GGE (GASOLINE GALLON EQUIVALENT) – Is the amount of alternative fuel it takes to equal the energy content of one liquid gallon of gasoline.

FFV (FLEXIBLE FUEL VEHICLES) – Vehicles produced to utilize E85, gasoline or any blend of the two different fuels.

LNG (Liquefied Natural Gas) – To provide more driving range than compressed natural gas, the gas is cooled to -260 and condensed into a liquid and stored in insulated tanks.

CNG (Compressed Natural Gas) – To provide adequate driving range natural gas is compressed into a high pressure tank.

LPG (Liquefied Petroleum Gas) – Otherwise known as "propane."

E85 (Ethanol 85% conventional gas 15%)

NGV (Natural Gas Vehicles) Vehicles that are constructed to utilize CNG or LNG exclusively

GHG (Greenhouse Gas Emissions) – Scientific evidence suggests that the buildup of greenhouse gases in the atmosphere is raising the earth temperature and changing the earth's climate. Transportation specifically, the combustion of fossil fuels in our vehicles, is the single largest source of human made green house gases, being emitted.

DIFFERENT TYPES OF ALTERNATIVE FUEL

BIODIESEL

Biodiesel is a renewable alternative fuel produced from a wide range of vegetable oils and animal fats. Pure biodiesel or biodiesel blended with petroleum diesel is a cleaner burning replacement for petroleum diesel.

Biodiesel is blended with conventional diesel fuel. The "B" designation stands for biodiesel and the number after it is the percentage. For example: B20 is biodiesel 20%, conventional diesel 80%. B100 is pure biodiesel. B5 is 5% biodiesel blended with 95% conventional diesel. Most diesel engines currently manufactured are capable of utilizing a B20 blend.

Pure biodiesel B100 has 93% of the energy content as diesel fuel. B20 has 99% of the energy content of diesel fuel.

ELECTRICTY

Electricity can be used to power and charge electric and plug in electric vehicles directly from the power grid. Vehicles that run on electricity produce no tailpipe emissions. The only emissions that can be attributed to electricity are those generated in the production process of electricity at the power generating station.

ETHANOL (E85)

Ethanol (E85) is 85% ethanol blended with 15% gasoline. Ethanol is a renewable fuel made from various plant materials or feed stocks. Ethanol has about 77% the energy content of gasoline. To go the same distances, it will take about 1/3 more in ethanol.

HYDROGEN

Hydrogen is the simplest and most abundant element in the universe. Hydrogen can be produced from fossil fuels, biomass or even by electrolyzing water. Hydrogen can be produced by renewable energy technologies, qualifying at as a renewable fuel.

METHANOL

Methanol is also known as wood alcohol. Most methanol are produced by a process using natural gas as a feedstock.

Methanol has 50% of the energy content of gasoline. To go the same distance a car will burn double in methanol as compared to gasoline.

NATURAL GAS

CNG AND LNG

Natural gas is a domestically produced fuel. Compressed natural gas (CNG) is natural gas compressed into a high pressure tank, to provide adequate driving range of a vehicle. Liquefied natural gas (LNG is natural gas purified and condensed into a liquid form by cooling to -260 F, to further reduce the volume, so driving range is further extended. LNG requires a special insulated tank to keep the gas at a low temperature. Natural gas is plentiful; however it is not a renewable fuel.

LIQUIFIED PETROLEUM GAS

"PROPANE"

Propane also known as liquefied petroleum gas (LPG). It is produced as a by product of natural gas processing. Propane is not renewable fuel.

Propane has approximately 70% of the energy content of gasoline, so to go the same distance; it will require about 1/3 more in propane.

OTHER LESS KNOWN FUELS UNDER DEVELOPMENT

BIOBUTANOL

Biobutanol is an alcohol produced through processing of domestically grown crops, such as corn or sugar, beets, or from petroleum.

BIOGAS

Biogas is produced from the anaerobic digestion of organic matter such as manure, sewage, or solid waste. After purification biogas is a renewable substitute for natural gas.

BIOMASS TO LIQUIDS

Biomass to liquids is a term describing processes for conversion of biomass into a liquid fuel. Biomass is converted into a gas, and then into a liquid.

COAL TO LIQUIDS

Coal to liquid is a process of converting coal into a liquid fuel.

FISCHER- TROPSCH DIESEL

Fischer-Tropsch Diesel is produced by converting GAS (i.e. natural gas, biomass, or gasified coal into a liquid fuel.

GAS TO LIQUIDS

Gas to liquids is a process for converting natural gas into a liquid fuel.

HYDROGENATION DERIVED

RENEWABLE DIESEL

Hydrogenation derived renewable diesel is the product of fats or vegetable oils, alone or blended with petroleum that have been refined in an oil refinery. This fuel is also known as second generation biodiesel.

"P" SERIES FUEL

"P" series fuel is a blend of natural gas liquids, ethanol and biomass derived co solvents. "P" series fuels can be used in flexible fuel vehicles.

FUEL EQUIVALENCY CHART ENERGY CONTAINED IN VARIOUS ALTERNATIVES FUELS AS COMPARIED TO 1 GALLON OF GASOLINE

GASOLINE	1 GAL	100%
DIESEL	1 GAL	113%
BIODIESEL (B100)	1GAL	103%
BIODIESEL (B20)	1GAL	109%
CNG	5.66LBS	100%
LNG	1GAL	64%
ELECTRICTY	33.40KWH	100%
ETHANOL (E85)	1GAL	77%
HYDROGEN	2.198LBS	100%
LPG (PROPANE)	1 GAL	73%
METHANOL	1GAL	49%

Chart 1 This chart shows the energy contained in various types of alternative fuels as compared to gasoline.

1 GALLON OF DIESEL FUEL AS COMPARED TO DIFFERENT BLENDS OF BIODIESEL

DIESEL	1 GAL	100%
BIODIESEL (B100)	1GAL	93%
BIODIESEL (B20)	1GAL	99%

Chart 2 This chart shows the energy contained in various biodiesel blends as compared to pure diesel fuel.

ALTERNATIVE FUEL VEHICLES

There are many different types of alternative fuel vehicles. The vehicles listed are the more popular types that the automotive industries are pursing.

FLEXIBLE FUEL VEHICLES (E85) Vehicles are gasoline engines vehicles capable of operating on E85 or gasoline or a mixture of both. They require no special fuel tanks or equipment, and get 1/3 less M.P.G. then gasoline. They require specialized fuel infrastructure. The driving range is less than a gasoline vehicle.

NATURAL GAS VEHICLES (CNG OR LNG) – are gasoline engines or converted diesel engines fueled exclusively with CNG or LNG and are also capable of utilizing a blend of natural gas and gasoline bi-fuel. One of the draw backs is the size of the tanks, and the range. Another issue with CNG and LNG is the special fueling infrastructure required.

HYBRID VEHICLES – are powered by a conventional engine and or electric power stored in a battery. The battery is charged by the conventional engine, and by a regenerative braking system. Driving range is the same or more than a conventional vehicle.

PLUG IN HYBRIDS– are similar as a hybrid. The difference is the plug in hybrid battery is larger in capacity, and is able to be plugged in the electrical grid to be charged. Also plug in hybrids have a very small gas engine to a recharge the batteries during operation, but this engine cannot transmit power to the drive train like hybrid. The plug in hybrid is capable of being driven farther than the hybrid on electrical power only. These vehicles can be charged from outlets which take 6-8 hours, in most applications.

ELECTRIC VEHICLES- Utilize a battery and electric motor for propulsion. The battery is charged by plugging into the electrical grid, typically the range is 100 miles or less, and requires 6-8 hours to slow charge, or 15 to 30 minutes to fast charge, with special equipment.

FUEL CELL VEHICLES- Are similar to electric vehicles. The electric power is provided by a fuel cell powered by hydrogen. Hydrogen powered vehicles have a good driving range.

Chart showing the fossil fuel and Alternative Fuel subsidies, ELI (Environmental Law Institute) report on federal fuel subsidies.

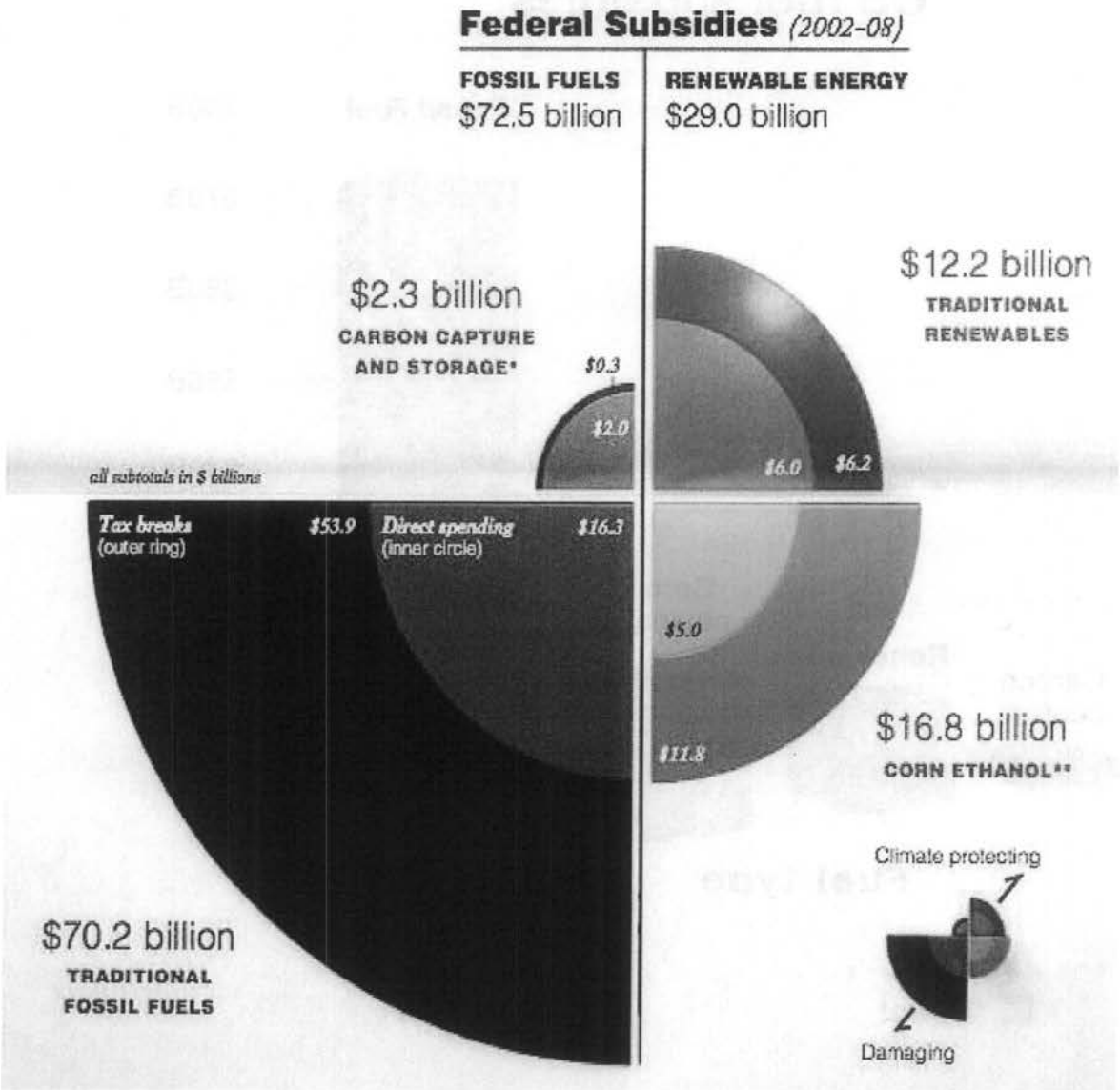
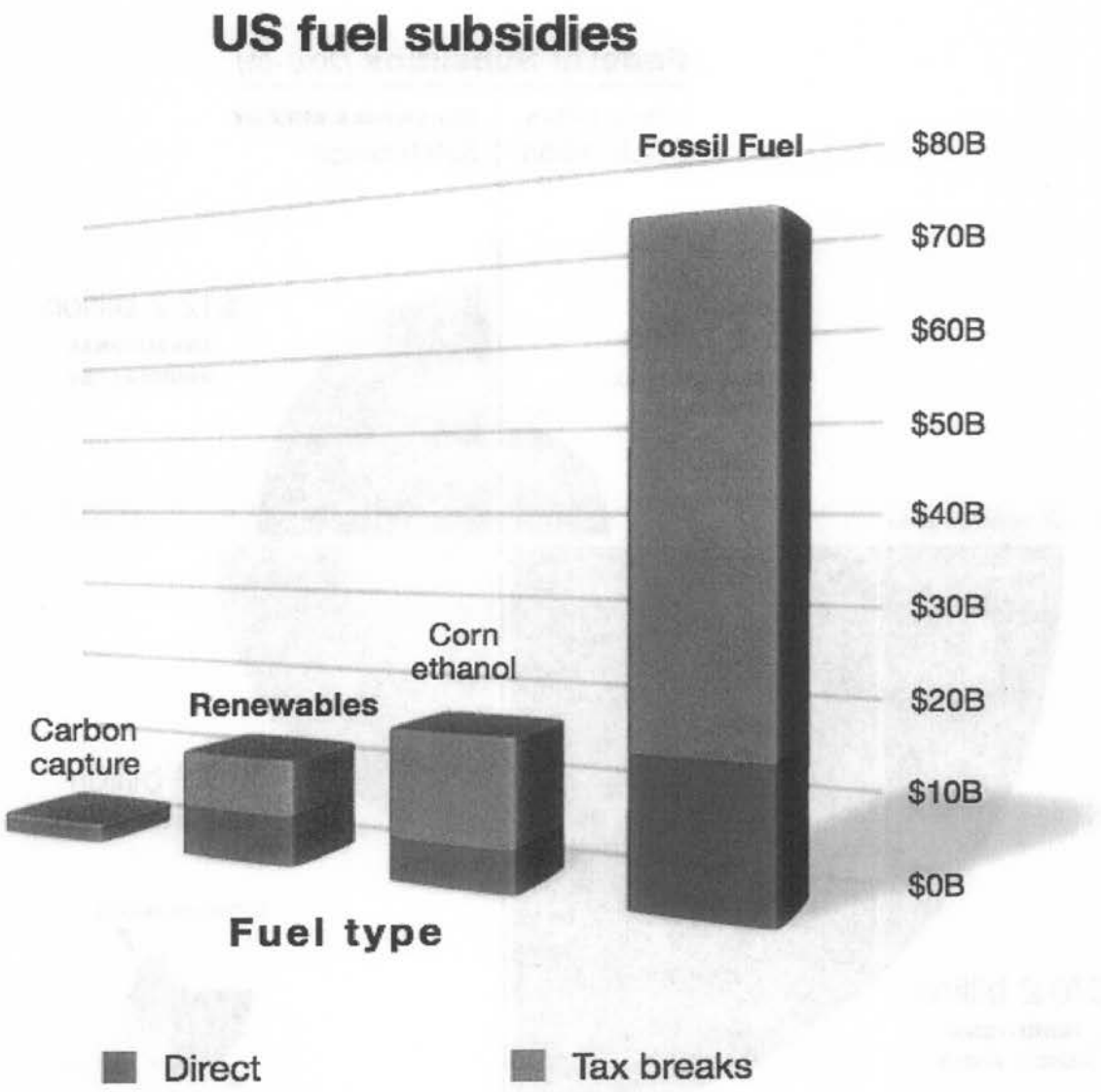
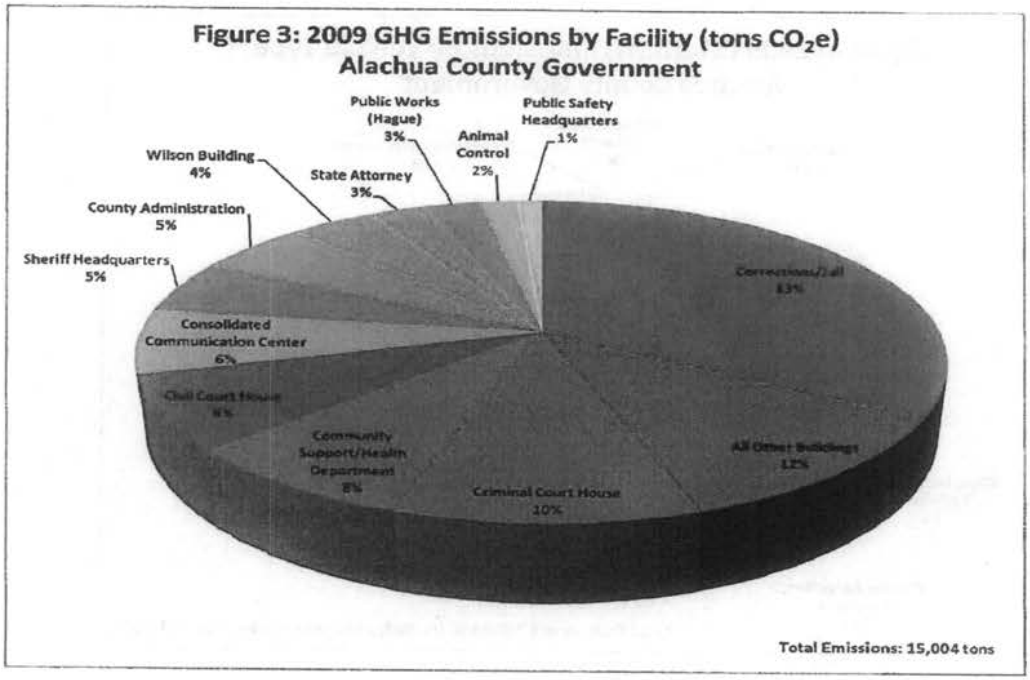


Chart showing fuel subsidies on different types of fuels, and where the Subsidies came from taxes or direct contributions taken from The ELI (Environmental Law Institute) Report on fuel subsidies.



Excerpt from Alachua County Green House Gas Report

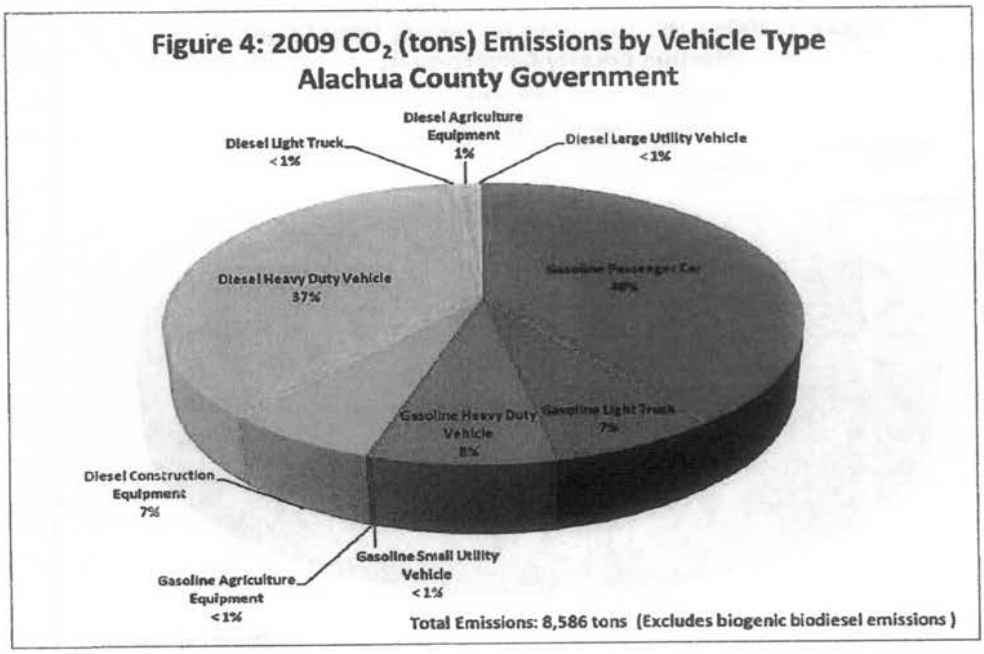
2008/2009 County Govt. April 2010



2.4 Carbon Dioxide Emissions by Vehicle Type

Figure 4 depicts the carbon dioxide emissions based on the breakdown of fuel used by vehicle type (Gasoline Passenger Car, Diesel Light Truck, Gasoline Light Truck, etc.) as reported by Alachua County's Fleet Management and Constitutional Officers. Total vehicle fleet emissions amounted to 8,586 tons of CO_2 for the year 2009. This does not include the biogenic emissions from renewable biodiesel fuel use (519 tons CO_2). Gasoline Passenger Cars were the largest contributor (40 percent), followed by Diesel Heavy Duty Vehicle (37 percent), Gasoline Heavy Duty Vehicle (8 percent), Gasoline Light Truck (7 percent), Diesel Construction Equipment (7 percent), Diesel Agriculture Equipment (1 percent), Diesel Large Utility Vehicle (<1 percent), Diesel Light Truck (<1 percent), Gasoline Agricultural Equipment (<1 percent) and Gasoline Small Utility Vehicle (<1 percent). The Diesel Heavy Duty Vehicle category includes the emissions from the waste hauling diesel trucks taking waste from the County's Transfer Station to the out-of-county New River Landfill and emissions from the Public Safety's Fire/Rescue trucks and ambulances. Because data was not available on the types of vehicles in use by Alachua County's Sheriff's Office, all of the gasoline fuel consumed by this entity was assigned

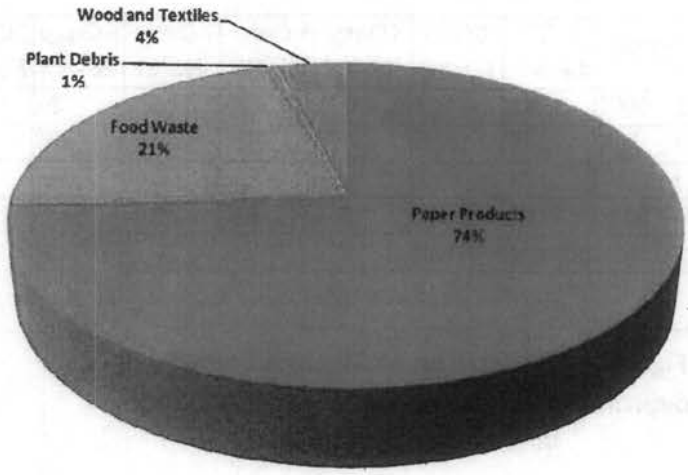
to the "Gasoline Passenger Car" category as per standard ICLEI protocol. As indicated in Appendix C, Figure C-4, 2008 breakdowns by vehicle type are not significantly different than those shown in Figure 4.



2.5 GHG Emissions by Solid Waste Type

Figure 5 shows the breakdown of the CO_2e emissions generated from the estimated tons of solid waste generated from Alachua County government's operations. The total GHG emissions of 223 tons CO_2e shown in Figure 5 is calculated from the estimated solid waste tonnage from County government operations only. The specific composition of County government's waste stream was not available. For the purpose of this inventory the specific composition was based on the available data for the entire Alachua County solid waste stream. The paper products category in Figure 5 was the largest contributor (74 percent), followed by food waste (21 percent), plant debris (1 percent), and wood/furniture/textiles (4 percent). Other waste, such as metal, plastic, glass, etc. was not included in the inventory. As indicated in Appendix C, Figure C-5, 2008 breakdowns by Solid Waste are not significantly different than those shown in Figure 5.

Figure 5: 2009 GHG Emissions from Solid Waste (tons CO_2e) Alachua County Government



*Other waste such as metals, plastics, glass, etc. are not included

Total Emissions: 223 tons

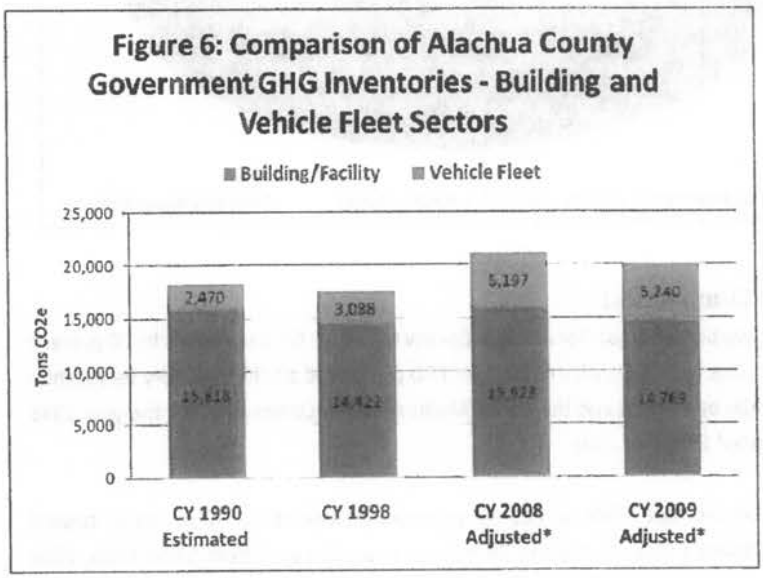
3.0 Inventory Comparison

In 2001, the BoCC established a goal for Alachua County to reduce GHG emissions by 20 percent from 1990 levels by the year 2010. Also in 2001, ACEPD completed a GHG Inventory for Alachua County governmental operations and the entire Alachua County Community, for the year 1998 including an estimated 1990 inventory.

To assess the progress that Alachua County government operations have made toward reducing GHG emissions and achieving the 20 percent reduction goal from 1990 levels, 2008 and 2009 GHG emissions from the Building/Facilities sector and the Vehicle Fleet Sector were compared to the equivalent sector emission values from the 1998 and estimated 1990 inventories. Emissions from the Solid Waste sector are small and could not be accurately compared from 2008 and 2009 inventories to earlier inventories due to differences in data procedures with the earlier inventories. Adjustments were necessary in the 2008 and 2009 inventories to allow a more accurate comparison to the earlier inventories due to differences related to what buildings/facilities and energy sectors were or were not included in each inventory. The adjustments and assumptions made for this comparison are summarized in **Appendix D.** The comparison of total GHG inventories from 1990 estimated, 1998, 2008 adjusted, and 2009 adjusted is provided in **Table 1** and depicted graphically in **Figure 6**.

Table 1: Comparison of Alachua County Government GHG Inventory for Building and Vehicle Fleet Sectors (Estimated 1990, 1998, 2008 and Estimated 2009)

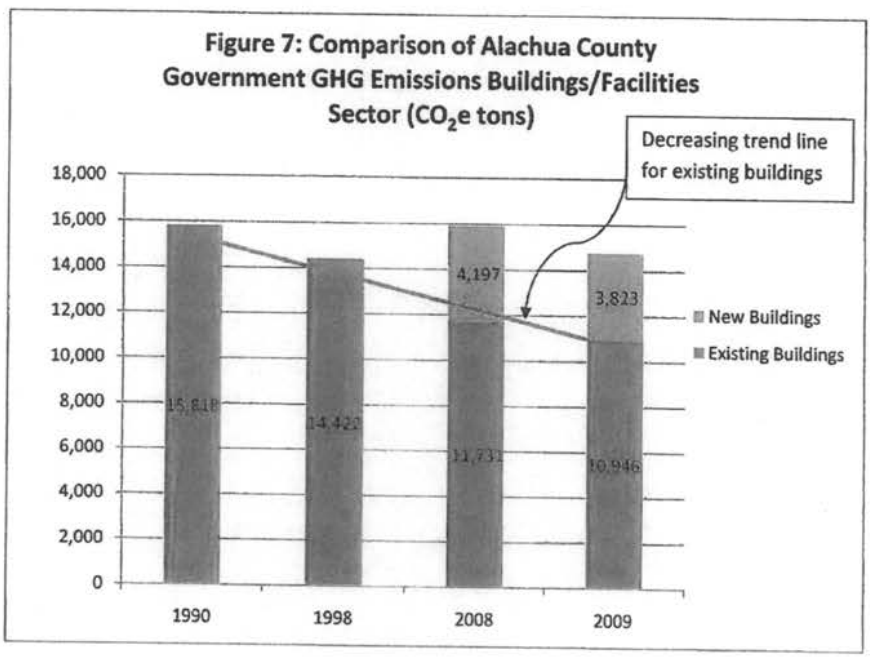
Sectors	CY 1990 Estimate	CY 1998	CY 2008 Adjusted*	CY 2009 Adjusted*	% Change 1990-2008	% Change 1990-2009	% Change 1998-2008	% Change 1998-2009	% Change 2008-2009
Building/Facility	15,818	14,422	15,928	14,769	0.7%	-6.6%	10%	2%	-7%
Vehicle Fleet	2,470	3,088	5,197	5,240	110%	112%	68%	70%	1%
TOTAL	18,288	17,510	21,125	20,009	15.5%	9.4%	20.6%	14.3%	-5%
* 2008 and 2009 data adjusted for comparison with 1998 data.									



As indicated in **Table 1**, there is a 9.4 percent increase in overall GHG Emissions in the combined Building/Facility and Fleet sectors between 1990 and 2009. Comparing the estimated 1990 and the 2008 inventories, there appears to be a 15.5 percent increase in emissions. The lower percent increase associated with the 2009 data appears to be a result of energy reduction improvements implemented in County facilities during the 2008 and 2009 time period. The comparison of the Building/Facility sector emissions between 2008 and 2009 shows an overall 7 percent decrease in GHG emissions. Table 1 and Figure 6 indicate that the greatest contributing sector to the increased GHG emissions in the 1990 to 2009 time period is the Vehicle Fleet sector.

3.1 Buildings and Facilities Sector

As indicated in **Table 1** and **Figure 7** below, GHG emissions associated with the Building/Facility sector decreased by 6.6 percent from 1990 to 2009. When compared to the 1998 inventory, the adjusted 2009 inventory shows a 2 percent increase in the Building/Facility sector. Using the adjusted 2008 data for comparison with 1998 shows a 10 percent increase in GHG emissions for this same sector. There was an increase in the number of buildings/facilities between 1998 and 2009. The adjusted 2009 inventory includes 52 buildings/facilities while the 1998 inventory includes 42 buildings/facilities. Several significant county facilities were added during the decade from 1998 to 2008 including the Criminal Court House, the new Community Support Services and Health Department Building, and the Consolidated Communication Center. Other smaller facilities and leased facilities were added and facility modifications/expansions were also implemented in this decade. The fact that there is only a modest increase in GHG emissions from the Building/Facilities sector during the period from 1998 to 2009 while several significant new buildings have been added to the County inventory indicates that the energy reduction efforts implemented in county operations have reduced the rate of increase in GHG emissions. This is demonstrated by the 24 percent decrease in emissions from existing buildings during this time period.



SUMMARY OF ALACHUA COUNTY FLEET 01/11

Autos, utility vehicles, vans, pickups	200
Medium and heavy trucks	93
Heavy equipment	75
Small Engine Equipment	356
Trailers	78
Misc. Attachments	43
Total	845

*** Out of the 200 Auto, Utility Vehicles Vans and Pickups**

Hybrid Cars	15
Hybrid Utility Vehicles	24
Compact Utility Vehicles	3
Compact Pickup	32
Total	74

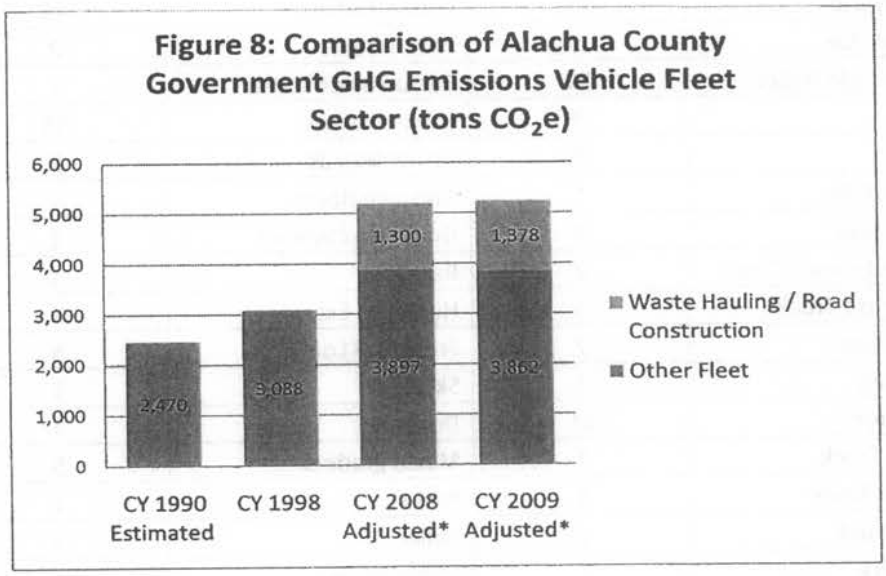
37% of this category is low emissions/energy savings vehicles.

FLEET EQUIPMENT CLASS 01/11

Description	Quantity	Description	Quantity
Compressors	13		
Generator (Portable)	24		
Striper	1		
Sprayer (Herbicide)	1		
Mixer (Concrete)	1		
Auger (Large)	1		
Posthole Auger	3		
Core Drill	1		
Tiller	4		
Concrete Grinder	1		
Tampers	6		
Pressures Washers	3		
Outboard Motors	2		
Boats	2		
Ventilators	3		
Concrete Saws	9		
Trim Saws (Extending)	27		
Chain Saws	62		
Weed Eaters	52		
Blowers	44		
Edgers	20		
Trimmers	5		
Seeder	1		
Push Mowers	33		
Riding Mowers	16		
Spreader Truck	1		
Pumps (Small)	9		
Total	345		
Page Total 2	345		
Subtotal Page 1	500		
Subtotal Page 2	345		
Grand Total	845		

FLEET EQUIPMENT CLASS 01/11

Description	Quantity	Description	Quantity
Autos	13	Dump Trailer	1
Autos, Hybrid	15	Waste Trailers	16
Utility Vehicle	17	Boat Trailers	2
Utility Vehicle Hybrid	24	Radio Tower Trailer	1
Van	28	Utility Trailers	58
Pickup	85	Arrow Boards	2
Pickup Hybrid	1	Message Board	3
Flatbed Truck	2	Gradall Excavators	2
Sign Maintenance Truck	2	Backhoe	1
Fleet Service Truck	2	Hydraulic Excavator	1
Animal Truck	7	Front End Loaders	5
Animal Van	4	Skidsteer	1
Labor Truck	11	Dozer	1
Sweeper Truck	1	Motor graders	5
Tree Trim Truck	1	Paver	1
Asphalt Truck	1	Roller	3
Patch Truck	1	Traffic Roller	1
Fuel Truck	1	Hay Blower	1
Yard Jockey Truck	1	Forklift	2
Pincher Truck	2	Sewer Cleaner	1
Spreader Truck	1	Generator (Fixed)	10
Water Truck	2	Pumps	6
Rolloff Truck	4	Mixer (Reclaimed)	1
Dump Truck	9	Chipper	4
Large Cargo Van	1	Tractor Sweeper	1
Brush Truck (Fire)	6	Tractor (Boom)	3
Rescue Unit (Ambulance)	22	Tractor	20
Heavy Rescue (Fire)	1	Mowers (Tractor)	16
Pumpers (Fire)	13	Heavy Equip. Attachments	26
Aerial Truck (Fire)	1	Golf Cart	3
Tanker Truck (Fire)	3	Golf Car (Ambulance)	2
Semi Tractor Truck	11	ATV	6
		Electric Utility Vehicle	1
Total	293	Total	207
Subtotal Page 1	500		



The comparison of inventories has indicated that a significant increase in fuel usage (especially diesel fuel) has occurred during the 1990 to 2009 time period due to the additional tractor trailer vehicle miles associated with the County's decision to haul garbage to New River Landfill in Union County from the Leveda Brown Transfer Station located on Waldo Road. Continued emphasis on reducing fuel usage should be a priority for County operations if progress is to be made toward achieving GHG reduction goals. The Alachua County Energy Conservation Strategies Commission in their December 2008 report made several recommendations directed toward reducing the carbon footprint from vehicles of the Alachua County community and government. Alachua County Fleet management has implemented programs to reduce the size of the County's fleet, improve the energy efficiency of vehicles purchased and the use of hybrid vehicles. A few suggested strategies for continued improvement in this vehicle sector include:

- Continue energy reduction and efficiency improvements in current county fleet vehicles;
- Increase use of alternate fuels such as natural gas and biofuels and hybrid vehicles;
- Continue to regularly evaluate and right-size the number of County fleet vehicles;
- Increase use of teleconferencing, telecommuting and ride sharing to reduce vehicle trips;
- Consider GHG impacts as well as costs when planning for future vehicles and fuel strategies;
- Reduce the amount of out-of-county solid waste disposal.

significant program for reducing energy in its buildings and facilities sector. A few suggested strategies for continued improvement in this building sector include:

- Continue emphasis on building energy reductions through energy efficiency upgrades, and improved energy systems controls;
- Implement improved tracking of energy usage in the building and facilities sector through automation and use of tools such as Utility Manager Software;
- Adopt rigorous energy efficiency standards for new County buildings and facilities;
- Evaluate possible reductions in County building space to reduce energy demand;
- Take into account GHG impacts when planning for capital improvements in the building sector.

3.2 Vehicle Fleet Sector

The Vehicle Fleet sector has seen a considerable overall increase in CO_2e emissions since 1998. A 70 percent increase in Total Fleet CO_2e emissions between 1998 and 2009 is indicated in **Table 1** and **Figure 8** below. Table 1 shows a 112 percent increase in vehicle fleet emissions between 1990 and 2009. Some of this increase may be attributable to differences in vehicle fleet emission calculation procedures between those used in the 1990 and 1998 inventories as compared to the 2008 and 2009 inventories (see Appendix D), however, discussions with County Fleet management have indicated that the observed increase is likely due to actual increased fuel consumption during this period. It is possible that the increase in overall GHG emissions is due to an increase in the number of county fleet vehicles during the 1998 to 2009 period. It was not possible to accurately quantify the exact increase in the number of fleet vehicles and equipment. Recent changes to County Fleet and Vehicle policies have emphasized a reduction in the number of County vehicles, and recent data has indicated that this reduction has occurred. Discussions with County Fleet management have indicated that one likely major contributor to the increase in fuel usage from 1998 to 2009 is the addition of the County waste hauling heavy diesel vehicles (tractor trailers) in 1999. During that year, Alachua County began hauling solid waste in as many as 10 trucks per day for 3-4 trips each from the Leveda Brown Environmental Park and Transfer Station to a landfill in Union County. Previous waste hauling was handled by private companies to the Archer Landfill with little impact on County fuel usage. Additionally, during this time period, the County has undertaken road re-paving activities that have increased the use of heavy trucks and diesel construction equipment and resulted in an increase in diesel fuel usage. It is estimated that 64 percent of the total increase in GHG emissions between 1998 and 2009 is attributable to the increased fuel used for waste hauling and road construction vehicles.

Table 2 provides a comparison of 2008 and 2009 GHG emissions with emissions data from 1998 for those buildings/facilities that contributed greater than 200 tons CO_2e in 2008. (Individual building information from 1990 was not available.) The Corrections/Jail facility shows a 26 percent decrease in CO_2e emissions for the 1998 to 2008 time interval and a 31 percent decrease for 1998 to 2009. Public Safety Headquarters shows a 52 percent reduction in emissions from 1998 to 2008 and a 62 percent reduction from 1998 to 2009. Additional significant reductions in the 1998 to 2009 time period include the County Administration Building (28 percent), State Attorney building (24 percent), Sheriffs Headquarters (21 percent) and Wilson Building (18 percent). These reductions are attributed to the major energy efficiency efforts that have taken place over the last decade at these facilities. The 183 percent and 124 percent increases in emissions from 1998 to 2008 and 2009 respectively for the Community Support Services/Health Department are likely due to the consolidation of several smaller offices into a new, larger facility since 1998.

Table 2: Comparison of County Buildings/Facilities emissions for 1998, 2008, 2009

Building/Facility Name	Emissions Tons CO_2e					
	Year 1998	Year 2008	Year 2009	% change 1998-2008*	% change 1998-2009*	% change 2008-2009*
Corrections/Jail	7152	5260	4,963	-26	-31	-6
Civil Court House	1155	1349	1,130	17	-2	-16
Criminal Court House	na	1651	1,545	na	na	-6
Community Supp./Health Dept.	542	1533	1,215	183	124	-21
County Admin	1105	1010	787	-9	-29	-22
Consolidated Comm. Center	na	933	957	na	na	3
Sheriff Headquarters	1031	787	818	-24	-21	4
Wilson Building	746	617	610	-17	-18	-1
State Attorney	546	432	417	-21	-24	-3
Public Works	365	416	392	14	7	-6
Animal Control	194	274	268	41	38	-2
Public Safety Headquarters	458	221	173	-52	-62	-22

*negative % change indicates reduction in GHG emissions
na=not available for this time period due to new building

The comparison of inventories has indicated progress in the building/facilities sector in implementing energy efficiency improvements that have reduced GHG emissions for certain buildings/facilities. However, the comparison also indicates that overcoming the increased emissions associated with growth will continue to be a challenge in this sector and illustrates the importance of continuing to apply aggressive energy reduction strategies in the future. The Alachua County Energy Conservation Strategies Commission in their December 2008 report made numerous recommendations for reducing the carbon footprint of the Alachua County community and government. It is apparent that Alachua County has already implemented a



20 BY 20

20% BY FY 2020
FUEL REDUCTION PLAN
FOR
ALACHUA COUNTY FLEET

PREPARED BY
ALACHUA COUNTY FLEET MANAGEMENT
02/2011

OVERVIEW
20% FUEL REDUCTION BY F/Y 2020

4 CONTINUATION STRATEGIES
AND
TECHNOLOGIC IMPROVEMENTS PROJECTED

TO SAVE 20% BY F/Y 2020

AND

A MENU OF 6 POSSIBLE STRATEGIES
FOR CONSIDERATION FROM
THE
BOARD OF COUNTY COMMISSIONERS

SUMMARY OF CONTINUTATION STRATEGIES

Strategy	Project Name	Gallons of Diesel and Gasoline (Base FY Gal. -Reduction Gal.)*	Reduction in Gallons	% Reduction	Cost to Implement
Base FY07/08		517,330			
Strategy 1	Continue B20	475,330	42,000	8.8%	0
Strategy 2	Continue 5-5-5	511,730	5,600	1.1%	0
Strategy 3	2010 Diesel Engines	509,830	7,500	1.5%	0
Strategy 4	Reduced Waste Hauling	491,330	26,000	5.1%	0
Technologic Improvements		496,637	20,693	4.0%	0
Totals			101,793 Gals	20.50%	

These are current strategies in use that are predicted to yield a 20.5% reduction. In fossil fuel use, by F/Y 2020

SUMMARY OF DECISION POINTS

Strategy 5	Additional Hybrids	513,122	4,208	1.0%	$ 32,000
Strategy 6	Electric Vehicles	510,748	6,852	1.4%	$ 400,000
Strategy 7	CNG Vehicles	481,330	36,000	7.0%	$ 590,000
Strategy 8	Manufacture Biodiesel	--	--	--	$ 690,000
Strategy 9	Hybrid Drive Med/Heavy Trucks	510,330	7,000	1.4%	$ 550,000
Strategy 10	E85 Vehicles	487,330	30,000	5.8%	$ 202,000
Totals			**84,060 gal**	**16.3%**	**$ 2,464,000**

BASELINE

TO SHOW HOW THE REDUCTIONS WILL AFFECT

FLEET FUEL USAGE

FY 07/08 WILL BE THE BASELINE

THIS YEAR WAS A TYPICAL YEAR WITHOUT

IMPACTS FROM

EMERGENCY EVENTS OR SPECIAL PROJECTS

FY 07/08

517,330 TOTAL GALLONS

STRATEGY 1

IN PROGRESS

CONTINUE TO USE B20 BIODIESEL

IN COUNTY OWNED TANKS

ANNUAL AVERAGE BIODIESEL USE IS

42,000 GALLONS

THIS IS AN 8.8% ANNUAL SAVING

OF FOSSIL FUEL USE

STRATEGY 2

CONTINUE WITH

5-5-5 PLAN

THIS WILL REDUCE ANNUAL FLEET FUEL USE BY

5600 GALLONS

THIS IS AN 1.1% ANNUAL SAVING

OF FOSSIL FUEL USE

STRATEGY 3
IN PROGRESS

NEW EPA MANDATE ON

2010 "ON ROAD" DIESEL ENGINES

THESE NEW ENGINES"2010 COMPLIANT"

ARE ACHIEVING A 2% INCREASE IN MILEAGE

THIS WILL REDUCE ANNUAL FLEET FUEL USE

BY **7500 GALLONS** BY F/Y 2020

THIS WILL BE A 1.5% ANNUAL SAVING

OF FOSSIL FUEL USE

STRATEGY 4
IN PROGRESS

WASTE HAULING IS UTILIZING LESS FUEL

THIS HAS REDUCED ANNUAL FLEET FUEL USE BY

26,000 GALLONS

THIS IS A 5.1% ANNUAL SAVING OF FOSSIL FUEL USE

6 MORE STRATEGIES FOR FURTHER FUEL REDUCTIONS

A LIST OF 6 MORE STRATEGIES TO SELECT FROM, FOR FURTHER FUEL REDUCTIONS

THESE STRATEGIES WILL REQUIRE BOCC DIRECTION AND INVESTMENTS IN INFRASTRUCTURE OR VEHICLES.

STRATEGY 5

16 ADDITIONAL HYBRIDS

ADD 16 MORE HYBRIDS

WILL SAVE APPROXIMATELY 4,200 GALLONS ANNUALLY

$32,000 INVESTMENT

3 YEARS RETURN





STRATEGY 6

12 ELECTRIC VEHICLES

REPLACE 12 VEHICLES WITH ELECTRIC VEHICLES

THIS WILL SAVE APPROXIMATELY 6,852 GALLONS ANNUALLY

$400,000 INVESTMENT

10 YEARS RETURN



STRATEGY 7

COMPRESSED NATURAL GAS

REPLACE 20 VEHICLES WITH CNG VEHICLES

WILL SAVE APPROXIMATELY 36,000 GALLONS ANNUALLY

$590, 000 INVESTMENT

10 YEARS RETURN



STRATEGY 8

IN HOUSE BIODIESEL

MANUFACTURE BIODIESEL"IN HOUSE"

NO FUEL SAVINGS, MONEY SAVINGS FROM LOWER COST PER GALLON

$690,000 INVESTMENT

8 YEARS RETURN

BIODIESEL™
THE CLEAR CHOICE

STRATEGY 9

12 HYBRID DRIVE TRUCKS

REPLACE 12 CONVENTIONAL MED/HEAVY TRUCKS WITH HYBRID DRIVE SYSTEM TRUCKS

WILL SAVE APPROXIMATELY 7,000 GALLONS ANNUALLY

$550,000 INVESTMENT

22 YEARS RETURN



STRATEGY 10

46 FLEX FUEL VEHICLES (ETHANOL)

REPLACE 46 VEHICLES WITH E85 FLEX FUEL VEHICLES

WILL SAVE APPROXIMATELY 30,000 GALLONS OF FOSSIL FUEL ANNUALLY

$202,000 INVESTMENT

NO RETURN ON INVESTMENT



CONCLUSION

NEED DIRECTION FROM

THE ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

AS TO WHAT (IF ANY) OF STRATEGIES 5-10

TO PROVIDE A MORE DETAILED ANALYSIS FOR POSSIBLE IMPLEMENTATION?

QUESTIONS

?

ALACHUA COUNTY FLEET MANAGEMENT
RAY GRIFFIN, FLEET MANAGER
PHONE: OFFICE 386-462-1975
EMAIL REG@ALACHUACOUNTY.US

BLUE SEAL OF EXCELLENCE

EVT

ASE

TOP100 FLEETS

September 27, 2011 Regular BoCC Meeting
Agenda Item #14

Title
Request to Advertise Public Hearings to Establish the Alachua County Community Redevelopment Agency and Related Finding of Necessity for the Eastside Community Redevelopment Area(Amended) (Amended)

Amount
N/A

Description
Staff has prepared the Finding of Necessity Report for the Eastside Community Redevelopment area and related resolutions and ordinance to establish the Alachua County Community Redevelopment Agency.

Recommendation
Authorize staff to advertise the public hearings on the Finding of Necessity for the Eastside Community Redevelopment Area and to establish the Alachua County Community Redevelopment Agency and provide notice to taxing authorities as required by statute.

Alternative(s)
Do not authorize advertisement of public hearings and provide direction to staff.

Requested By
Michael Castine, Planner, 374-5249

Originating Department
Growth Management

Attachment(s) Description
Alachua County Eastside Community Redevelopment Area Finding of Necessity Report; Resolution to Make the Finding of Necessity; Map of Eastside Community Redevelopment Area Boundary; Ordinance to Establish the Community Redevelopment Agency and Delegate Powers; Resolution to Declare Board of County Commissioners as Community Redevelopment Agency Board; Alachua County Eastside Community Redevelopment Area PowerPoint Presentation

Documents Requiring Action
N/A

Executive Summary
The Alachua County Comprehensive Plan provides for the establishment of a Community Redevelopment Area (CRA) in the area around the Eastside Activity Center. In accordance with Florida Statutes and the work plan provided to the Board of County Commissioners in January 2011, initial steps required to establish the CRA include a Finding of Necessity for a Community Redevelopment Area and establishment of a Community Redevelopment Agency. As directed by the Board of County Commissioners on May 24, 2011, staff has prepared a Finding of Necessity Report and resolutions and ordinance for authorization to advertise the required public hearings.

Background
Local governments are encouraged to establish Community Redevelopment Areas to eliminate and help prevent the spread of blight, which is an indicator of community decline. The primary use of a CRA is as a tool for stimulating investment and job growth

in a specific area. Section 163.340(8), Florida Statutes, provides a definition of a "blighted area" including a list of fourteen factors, two of which must be present in order to make a Finding of Necessity that is required to establish a CRA. The framework for establishing an Eastside CRA is based on policy decisions surrounding the Plan East Gainesville community planning and visioning process and the Alachua County Eastside Activity Center Master Plan, which was updated in 2009 and provides a land use framework to implement the revitalization objectives of Plan East Gainesville. The Future Land Use Element of the Alachua County Comprehensive Plan was amended in 2006 to include the applicable goals and objectives of Plan East Gainesville as a guiding vision. Future Land Use Element Policy 8.5.2 states that "The Eastside Activity Center should be considered as a foundation for establishment of a Community Redevelopment Area." In January 2011, staff provided the BoCC with a detailed memo outlining the work plan and timeline for establishing the CRA. The first steps in implementing the CRA work plan have been completed, which consisted of Community Meetings conducted in February 2011, and at the May 24, 2011 meeting staff presented a report to the Board of County Commissioners on the work plan status and the requirements for establishing the Alachua County Eastside CRA. The Board directed staff to proceed with developing the draft Finding of Necessity report and Ordinance and Resolutions to establish the Community Redevelopment Agency. Throughout the process of implementing the work plan, there has been an on-going series of community meetings to gain input from the community residents and property owners. The following documents have been developed as part of this request for authorization to advertise a public hearing for the establishment of the CRA: Alachua County Eastside Community Redevelopment Area Finding of Necessity Report; Resolution to make the "Finding of Necessity"; Ordinance to establish the CRA and delegate powers; Resolution to declare the Board of County Commissioners as the CRA Board of Directors; Alachua County Eastside Community Redevelopment Area PowerPoint Presentation. When establishing the Community Redevelopment Agency, the Board of County Commissioners has the following options in terms of the composition of the CRA, per section 163.356 and section 163.357, Florida Statutes: Appoint five to nine commissioners of the Community Redevelopment Agency; Declare itself to be the Community Redevelopment Agency, with the members of the BoCC serving as the members of the community redevelopment agency; Appoint two additional members of the Community Redevelopment Agency to serve along with the members of the BoCC. The attached ordinance provides that in the course of serving as the CRA Board, the BoCC will also be required to establish a public participation process which may include an advisory board. Staff has found that most local governments choose option 2, and declare the local governing body as the Community Redevelopment Agency. Per section 163.346, Florida Statutes, before creating a community redevelopment agency, the County is required to provide public notice to the taxing authorities who levy ad valorem taxes within the geographic boundaries of the redevelopment area. These authorities include the School Board of Alachua County, the Alachua County Library District and the St. Johns River Water Management District. Following direction provided by the Board of County Commissioners at the May 24, 2011 meeting, the work plan for the project going forward has seven primary milestones: (1) Initiate data collection, study and document community conditions and prepare draft Finding of Necessity (June – July 2011); (2) Review draft resolutions and ordinance to: Make the Finding of Necessity; Establish the Community Redevelopment Agency and delegate powers; and Declare the Board of County Commissioners as the Community Redevelopment Agency Board; and request authorization to advertise a public hearing (September 2011); Following this authorization to advertise, the next steps will be: (3) Public Hearing by the Board of County Commissioners to make the Finding of Necessity and adopt the Resolutions and Ordinance to establish the CRA (anticipated October - November 2011); (4) Collaborate with community to prepare Draft Community Redevelopment Plan (anticipated October 2011 – December 2011); (5) LPA public hearing to review consistency of Draft Community Redevelopment Plan with adopted Comprehensive Plan (anticipated December 2011-January 2012); (6) Board of County Commissioners public hearing to adopt CRA Redevelopment Plan (anticipated January 2012 – February 2012); (7) Board of County Commissioners public hearing to consider establishment of a CRA Trust Fund and Tax Increment Financing tool (anticipated January – February 2012).

Issues

Should the Board authorize staff to advertise the public hearings on the Finding of Necessity for the Eastside Community Redevelopment Area and to establish the Alachua County Community Redevelopment Agency and provide notice to taxing authorities as required by statute.

Fiscal Recommendation

N/A

Fiscal Alternative(s)
N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachment: CRA Ordinance Powers.pdf
Attachment: CRA Resolution Finding.pdf
Attachment: CRA PowerPoint Presentation2.pdf
Attachment: CRA PowerPoint Presentation2.pptx
Attachment: CRA Finding Report.pdf
Attachment: CRA Map Eastside Boundary.pdf
Attachment: CRA Resolution Declare BoCC Agency.pdf

RESOLUTION NO. 11-XX

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, DECLARING THE ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS AS THE BOARD OF DIRECTORS OF THE ALACHUA COUNTY COMMUNITY REDEVELOPMENT AGENCY PURSUANT TO THE COMMUNITY REDEVELOPMENT ACT, SECTIONS 163.330 THROUGH 163.450, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY OF ANY PORTION DECLARED INVALID; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Community Redevelopment Act, Section 163.330 through Section 163.450, Florida Statutes authorizes the County to exercise certain functions and powers related to redevelopment of slum and blighted areas; and

WHEREAS, pursuant to the Community Redevelopment Act, Section 163.355, the Alachua County Board of County Commissioners, on **<date>**, 2011, adopted **Resolution #XX-XX** finding that a slum or blighted area exists within the County and that the rehabilitation, conservation, or redevelopment, or a combination thereof, of such area is necessary in the interest of public health, safety, morals, or welfare of the residents of the County; and

WHEREAS, pursuant to the Community Redevelopment Act, Section 163.356, the Alachua County Board of County Commissioners, on **<date>**, 2011, adopted **Ordinance #XX-XX** finding that there is a need for a community redevelopment agency to function within the county to carry out the community redevelopment purposes of said Act and creating the Community Redevelopment Agency and delegating powers; and

WHEREAS, Alachua County, pursuant to Section 163.357, *Florida Statutes,* finds that it may by Resolution declare itself to be the Community Redevelopment Agency; and

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

Section 1. Declaration and Membership

That the Alachua County Board of County Commissioners, pursuant to Section 163.357, *Florida Statutes,* hereby declares itself the Alachua County Community Redevelopment Agency, which shall consist of the five (5) members of the Alachua County Commission. The members of the Alachua County Commission shall constitute the head of a legal entity, separate, distinct, and independent from the Alachua County Commission.

Section 2. Severability

That if any provision of this Resolution or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this Resolution which can be given effect without the invalid provision or application and to this end the provisions of the Resolution are declared severable.

Section 3. Conflicts

All resolutions or parts of resolutions in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 4. Effective Date

This Resolution shall become effective immediately upon final passage.

PASSED AND DULY ADOPTED, with a quorum present and voting by the Alachua County Board of County commissioners in regular session the ____ day of _____ 2011.

Attest: _____
J. K. Irby
Clerk of the Commission

_____
Lee Pinkoson
Chair

Approved as to Form:

_____
David W. Wagner
County Attorney

RESOLUTION 11 - ___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, FINDING THAT THE CONDITIONS IN THE EASTSIDE COMMUNITY REDEVELOPMENT AREA MEET THE CRITERIA OF A BLIGHTED AREA, AS DEFINED IN SECTION 163.340(8), FLORIDA STATUTES; DESCRIBING THE AREA; DECLARING THAT THE REHABILITATION, CONSERVATION OR REDEVELOPMENT, OR A COMBINATION THEREOF, OF THIS AREA IS NECESSARY FOR THE PUBLIC HEALTH, SAFETY, MORALS OR WELFARE OF THE RESIDENTS OF THE EASTSIDE AREA; PROVIDING SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the legislature of the State of Florida enacted the Community Redevelopment Act of 1969, which is presently codified in Chapter 163, Part III, Florida Statutes, as amended, hereinafter referred to as "the Act"; and,

WHEREAS, the Act authorizes governing bodies to undertake community redevelopment activities when certain statutory conditions are met; and,

WHEREAS, in the Act, the legislature authorized counties and municipalities to utilize private and public resources to eliminate and prevent the development or spread of slums and urban blight, to encourage needed community rehabilitation, to provide for the redevelopment of slum and blighted areas, to provide housing affordable to residents of low or moderate income, including the elderly, or to undertake any of the aforesaid activities as may be necessary; and,

WHEREAS, on May 24, 2011, the Alachua County Board of County Commissioners ("Board") authorized Growth Management staff to proceed with the data collection and analysis, field work, and documentation of community conditions necessary to prepare a Finding of Necessity for the Eastside Community Redevelopment Study Area; and,

WHEREAS, the Board has received and considered the Finding of Necessity Report concerning the existence of blighted areas within the Eastside Community Redevelopment Study Area, as defined in Section 163.340(8), Florida Statutes; and,

WHEREAS, the Finding of Necessity Report provides supporting data and analysis for the Board's finding that one or more blighted areas exist within the proposed Eastside Community Redevelopment Area; and,

WHEREAS, the Board finds that said blighted areas are appropriate for rehabilitation, conservation or redevelopment, or a combination thereof.

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

Section 1. Recitals

The foregoing recitals are true and correct and are incorporated herein.

Section 2. Description of Community Redevelopment Area

The area is generally bounded by the Gainesville City Limits on the west, East University Avenue on the north, Southeast 24th Place on the south, and Southeast 51st Street on the east. A map of the Proposed Eastside Community Redevelopment Area is attached hereto.

Section 3. Finding of Necessity

The Board of County Commissioners makes the finding of necessity within the scope of Chapter 163, Part III, Florida Statutes. The rehabilitation, conservation or redevelopment of the Eastside Community Redevelopment Area is necessary in the interest of the public health, safety, morals or welfare of the residents of the Eastside Community Redevelopment Area and Alachua County, Florida as a whole.

Section 4. Determination of Blight

The Eastside Community Redevelopment Area is hereby found and declared to be a blighted area as defined by Section 163.340(8), Florida Statutes. Specifically, the following factors are documented:

- Predominance of defective or inadequate street layout, parking facilities, roadways, bridges or public transportation facilities;
- Faulty lot layout in relation to size, adequacy, accessibility or usefulness;
- Unsanitary or unsafe conditions;
- Deterioration of site or other improvements;
- Residential and commercial vacancy rates higher in the area than in the remainder of the County;
- Incidence of crime in the area higher than in the remainder of the County; and,
- A greater number of violations of the Florida Building Code in the area than the number of violations recorded in the remainder of the County.

Section 5. Severability

That if any provision of this Resolution or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this Resolution which can be given effect without the invalid provision or application and to this end the provisions of the Resolution are declared severable.

Section 6. Conflicts

All ordinances or parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 7. Effective Date

This resolution shall take effect immediately upon its adoption.

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

BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA

BY: _____
Lee Pinkoson, Chair
Board of County Commissioners

ATTEST:

_____
J. K. Irby, Clerk

APPROVED AS TO FORM:

_____
David W. Wagner
Alachua County Attorney

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS

ORDINANCE 11-

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY FLORIDA PROVIDING FOR REDEVELOPMENT AREAS; CREATING CHAPTER 81; PROVIDING LEGISLATIVE FINDINGS; ESTABLISHING THE ALACHUA COUNTY COMMUNITY REDEVELOPMENT AGENCY; PROVIDING FOR THE ORGANIZATION OF THE COMMUNITY REDEVELOPMENT AGENCY; PROVIDING FOR THE AGENCY DIRECTORS AND EMPLOYEES; PROVIDING FOR THE DELEGATION OF POWERS; PROVIDING FOR THE RETENTION OF POWERS; PROVIDING FOR SEVERABILITY; PROVIDING A REPEALING CLAUSE; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SCRIVENER'S CORRECTIONS; PROVIDING FOR LIBERAL CONSTRUCTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Alachua County Board of County Commissioners adopted Resolution No. 11-XX on **<date, 2011>,** which directed County staff to engage in the work effort associated with the preparation of a Findings of Necessity to determine whether or not (1) or more conditions that meet the criteria described in Section 163.340(7) or (8), *Florida Statutes*, exist within Alachua County; and

WHEREAS, Alachua County desires to proceed under Part III, Chapter 163, *Florida Statutes*, to establish the necessary means by which sound and positive redevelopment can be accomplished within the Redevelopment Area; and

WHEREAS, Alachua County finds that there is a need for the creation of a Community Redevelopment Agency to carry out the community redevelopment purposes of the provisions of Part III, Chapter 163, *Florida Statutes,* and such other resolutions, ordinances and laws that may be utilized to further redevelopment within the Community Redevelopment Area; and

WHEREAS, Alachua County, pursuant to Section 163.357, *Florida Statutes,* finds that it may by Resolution declare itself to be the Community Redevelopment Agency, in which case all the rights, powers, duties, privileges, and immunities vested by Part III, Chapter 163, *Florida Statutes,* will be vested in the Alachua County Commission, subject to all responsibilities and liabilities imposed or incurred; and

WHEREAS, the provisions of this Ordinance are consistent with the goals, policies, and objectives of Alachua County Comprehensive Plan; and

WHEREAS, all prerequisites having been accomplished and, it is now appropriate and necessary in order to proceed further to provide for sound economic growth in the Redevelopment Area that a community redevelopment plan be prepared.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA:

SECTION 1. Recitals

The Board of County Commissioners adopts the foregoing findings which are incorporated herein.

SECTION 2. Title 8, to be entitled "Community Development", including Chapter 81, to be entitled "Alachua County Community Redevelopment Agency" is created as follows:

Sec. 81.1. Legislative Findings.

It is hereby ascertained, determined, and declared that:

(1) The Alachua County Board of County Commissioners has made the determination that (1) or more conditions that meet the criteria described in Section 163.340(7) or (8), *Florida Statutes*, exist within Alachua County.

(2) Alachua County desires to proceed under Part III, Chapter 163, *Florida Statutes*, to establish the necessary means by which sound and positive redevelopment can be accomplished within the Redevelopment Area.

(3) The Alachua County Board of County Commissioners, finds that there is a need for a the creation of a Community Redevelopment Agency to carry out the community redevelopment purposes of the provisions of Part III, Chapter 163, *Florida Statutes*, and such other resolutions, ordinances and laws that may be utilized to further redevelopment within the Community Redevelopment Area.

(4) Alachua County, pursuant to Section 163.357, *Florida Statutes,* finds that it may by Resolution declare itself to be the Community Redevelopment Agency, in which case all the rights, powers, duties, privileges, and immunities vested by Part III, Chapter 163, *Florida Statutes,* will be vested in the Alachua County Commission, subject to all responsibilities and liabilities imposed or incurred.

(5) The provisions of this Ordinance are consistent with the goals, policies, and objectives of Alachua County Comprehensive Plan.

Sec. 81.2. Definitions.

The following terms, wherever used or referred to in this part, have the following meanings:

"Agency" means the Alachua County Community Redevelopment Agency, a body separate and politic, created by Resolution No. 11-XX.

"County" shall mean Alachua County, a political subdivision of the State of Florida.

"Redevelopment Plan" shall mean a plan providing for the implementation of redevelopment goals and initiatives to accomplish the redevelopment of certain portions of unincorporated Alachua County.

Sec. 81.3. Creation of the Community Redevelopment Agency.

(1) Intent. There is hereby established in unincorporated Alachua County a community redevelopment agency, to be known as the Alachua County Community Redevelopment Agency, herein after referred to as the "agency". The County may change the name of the agency by adopting a County ordinance.

(2) The agency shall be a public body corporate and politic, a legal entity, separate, distinct, and independent of the County as provided by law.

Sec. 81.4. Organization of the Community Redevelopment Agency.

(1) The Board of Commissioners for the Alachua County Community Redevelopment Agency shall consist of the five (5) elected County Commissioners holding office within the County, and service on the board of the agency shall be ex officio to their elective office.

(2) The chair of the Board of County Commissioners shall serve as the chair of the Community Redevelopment Agency, and the vice-chair of the Board of County Commissioners shall serve as the vice-chair of the Community Redevelopment Agency.

(3) Three (3) agency members shall constitute a quorum for the purpose of conducting the agency's business and exercising the powers of the agency. Action may be taken by the agency upon a vote of the majority of the agency members present.

(4) The agency members are not entitled to compensation, but are entitled to the necessary expenses, including travel expenses, incurred in the discharge of duties.

(5) Contracts, conveyances, or other legal instruments made by the agency shall, unless provided otherwise by ordinance, be executed:

(i) in the name of the agency; and,

(ii) attested to by the County Clerk.

(6) The agency shall create a public participation plan which may include the creation of one or more advisory boards to review, comment, and provide recommendations to the agency on such matters that are relevant to the mission of the agency, including the creation and periodic revision of the Redevelopment Plan, the Redevelopment Area Boundary, and other matters as determined by the agency to be appropriate. The Board of Commissioners shall adopt the public participation plan.

Sec. 81.5. Agency Directors and Employees.

(1) The Clerk of the Court shall be the Chief Financial Officer and Comptroller for the agency and is authorized to file with the County, on or before March 31 of each year, a report of the agency's activities for the preceding fiscal year, which report shall include a complete financial statement setting forth the agency's assets, liabilities, income, and operating expenses as of the end of the fiscal year. The agency's fiscal year shall be co-terminus with the fiscal year of the County. Furthermore, the Clerk of the Court is also authorized to maintain such accounting records and file such reports as are otherwise required for the agency.

(2) The County Attorney is authorized to provide legal services to the agency as the agency's legal counsel.

(3) The County Manager is authorized to assign administrative responsibilities for the operation and proper function of the agency to Alachua County staff, as required, and determine their authority, duties, and compensation.

Sec. 81.6. Delegation of Powers.

(1) Prior to the redevelopment plan being approved by Alachua County's Board of County Commissioners the agency shall only exercise the following powers:

(a) To direct the County Manager to assign administrative responsibilities for the operation and proper function of the agency to Alachua County staff, as required.

(b) To employ or retain legal counsel and staff.

(c) To enter into contracts, conveyances, or other legal instruments made by the agency shall, unless provided otherwise by ordinance, which shall be executed and signed by the chair of the agency, or in his or her absence or disability, by the vice chair, or in his or her absence or disability by the County Manager of Alachua County, in a manner consistent with the Alachua County Purchasing Procedures.

(d) To prepare a budget and to receive and administer from the County, or other sources, funds and make such expenditures as the agency deems necessary, for the administrative expenses and overhead of the agency.

(e) To prepare a community redevelopment plan.

(2) Following approval of the Redevelopment Plan by the Alachua County Board of County Commissioners, the powers delegated to the agency include, but are not limited to:

(a) All powers as provided in Part III, Chapter 163, *Florida Statutes*, except what is retained by the Board of County Commissioners by *Florida Statutes* and Section 81.7 of this Code, which may be necessary to undertake and carry out community redevelopment and related activities within the community redevelopment area.

(3) Notwithstanding the foregoing, where pursuant to statutory or County Code provisions, approval is required by the Board of County Commissioners prior to the agency exercising its powers, the foregoing subsections shall not be sufficient for such approval, and instead, such approval shall be evidenced by a specific Board of County Commissioners resolution (or ordinance). Furthermore, the aforesaid delegation is not exclusive, and the Board of County Commissioners retains the right to exercise any of the powers delegated herein, and such powers shall not be deemed to be vested exclusively in the agency.

Sec. 81.7. Retention of Powers by the Board of County Commissioners.

In creating the agency, it is the County's intent to grant the agency powers sufficient to accomplish its intended purpose, including all powers necessary or convenient to carry out and effectuate its purposes. However, the following powers are not delegated to the agency and will continue to vest in the governing body of the County:

(1) The power to determine an area to be a slum or blighted area, or combination thereof; to designate such area as appropriate for community redevelopment; and to hold any public hearings with respect thereto.
(2) The power to grant final approval to community redevelopment plans and modifications thereof.
(3) The power to authorize the issuance of revenue bonds as set forth in section 163.385, Florida Statutes.
(4) The power to approve the acquisition, demolition, removal, or disposal of property as provided in section 163.370(4)(a), Florida Statutes, and the power to assume the responsibility to bear loss as provided in section 163.370(4)(b), Florida Statutes.
(5) The power to approve the development of community policing innovations.
(6) The power of eminent domain.
(7) The power to establish a Trust Fund as provided in section 163.387, Florida Statutes.
(8) Any other powers reserved to the governing body, as provided in Part III, Chapter 163, *Florida Statutes.*

SECTION 3. Repealing Clause. All Alachua County ordinances and resolutions or portions thereof, in conflict with this ordinance are, to the extent of the conflict, hereby repealed.

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, at such time as the Code of Ordinances of Alachua County are codified, the provisions of this ordinance shall become and be made part of the Code of Ordinances of Alachua County, Florida; that the sections of this ordinance may be renumbered or re-lettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate designation. The correction of typographical errors that 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 re-codified copy of the same with the Clerk of the Circuit Court.

SECTION 5. Ordinance to be Liberally Construed. This ordinance shall be liberally construed in order to effectively carry out the purposes hereof which are deemed not to adversely affect public health, safety, or welfare.

SECTION 6. Severability. If any section, phrase, sentence or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

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, and shall take effect upon filing with the Department of State.

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

BOARD OF COUNTY COMMISSIONERS OF
ALACHUA COUNTY, FLORIDA

ATTEST:

By: _____
Lee Pinkoson, Chair

_____
J. K. Irby, Clerk

APPROVED AS TO FORM

_____
County Attorney

(SEAL)

EXHIBIT A
Legal Description and Map

Proposed Eastside CRA Boundary



Alachua County

Eastside Community Redevelopment Area

FINDING OF NECESSITY REPORT

September 14, 2011

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I. Introduction

The overall objective of a community redevelopment area (CRA) is to revitalize slum or blighted areas through fostering new development, creating job opportunities, and focusing public investment in an area to stimulate additional private investment. This report will focus on how the physical and social conditions of the Eastside CRA Study Area threaten the economic vitality and social well-being of the community within the Study Area, and thus document the need for the establishment of a CRA.

II. Historical Context

The Eastside Activity Center is one of the key components of the policy framework for establishing a community redevelopment area.

In 1994, the Alachua County Board of County Commissioners adopted the Interim Guidelines for the Eastside Activity Center in an effort to spur economic development activity in the unincorporated East Gainesville area. This area – generally described as the area surrounding Eastside High School – is within the Urban Cluster and has relatively few environmental constraints; however, the area has not experienced economic growth. Also, because the area has the availability of key public facilities and services (such as potable water and sewer facilities along Hawthorne Road and parts of SE 43rd Street), it was determined to be a suitable setting for growth and development.

The final report for *Plan East Gainesville* was completed in 2003. This marked the culmination of an extensive community planning effort among Alachua County, the City of Gainesville, the Metropolitan Transportation Planning Organization, Gainesville Regional Utilities and the Florida Department of Transportation. The overall plan for community revitalization was developed around the central themes of land use, land conservation, transportation and infrastructure. The County's comprehensive plan was amended in 2006 to integrate the goals and objectives of *Plan East Gainesville* and to identify key elements of the County's implementation strategy. Future Land Use Policy 8.5.2 markedly states that the update of the Eastside Activity Center was a major part of the implementation strategy for *Plan East Gainesville* and that the update should be used "as a foundation for development of a Community Redevelopment Area".

Initially established as a medium-intensity employment-based activity center, the interim guidelines were centered on the establishment of employment-generating land uses, development of urban design concepts to integrate a mixture of activities, public investment in infrastructure, and strengthening private investment in the area. The Eastside Activity Master Plan was subsequently developed and adopted in 2009 to replace the interim guidelines with a detailed policy framework to include a mix of residential, office, retail, commercial, and institutional uses, as well as transportation, resource protection and urban design.

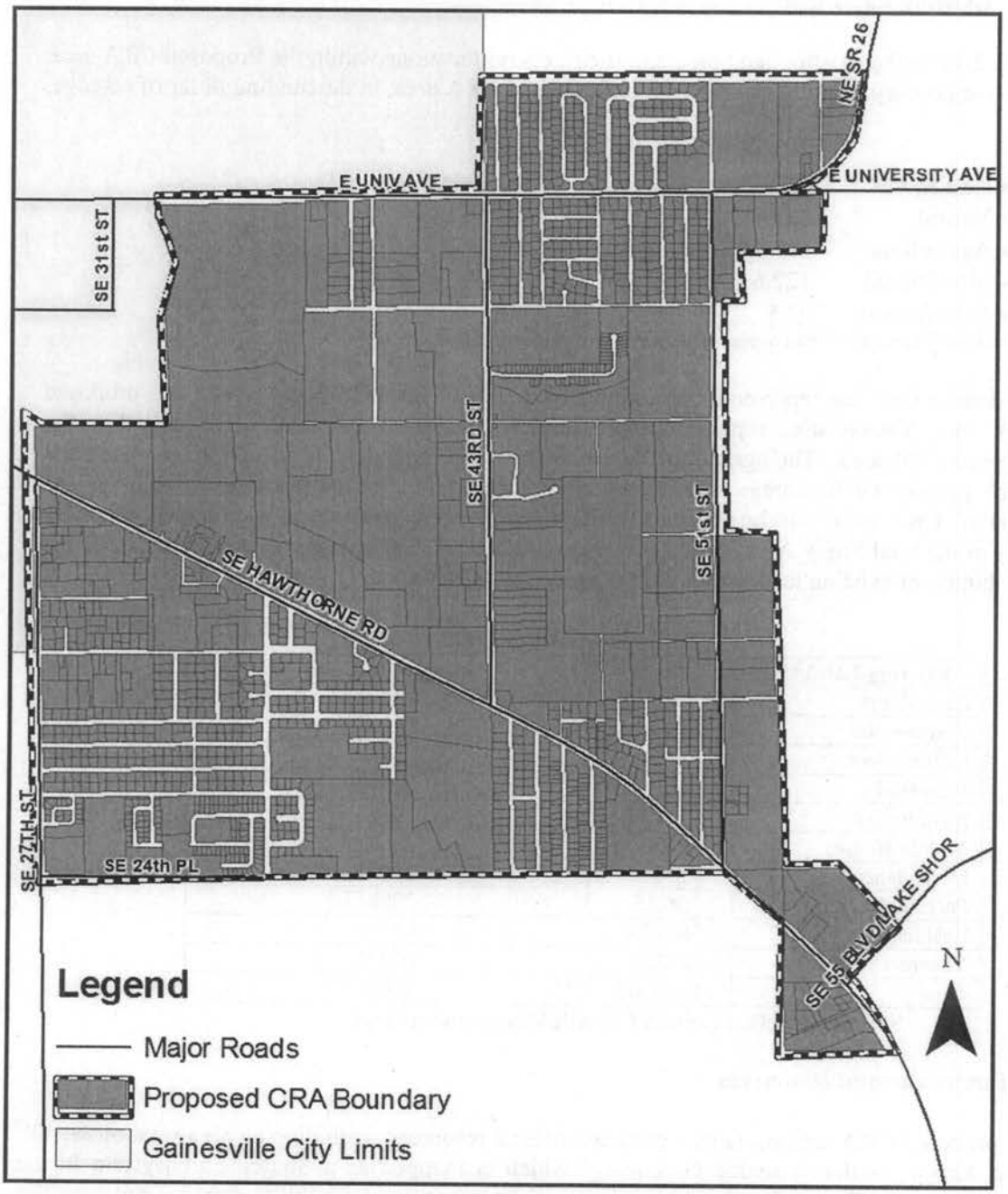
Following the update of the Eastside Activity Center Master Plan in 2009, the County's Land Development Code was amended to implement the comprehensive plan's activity center policies. At this point, the next step calls for consideration of establishing an Eastside Community Redevelopment Area.

III. Boundary

A. Proposed CRA Boundary

The proposed CRA Boundary area is entirely within the jurisdiction and control of the unincorporated Alachua County and is generally bordered by East University Avenue on the North; Southeast 51st Street on the east; Southeast 24th Place and Southeast Hawthorne Road to the south; and Southeast 27th Street to the West. The main roads that service the proposed CRA boundary area are Southeast Hawthorne Road, East University Avenue, and Southeast 43rd Street, as seen in Map 1.

Proposed Eastside CRA Boundary



B. Existing Land Use

Maps 2 show the existing land uses and their general locations within the Proposed CRA area. The five primary existing uses within the Proposed CRA area, in descending order of acreage, are:

- Residential 465.73
- Vacant 223.41*
- Agriculture 185.54
- Institutional 122.61
- Government 92.5

*Vacant is defined as vacant commercial, residential, and industrial land

Residential land use represents approximately 32.3% of the total acres within the proposed CRA area. Vacant uses represent approximately 15.5% of the total acreage within the proposed CRA area. The agriculture use represents approximately 12.9% of the total acreage of the proposed CRA area. Institutional uses account for 9% of the total acreage of the proposed CRA area. Alachua County Owned Government uses accounts for approximately 6.4% of the total Study Area, which is equal to 92.5 acres. Table 1 provides more detail of the distribution of existing land uses within the proposed CRA area.

Table 1. Existing Land Use

Existing Land Use	Acres	Percent of Total
Agriculture	185.54	12.9%
Commercial	11.81	.01%
Government	92.5	6.4%
Industrial	15.04	1%
Institutional	122.61	9%
Mobile Homes	48.14	3%
Miscellaneous	250.4	17.4%
Parks & Recreation	26.35	2%
Residential	465.28	32.3%
Vacant	223.41	15.5%
Total	1,441.08	100%

Source: Alachua County Growth Management Dept.

C. Environmental Resources

The proposed CRA area contains significant natural resources, including an area west of SE 43rd Street known as the "Eastside Greenway" which is mapped as a Strategic Ecosystem in the Alachua County Comprehensive Plan. This greenway serves as a wildlife corridor and provides a critical part of the link between Morningside Nature Center and Payne's Prairie.

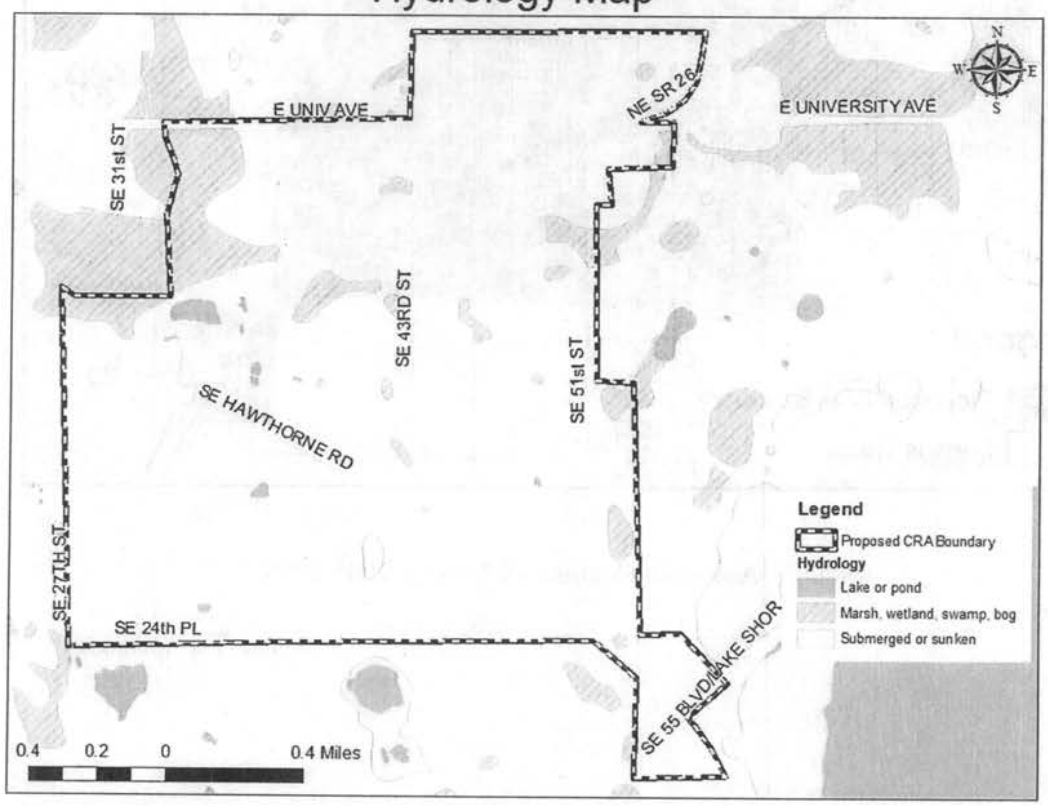
The proposed CRA area is located to the west of Newnan's Lake. Newnan's Lake (or Newnan's Lake) is located off State Road 20, east of Gainesville, Florida. Approximately 1.12 miles wide, Newnan's Lake is home to many forms of wildlife. Newnan's Lake has been designated as a protected site by Alachua County, which entails additional regulatory preservation requirements.

The lakeside area has sheltered pavilions, a playground, and barbecue grills. There is a boat dock for launching boats and fishing, park benches for bird watching and relaxing, and a boardwalk.

In the Spring and Summer of 2000, a drought revealed canoe remnants. Forty-one of fifty-five fragments were analyzed through radiocarbon assays, which showed them to date to between 2300 and 5000 B.C. The wood choice and manufacturing techniques were comparable to other Archaic Period Indian Tribes. The discovery led to the site being added to the National Register of Historic Places in March 2001.

Newnan's Lake does not extend into the proposed CRA Area. Wetland delineation should be conducted as part of the site development phase or determined during an environmental assessment study. Map 2 illustrates the relationship of wetlands with the proposed CRA boundary.

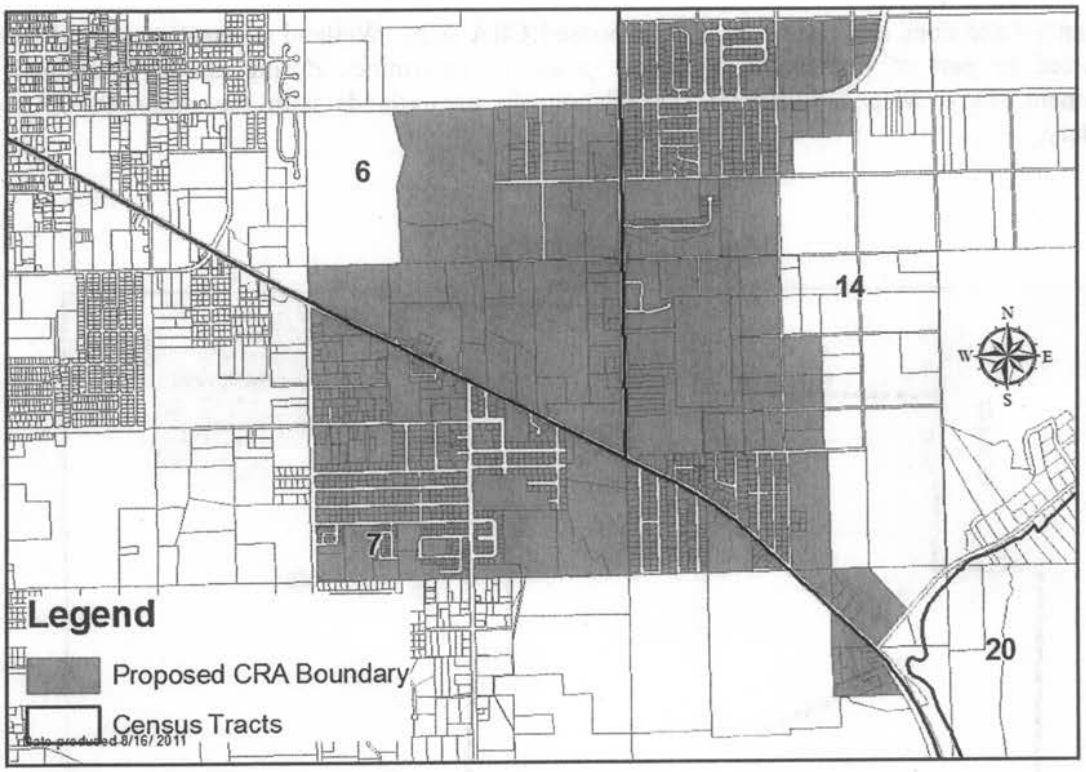
Hydrology Map



IV. Socio-economic Conditions

Demographic information such as population, income, and employment status are good indicators to examine while identifying factors that contribute to slum and blight. All socio-economic data presented below are estimates taken from the 2005-2009 American Community Survey with the exception of population statistics which the 2010 Census data was available. The Conceptual study consists of three Census tracts: 6, 7, and 14, as illustrated in the Census Tracts map below. Data was collected at the Census Tract level since this is the smallest unit of analysis in which this data is currently available.

Census Tracts



Source: American Community Survey, 2005-2009

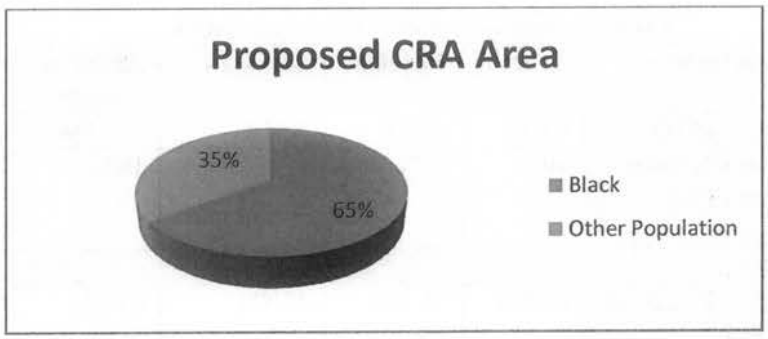
Table 2. Socio-economic Characteristics

Characteristic	Tract 6	Tract 7	Tract 14	Alachua County
POPULATION	4,653	6,581	3,514	238,990
Percent Children (persons 17 & younger)	40%	29%	13%	18%
LABOR				
In Labor Force(16 & older)	60.8%	56.1%	45.5%	61.3%
Employed Persons 16 & older)	44.3%	48.5%	40.1%	57.1%
Unemployed (persons 16 & older)	16.5%	7.6%	4.6%	4.1%
HOUSING TENURE				
Owner	45.7%	62.1%	69.2%	66.9%
Renter	54.3%	37.9%	30.8%	33.1%
INCOME				
Median Household Income ($)	24,395	11,978	37,151	39,345
Less than $10,000	25.1%	21.8%	4.7%	14.9%
$10,000-$14,000	7.7%	4.8%	7.1%	6.8%
$15,000-$24,999	18.6%	21.7%	18.4%	13.4%
$25,000- $34,999	15.6%	9.6%	6.7%	10.5
$35,000-$49,000	11.8%	21.6%	31.6%	14.3
$50,000 and over	21.2%	20.5%	31.5%	40%

Source: American Community Survey 2005-2009

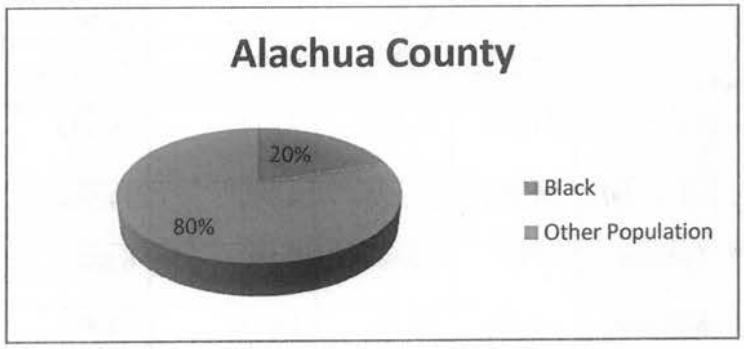
Population Characteristics

According to the 2010 Census, the proposed CRA Area has a population of approximately 5,419 persons. The Area's largest ethnic group is the Black Non-Hispanic population which comprises 65 percent of all residents (See Figure 1). Hispanic persons represent approximately 3.6% of the population and Non-Hispanic White represent approximately 31 percent of the population. Other Races, including American Indian, Asian, and two or more races represent the remaining 1.4 percent.



Source: 2010 Census

Compared to Alachua County as a whole, the proposed CRA Area is quite homogenous. The Black Non-Hispanic Population represents only 20 percent of the County's population as shown in Figure 2.



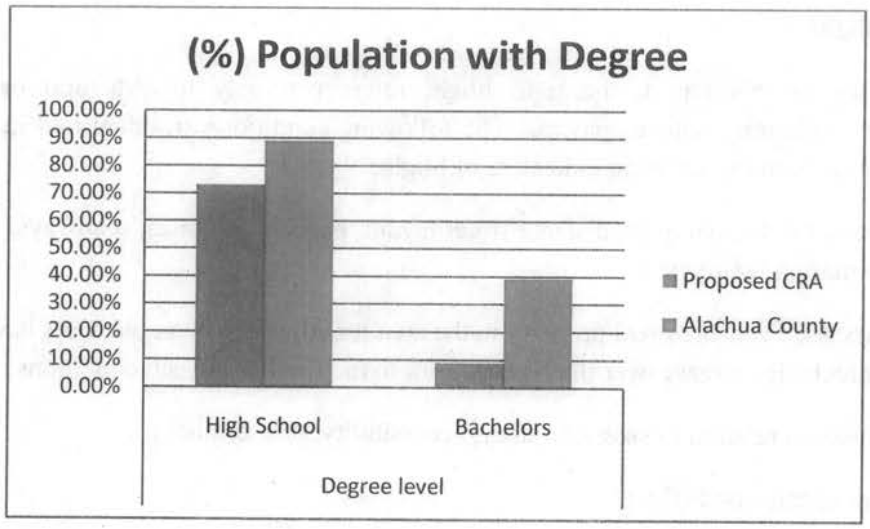
Source: 2010 Census

Children

The Proposed CRA Area's population is also younger that the County as a whole. Twenty-five percent of the Area's population is under 18 years of age which is higher than the County average of 17.9 percent In addition, 80 percent of the children in the Area are Black, which is significantly higher than the County average of 30 percent. This higher concentration of children signals the need for specific community services such as schools, daycare centers, libraries, and neighborhood parks.

Education

The three census tracts that make up the population of the Proposed CRA Area have an average of 73.3 percent with a high school diploma and an average of 9.1 percent have a bachelor's degree. The County averages are 89.1 percent and 39.3 percent, respectively.



Source: American Community Survey 2005-2009

V. Statutory Framework for Finding of Necessity

The Community Redevelopment Act (Chapter 163, Part III, Florida Statutes) states that before a Community Redevelopment Agency can be formed, a municipality or county must first approve a Finding of Necessity. The Finding of Necessity report marks the first step toward creating a CRA and is approved by a vote of the governing body. This report is intended to determine the presence of slum or blight conditions with a study area. The Finding of Necessity is described further in Section 163.355, Florida Statutes:

163.355 Finding of necessity by county or municipality.--No county or municipality shall exercise the community redevelopment authority conferred by this part until after the governing body has adopted a resolution, supported by data and analysis, which makes a legislative finding that the conditions in the area meet the criteria described in 163.340(7) or (8), Florida Statutes. The resolution must state that:

(1) One or more slum or blighted areas, or one or more areas in which there is a shortage of housing affordable to residents of low or moderate income, including the elderly, exist in such county or municipality; and

(2) The rehabilitation, conservation, or redevelopment, or a combination thereof, of such area or areas, including, if appropriate, the development of housing which residents of low or moderate income, including the elderly, can afford, is necessary in the interest of the public health, safety, morals, or welfare of the residents of such county or municipality.

Definition of Blight

For the purposes of this report, the term blight refers primarily to structural or design impediments to community redevelopment. The following conditions are identified in Section 163.340(8), Florida Statutes, as being indicative of blight:

(a) Predominance of defective or inadequate street layout, parking facilities, roadways, bridges, or public transportation facilities;

(b) Aggregate assessed values of real property in the area for ad valorem tax purposes have failed to show any appreciable increase over the 5 years prior to the finding of such conditions;

(c) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness;

(d) Unsanitary or unsafe conditions;

(e) Deterioration of site or other improvements;

(f) Inadequate and outdated building density patterns;

(g) Falling lease rates per square foot of office, commercial, or industrial space compared to the remainder of the county or municipality;

(h) Tax or special assessment delinquency exceeding the fair value of the land;

(i) Residential and commercial vacancy rates higher in the area than in the remainder of the county or municipality;

(j) Incidence of crime in the area higher than in the remainder of the county or municipality;

(k) Fire and emergency medical service calls to the area proportionately higher than in the remainder of the county or municipality;

(l) A greater number of violations of the Florida Building Code in the area than the number of violations recorded in the remainder of the county or municipality;

(m) Diversity of ownership or defective or unusual conditions of title which prevent the free alienability of land within the deteriorated or hazardous area; or

(n) Governmentally owned property with adverse environmental conditions caused by a public or private entity. See Section 163.340(8), F.S.

VI. Factors for Determining Blight

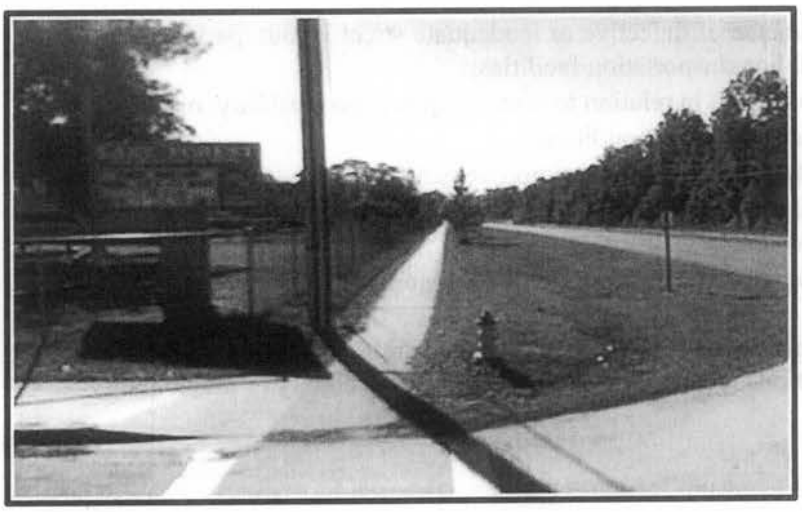
As stated above, a blighted area is defined as an area exhibiting any two of the fourteen indicators of blight presented in the Community Redevelopment Act. These indicators deal primarily with conditions relating to structural and design elements that may preclude economic development from occurring at a desired rate.

An examination of the Study Area provided evidence of blight conditions in the community. Of the fourteen conditions for determining blight, the following factors were present in the Study Area and will be described in this report:

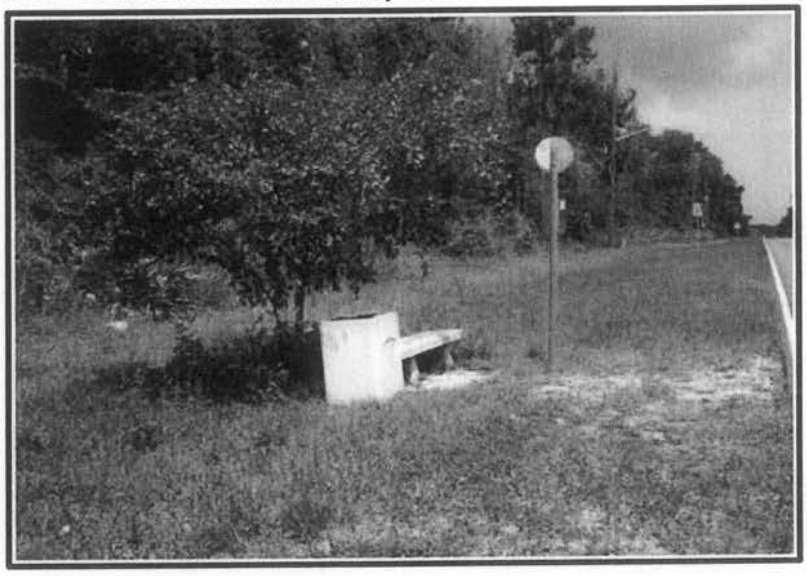
- **163.340(8) (a)** Predominance of defective or inadequate street layout, parking facilities, roadways, bridges, or public transportation facilities;
- **163.340(8)(c)** - Faulty lot layout in relation to size, adequacy, accessibility, or usefulness
- **163.340(8)(d)** - Unsanitary or unsafe conditions
- **163.340(8)(e)** - Deterioration of site or other improvements
- **163.340(8) (i)** - Residential and commercial vacancy rates higher in the area than in the remainder of the county or municipality;
- **163.340(8) (j)** - Incidence of crime in the area higher than in the remainder of the county or municipality;
- **163.340(8)(l)** - A greater number of violations of the Florida Building Code in the area than the number of violations recorded in the remainder of the county or municipality

163.340(8)(a) Predominance of defective or inadequate street layout, parking facilities, roadways, bridges, or public transportation facilities;

Inadequate public transportation facilities are found throughout the Study Area. Specifically, Regional Transit System (RTS) bus stops located on Southeast 3rd Terrace have no coverage or protection from the elements. Bus stops in front of Lake Forest Elementary School offer no protection from the elements, leaving individuals who use the bus without adequate public transportation facilities. In addition bus stops are located on uneven ground and on the incline of drainage ditches along Southeast 43rd Terrace.



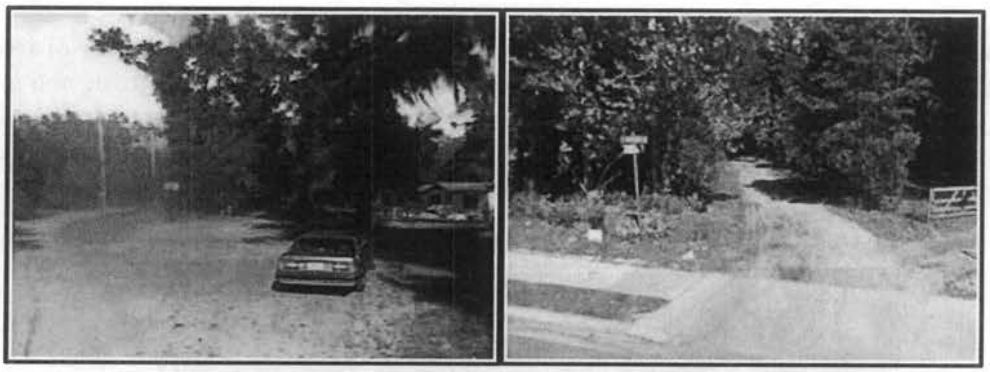
SE 43rd Street at Lake Forest Elementary School



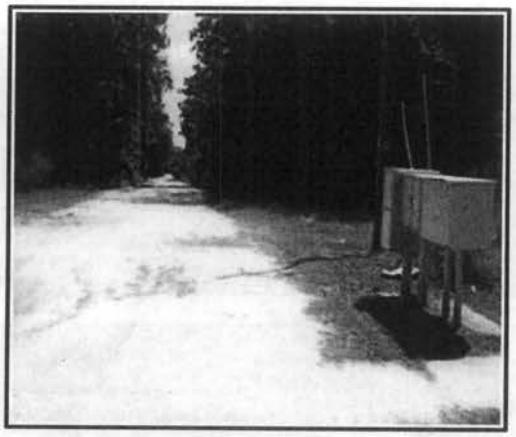
RTS bus stop on SE 43rd Street near Hawthorne Road

- **163.340(8)(c)** - Faulty lot layout in relation to size, adequacy, accessibility, or usefulness
- **163.340(8)(d)** - Unsanitary or unsafe conditions

Lack of sidewalks, poorly maintained sidewalks, lack of pedestrian crossing, and unpaved roads create unsafe conditions within the study area. Unpaved roads are especially dangerous because of issue they may cause with emergency service vehicle access.



Streets and driveways in the 5100 block of E. University Avenue



Street in the 5100 block of E. University Avenue

- **163.340(8)(e)** - Deterioration of site or other improvements

The most visible characteristic of blight in the Study Area is the physical "deterioration of the site." Neglecting the community's building stock and allowing it to further deteriorate will cause further disinvestment and economic decline. In addition, abandoned and neglected sites increase the risk of crime and other safety hazards, such as fires.

Commercial and residential structures in the Study Area suffer from a number of issues including disrepair and lack of maintenance. Some buildings are uninhabitable and must be demolished while others require substantial rehabilitation for code compliance. The photos below depict several commercial properties that require substantial rehabilitation or demolition to bring the buildings into compliance.



Location: University Avenue and NE 55Boulevard





Location: SE Hawthrone Road (Just West of Lakeshore Drive)

163.340(8 (i) Residential and commercial vacancy rates higher in the area than in the remainder of the county or municipality

As indicated in the table below, residential vacancy rates are higher in the Study Area than Alachua County as a whole. In terms of land use, much of the commercial and residential land uses in the Study Area are vacant undeveloped lands not preforming to their highest potential.

Table 3. Residential (Household) Vacancies

Area	Housing Units[i]	Vacant Housing Units	Percent Vacant
Study Area[ii] (average of 3 census tracts)	1,237	145	11.7%
Alachua County	108,148	11, 630	10.8%

Source: American Community Survey, 2005-2009.

Table 4. Vacant Undeveloped Commercial Land

Area	Vacant Commercial Land (Acres)	Total Commercial Land (Vacant Commercial + Commercial) (Acres)	Percent Vacant
Proposed CRA Boundary Area	17.6	26.6	66%
Alachua County	5,345.73	1,852.97	25.7%

Source: The table above uses data from the Alachua County Growth Management Department & Alachua County Property Appraiser.

163.340(8) (j) Incidence of crime in the area higher than in the remainder of the county or municipality;

Crime creates unsafe conditions for residents of the community; and discourages development and investment in the community.

Table 5. Incidence of Crime (2010)

	Incidence of Crime in 2010	Population (2010 Census)	Ratio of Crime 2010 (crime/population)
Alachua County	13,874	247,336	5.6%
Proposed CRA Study Area	324	4,796[iii]	6.7%

Source: Alachua County Sheriff's Office

Table 6. Crimes by Category

Category	Number
Assault	72
Assault with deadly weaponry	4
Breaking and Entering	90
Property Crime	48
Robbery	4
Theft	75
Theft from Vehicle	20
Theft of Vehicle	11

Source: Alachua County Sheriff's Office

- **163.340(8)(l)** - A greater number of violations of the Florida Building Code in the area than the number of violations recorded in the remainder of the county or municipality

Code violation data is evidence of health and safety issues that create unsafe conditions and may contribute to risk of loss and injury from electrical hazards, fire, and unsafe structures. In addition, evidence of unsanitary conditions, and health issues related to structure materials, hazardous material contamination, presence of vermin, and poor light and ventilation may be obtained.

Table 7. Code Violations

	Code Violations	Population (2010 Census)	Percent of Violation (violations/population)
County	7,262	247,336	3%
Proposed CRA Study Area	915	4,796[IV]	19.1%

Source: Alachua County Code Enforcement.

VII. Conclusion: Finding of Necessity

As detailed in the report, there is documented evidence of blight as defined by Section 163.340(8), Florida Statutes, within the Study Area. Based on the existence of these conditions of blight, the Study Area meets the requirements for making a Finding of Necessity. This is essential to the process of establishing a community redevelopment area (CRA).

A CRA would be another means of addressing those factors that have historically hindered development in this area. Consistent with the goals, objectives and policies of the Alachua County Comprehensive Plan, the establishment of the Eastside CRA would advance the County's commitment to economic development, community revitalization and sustainability.

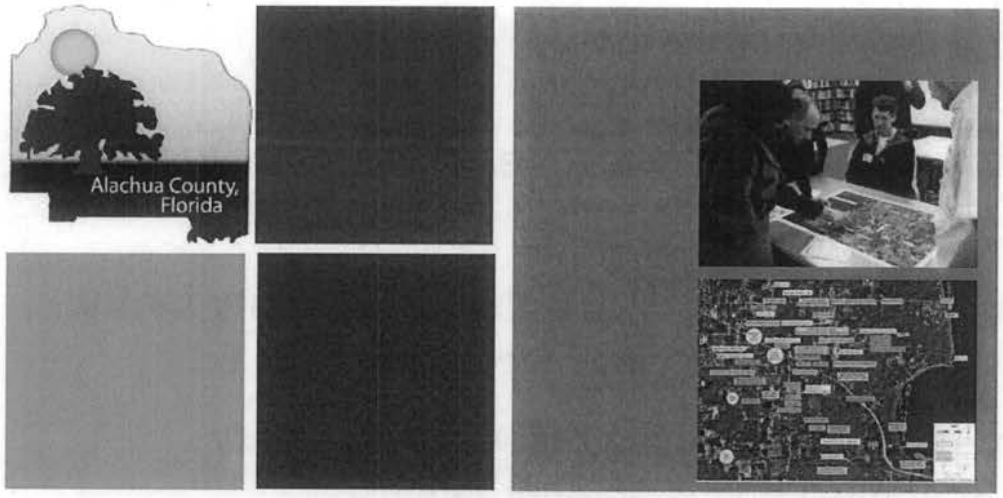
[i] **Housing Units Source:** U.S. Bureau of the Census, State and County Housing Unit Estimates. Updated every year for states and counties. Updated every 10 years for places. http://www.census.gov/popest/housing/.

Definition:A housing unit is a house, an apartment, a mobile home, a group of rooms, or a single room that is occupied (or if vacant, is intended for occupancy) as separate living quarters. Separate living quarters are those in which the occupants live and eat separately from any other persons in the building and which have direct access from the outside of the building or through a common hall.;

Scope and Methodology: These data for 2000 were derived from answers to questions included on the every form (100%) sent to households in the 2000 Census of Population and Housing.The data for states and counties are estimated annually. Subcounty population estimates are produced by a housing unit method that uses housing unit change to distribute county population to subcounty areas. The state and county housing unit estimates are aggregations of these housing unit estimates.

[ii] Statistics for Housing Units within the proposed CRA Boundary Area are estimates using the average of the 3 census tracts from the American Community Survey 2005-2009 that make up the proposed CRA Boundary Area.

[iii] Population is taken from the fifty-two 2010 Census Blocks that make up the Proposed Study Area.
[iv] Population is taken from the fifty-two 2010 Census Blocks that make up the Proposed Study Area.



Alachua County Eastside Community Redevelopment Area

Project Update

and

Authorization to Advertise

September 27, 2011

Purpose of a CRA:

- ❑ Revitalize the community
- ❑ Attract additional development
- ❑ Business expansion and employment opportunities

CRA can:

- ❑ Demonstrate the importance of redevelopment to the community
- ❑ Leverage funding or investment within the redevelopment area

CRA Implements:

- ❑ Comprehensive Plan policies and direction from the Board of County Commissioners
- ❑ Revitalization of the area in the vicinity of the Eastside Activity Center as a component of the Plan East Gainesville vision

Recommendation

Authorize staff to advertise public hearings on:

- ❑ Resolution making the Finding of Necessity for the Eastside Community Redevelopment Area;
- ❑ Ordinance establishing the Alachua County Community Redevelopment Agency;
- ❑ Resolution declaring the BoCC as the CRA; and,

Provide Notice to Taxing Authorities as required by Florida Statutes.

CRA Process

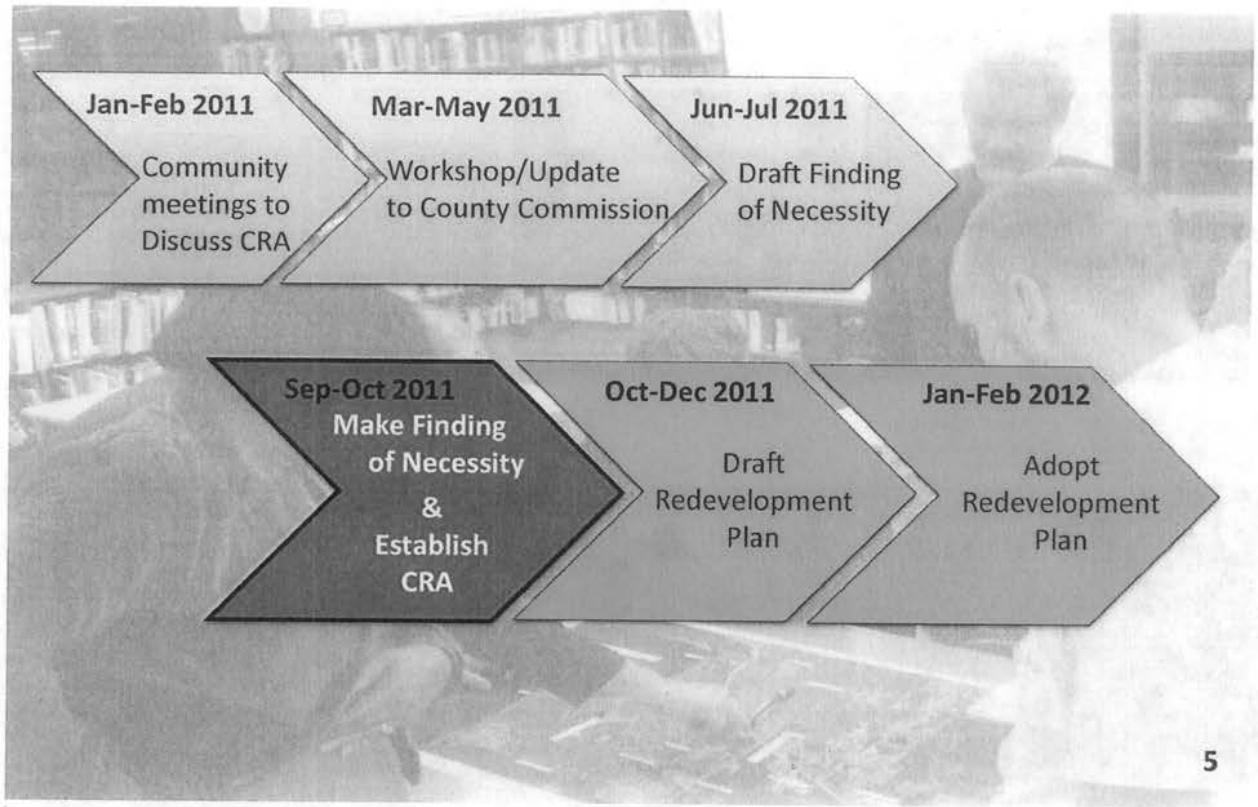
Make the Finding of Necessity
This formally identifies the conditions within the community and documents the need for redevelopment programs and activities

Create the CRA
The Board of County Commissioners must take official action to establish the Community Redevelopment Agency and appoint a CRA Board

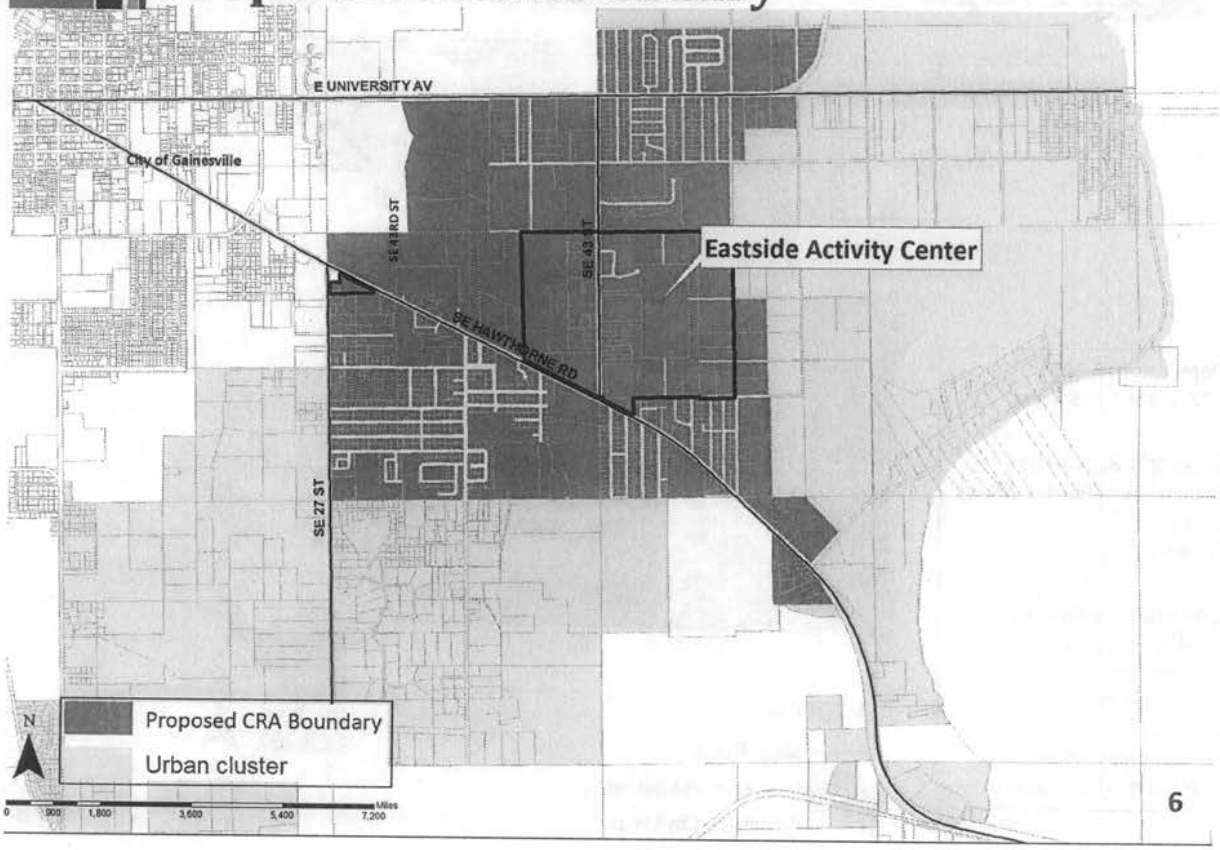
Develop and adopt the Community Redevelopment Plan
The plan addresses the unique needs of the targeted area and includes the overall goals for redevelopment in the area, as well as identifying specific projects.

Create the Redevelopment Trust Fund
The Trust Fund enables the Community Redevelopment Agency to direct the increase in real property tax revenues back into the targeted area.

CRA Workplan Timeline



Proposed CRA Boundary



Inputs from Community Meetings

Feb 3 and 7, 2011





Aug 11, 2011



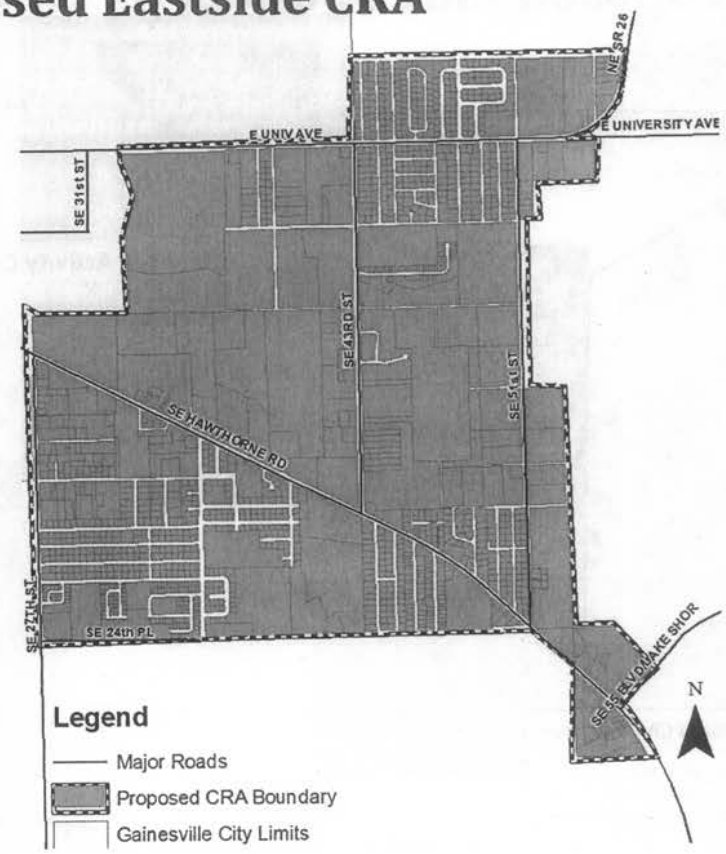


Proposed Eastside CRA

Population: 6,205
CRA area: 1,395 acres

Selected Resources
Transit Lines: Routes 7 & 11
Parks: 2
Schools: 3

Community Needs
Quality Food Options
Pharmacies
Credit Unions
Libraries
Community Centers
Improved infrastructure



Finding of Necessity Factors

(Sec. 163.340 (8)(e) *Deterioration of site or other improvements;*







- **Visible indicator of blight**
- **Detrimental effect on future commercial investment**
- **Posing a safety risk for the community**

Finding of Necessity Factors

(Sec. 163.340 (8)(j) *Higher incidence of crime in Study Area than remainder of County*

CRIME RATE DATA (2010)

Source: Alachua County Sheriff's Office

	Incidence of Crime in 2010	Population (2010 Census)	Ratio of Crime 2010 (crime/population)
Proposed CRA Area	324	4,796	6.7%
Alachua County	13,874	247,336	5.6%

(Sec. 163.340 (8)(l) *A greater number of Florida Building Code violations in area than the number of violations recorded in remainder of county;*

CODE VIOLATION (2010)

Source: Alachua County Code Enforcement

	Code Violations	Population (2010 Census)	Percent of Violation (violations/population)
Proposed CRA Area	915	4796	19.1%
Alachua County	7,262	247,336	3%

Establishment of CRA

Finding of Necessity

- ❑ Presence of blight (Sec. 163.340 (8), F.S.)
- ❑ Two of fourteen factors must be present
- ❑ Seven factors identified in area
- ❑ Resolution making Finding of Necessity (Sec. 163.355, F.S.)

Organization of CRA

- ❑ Ordinance establishes and organizes CRA
- ❑ Sec. 81.4 (1) BoCC serves as CRA Agency (S.163.357, F.S.)
- ❑ Sec. 81.4 (6) Public Participation Plan
- ❑ Sec. 81.5 Staffing and Reporting Requirements (S. 163.356, F.S.)
- ❑ Sec. 81.6 Delegation of Powers to CRA (S.163.356, F.S.)
- ❑ Sec. 81.7 Retention of Powers by BoCC (S.163.358, F.S.)

Declaration

- ❑ Resolution declaring BoCC serves as CRA

What happens next?

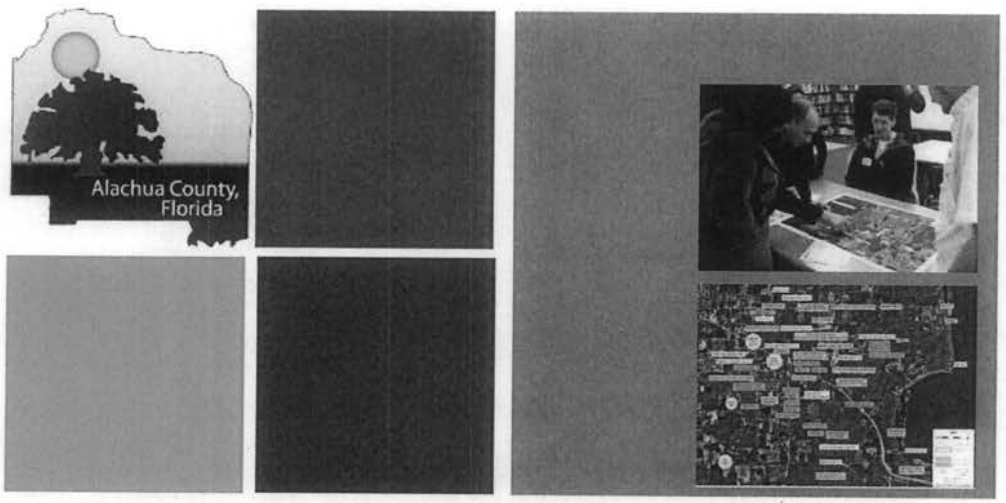
- **Provide Notice to Taxing Authorities**
- **Adopt Resolutions and Ordinance to establish CRA**
- Draft the Redevelopment Plan
- LPA review for consistency with Comprehensive Plan
- CRA adoption of Redevelopment Plan
- County Commission adoption of Redevelopment Plan
- Establish Trust Fund

Recommendation

Authorize staff to advertise public hearings on:

- ❑ Resolution making the Finding of Necessity for the Eastside Community Redevelopment Area;
- ❑ Ordinance establishing the Alachua County Community Redevelopment Agency;
- ❑ Resolution declaring the BoCC as the CRA; and,

Provide Notice to Taxing Authorities as required by Florida Statutes.



Comments and Questions ?

Alachua County

Department of Growth Management

352-374-5249

mcastine@alachuacounty.us

www. growth-management.alachuacounty.us/comprehensive_planning/CRA

September 27, 2011 Regular BoCC Meeting
Agenda Item #15

Title
CHOICES Agreements with outside providers to deliver health services to Alachua County residents. (Amended)

Amount
$697,000.00

Description
CHOICES Agreements with outside providers to deliver health services to Alachua County residents.

Recommendation
Approve and execute the CHOICES agreements with outside providers to deliver health services to Alachua County residents. CHOICES Advisory Board and staff support the approval.

Alternative(s)
Do not approve the CHOICES Agreements

Requested By
Elmira K. Warren/Bob Bailey/Cathie Whitney 264-6706

Originating Department
Community Support Services

Attachment(s) Description
1. BoCC CHOICES External Funding Presentation; 2. Mobile Clinic Agreement; 3. Flumist Agreement; 4. Health Education & Wellness Agreement; 5. Meridian Agreement; 6. Helping Hands Agreement; 7. Equal Access Clinic Agreement.

Documents Requiring Action
1. Mobile Clinic Agreement; 2. Flumist Agreement; 3. Health Education & Wellness Agreement; 4. Meridian Agreement; 5. Helping Hands Agreement; 6. Equal Access Clinic Agreement.

Executive Summary
The CHOICES Advisory Board has reviewed application from local providers of health services to be funded by CHOICES. CHOICES has done this since 2005. The six agreements recommended are for health services to be delivered by: 1. Alachua County Department of Health- Flumist Program; 2. Mobile Outreach Clinic administered through the University of Florida Medical School; 3. Equal Access Clinic administered by Medical Students under the direction of the University of Florida medical School; 4. Helping Hands Clinic; 5. Meridian Behavioral Healthcare; and 6. The CHOICES Health Education and Wellness Program managed by the Alachua County Department of Health.

Background
The CHOICES Surtax Use Plan allows CHOICES to fund local non-profit programs that are innovative and/or cost-effective to provide healthcare services to Alachua County residents. Since the CHOICES program began in 2005 CHOICES has funded such local organizations. CHOICES current funds services through six such agreements.

Issues
The contracts recommended provide a wide array of health services including mental health and substance abuse services, health

education, health services to for the homeless and medically underserved, and children's vaccinations. The six organizations recommended for 2012 are the same as funded in 2011.

Fiscal Recommendation
Approve the CHOICES Agreements with outside providers to deliver health services to Alachua County residents. There is sufficient in the CHOICES budget

Fiscal Alternative(s)
If agreements are not approved amounts not funded will remain in CHOICES Fund Balance.

Funding Sources
CHOICES Sur tax

Account Code(s)
010-2926-562.34-10

Attachment: Helping Hands CHOICES 6th Amend Final.pdf
Attachment: Equal Access CHOICES 6th Amend Final.pdf
Attachment: ACHD Flu Mist Final.pdf
Attachment: Merdian CHOICES Provider Final.pdf
Attachment: BoCCPresentationChoicesExternalFunding.pptx
Attachment: ACHD CHOICES Health Ed and Wellness Final.pdf
Attachment: UF CHOICES Mobile Clinic 2nd Amend Final.pdf

SIXTH AMENDMENT TO AGREEMENT
BETWEEN ALACHUA COUNTY AND
HELPING HANDS CLINIC, INC.
FOR THE PROVISION OF HEALTH CARE SERVICES

THIS SIXTH AMENDMENT TO AGREEMENT, made and entered into this 27 day of SEPTEMBER, 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 Helping Hands Clinic, Inc. hereinafter referred to as "Helping Hands",

W I T N E S S E T H:

WHEREAS, the parties hereto previously entered into an agreement dated July 23, 2005, for the provision of health care services and entered into a First Amendment to the Agreement dated September 29, 2006 and a Second Amendment to the Agreement dated September 12, 2007; and a Third Amendment to the Agreement dated January 2, 2009, and a Fourth Amendment to the Agreement dated August 25, 2009, and a Fifth Amendment dated October 12, 2011, and;

WHEREAS, the parties wish to amend the agreement.

NOW, THEREFORE, the parties hereby agree to amend the July 27, 2005 agreement as follows:

A. Section 2, ***Scope of Services***, is amended in its entirety to read:

Section 2 **Scope of Services**.

A. Services under this Amendment to the Agreement will be provided by Helping Hands Clinic. Helping Hands Clinic shall provide a broad range of health care services to medically poor or indigent populations who are demonstrably underserved as it relates to healthcare services and access to the same;
B. Helping Hands Clinic must collaborate with volunteer providers who are willing to provide healthcare services to underserved populations.
C. Ensure that all services identified and funded in this agreement are provided only to Alachua County Residents.
D. All healthcare services provided shall be provided in a good, substantial, and professional manner.

B. Section 4, ***Term***, is amended in its entirety to read:

Section 4 **Term**.

A. This Agreement will become effective on October 1, 2011 and shall continue in full force and effect up to and including September 30, 2012, unless terminated as provided herein.
B. The County has the option to renew this Agreement for one (1) additional one-year terms under the same terms and conditions contained in the original agreement. Any renewal shall be by amendment of this Agreement in accord with Section (8) of this Agreement.
C. The current authorization for the surtax that provides the funding for CHOICES is Florida Statutes, Section 212.055(7) and Section 39.10 of the Alachua County Code.
D. In the event the State Statutes and/or local implementation ordinances related to CHOICES are repealed, this Agreement shall terminate on the effective date of such repeal.

C. Section 5, ***Compensation***, Paragraph ***A***, is amended in its entirety to read:

Section 5 **Compensation.**

A. The total not-to-exceed amount for this Agreement for the period beginning October 1, 2011 and ending September 30, 2012, is Fifty Thousand Dollars ($50,000). All payments to be made to Helping Hands are included in the not-to-exceed amount.

Section 5, ***Compensation,*** Paragraph ***B,*** is deleted in its entirety to read:

Section 5 **Compensation.**

B. The County shall reimburse Helping Hands for a broad range of healthcare services rendered to indigent and medically poor Alachua County residents.

Section 5, ***Compensation***, Paragraph ***C,*** is amended in its entirety to read:

Section 5 **Compensation.**

C. The County will make one (1) advance payment in the amount of nine thousand dollars ($9,000) upon submission of an invoice by Helping Hands for the advance. Prior to the disbursement of the remaining forty-one thousand dollars ($41,000.00), Helping Hands will provide invoices to the County in accordance with Section 5.D of the original Agreement that document the expenditure of the nine-thousand dollar ($9,000) advance payment. Thereafter, the County will reimburse Helping Hands for healthcare services in an amount not to exceed forty-one thousand dollars ($41,000.00) for the term of this Agreement. Helping Hands shall submit invoices to the County at least once per quarter, but no more frequently than once per month. If this Agreement should be terminated prior to September 30, 2012, any of the advance funding of nine thousand dollars

($9,000.00) that Helping Hands has not documented in a manner acceptable to the County shall be returned to the County.

D. Section 10, ***Reporting Requirements,*** Paragraph ***A,*** is amended in its entirety to read:

Section 10 **Reporting Requirements.**

A. Helping Hands will, at the request of the County, provide to the best of their abilities such reports as the County reasonably needs to assist the County in its planning, analyses, and other functions relating to the original Agreement. Quarterly invoices shall include reports showing the participation of volunteers or volunteer groups through the Program during the invoiced period. Monthly reporting showing day-by-day participation of various volunteers and clients served shall satisfy this report requirement.

E. This Sixth amendment shall take effect upon expiration of the original agreement.

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the original agreement between the parties, dated July 27, 2005, as previously amended, shall be and remain in full force and effect.

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

ALACHUA COUNTY, FLORIDA

J. K. Irby, Clerk

BY: _____
Lee Pinkoson, Chair
Board of County Commissioners

APPROVED AS TO FORM:

_____
Alachua County Attorney's Office

HELPING HANDS CLINIC, INC.

By: _____
Randall J. Stacey, President

7-21-11
Date

Attest

By: _____

Print/Type: _____

Title: _____

SIXTH AMENDMENT TO AGREEMENT BETWEEN ALACHUA COUNTY AND THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES FOR THE PROVISION OF HEALTH CARE SERVICES AT THE EQUAL ACCESS CLINIC

THIS SIXTH AMENDMENT TO AGREEMENT, made and entered into this 27 day of SEPTEMBER, 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 The University of Florida Board of Trustees, for the benefit of The College of Medicine, University of Florida, hereinafter referred to as "UNIVERSITY",

W I T N E S S E T H:

WHEREAS, the parties hereto previously entered into an agreement dated August 8, 2005, for the provision of health care services and entered into a First Amendment to the Agreement dated September 26, 2006 and a Second Amendment to the Agreement dated September 28, 2007; and a Third Amendment to the Agreement dated January 4, 2009, and a Fourth Amendment to the Agreement dated November 10, 2009, and a Fifth Amendment to the Agreement dated October 1, 2010, and;

WHEREAS, the parties wish to amend the agreement.

NOW, THEREFORE, the parties hereby agree to amend the August 8, 2005 agreement as follows:

A. Section 4, ***Term***, is amended in its entirety to read:

Section 4 **Term**.

A. This Agreement will become effective on October 1, 2011 and shall continue in full force and effect up to and including September 30, 2012, unless terminated as provided herein.
B. The County has the option to renew this Agreement for one (1) additional one-year terms under the same terms and conditions contained in the original agreement. Any renewal shall be by amendment of this Agreement in accord with Section (7) of this Agreement.

C. The current authorization for the surtax that provides the funding for CHOICES is Florida Statutes, Section 212.055(7) and Section 39.10 of the Alachua County Code.
D. In the event the State Statutes and/or local implementation ordinances related to CHOICES are repealed, this Agreement shall terminate on the effective date of such repeal.

B. Section 5, ***Compensation***, Paragraph ***A***, is amended in its entirety to read:

Section 5 **Compensation.**

A. The total not-to-exceed amount for this Agreement for the period beginning October 1, 2011 and ending September 30, 2012, is Twenty-Thousand Dollars ($20,000). All payments to be made to University are included in the not-to-exceed amount.

Section 5, ***Compensation,*** Paragraph ***B,*** is deleted in its entirety to read:

Section 5 **Compensation.**

B. The County shall reimburse University for a broad range of healthcare services rendered to indigent and medically poor Alachua County residents.

Section 5, ***Compensation***, Paragraph ***C,*** is amended in its entirety to read:

Section 5 **Compensation.**

C. The County will make one (1) advance payment in the amount of five thousand dollars ($5,000) upon submission of an invoice by University for the advance. Prior to the disbursement of the remaining fifteen-thousand dollars ($15,000.00), University will provide invoices to the County in accordance with Section 5.D of the original Agreement that document the expenditure of the five-thousand dollar ($5,000) advance payment. Thereafter, the County will reimburse University for healthcare services in an amount not to exceed fifteen-thousand dollars ($15,000.00) for the term of this Agreement. University shall submit invoices to the County at least once per quarter, but no more frequently than once per month. If this Agreement should be terminated prior to September 30, 2012, any of the advance funding of five thousand dollars ($5,000.00) that University has not documented in a manner acceptable to the County shall be returned to the County.

Any expense allowed under this Agreement that is accrued but not invoiced prior to any termination shall remain the responsibility of the County and payable to the University by the County, provided that any such expense must be invoiced no more than ninety (90) days after termination.

C. Section 9, ***Reporting Requirements,*** Paragraph ***A,*** is amended in its entirety to read:

> Section 9 **Reporting Requirements.**
>
> A. University will, at the request of the County, provide to the best of their abilities such reports as the County reasonably needs to assist the County in its planning, analyses, and other functions relating to the original Agreement. Quarterly invoices shall include reports showing the participation of volunteers or volunteer groups through the Program during the invoiced period. Monthly reporting showing weekly participation of various volunteers and clients served shall satisfy this report requirement.

D. This Sixth amendment shall take effect upon expiration of the original agreement at the terms and specifications contained therein.

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the original agreement between the parties, dated August 8, 2005, as previously amended, shall be and remain in full force and effect.

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

J K Irby, Clerk

ALACHUA COUNTY, FLORIDA

BY: _____
Chair, Alachua County Board of
County Commissioners

APPROVED AS TO FORM:

_____
Alachua County Attorney's Office

UNIVERSITY

BY: _____
Michael L. Good, M.D.
Dean, College of Medicine
University of Florida

8/3/11
Date

Attest

By: _____

Print/Type: Bobbi J. Reynolds

Title: Senior Accountant

PROFESSIONAL SERVICES AGREEMENT BETWEEN ALACHUA COUNTY AND ALACHUA COUNTY HEALTH DEPARTMENT FOR THE ADMINISTRATION OF FLU-MIST VACCINE

This agreement is entered into this 27 day of SEPTEMBER, 2011 between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners for the benefit of the Community Health Offering Innovative Care and Educational Services (CHOICES) Program, hereinafter referred to as "County" and the Alachua County Health Department doing business at 224 SE 24 Street, Gainesville, Florida, hereinafter referred to as "Professional".

WITNESSETH

WHEREAS, The Alachua County Health Department has partnered with various community partners to implement an innovative school-based influenza vaccination program; and,

WHEREAS, an average influenza season in Alachua County typically causes 31,000 illnesses, 120 hospitalizations and 38 deaths. These health consequences cost the residents of our county 2.2 million dollars expended in direct costs and 8.8 million in indirect costs; and

WHEREAS, the goal of the School-Based Influenza Vaccination Program is to make Alachua County the most protected community in the nation from the potential health and economic costs associated with the seasonal influenza epidemic by immunizing 70% of school children in Alachua County. Successfully vaccinating this proportion of the target population would prevent 100 hospitalizations, 27,000 illnesses, 31 deaths and save 1.87 million in direct healthcare costs and 7.5 million indirect costs; and,

WHEREAS, the County wishes to participate in the School-Based Influenza Vaccination Program through its CHOICES (Community Health Offering Innovative Care and Educational Services) Program;

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

1. Term - This agreement is effective on the date executed by the parties and will continue through September 30, 2012 unless earlier terminated as provided herein.

2. Representations - By executing this Contract, the Professional makes the following express representations to the County:

a. The Professional is professionally qualified to act as the professional for the provisions of services required by this Agreement for the Program.

b. The Professional shall maintain all necessary licenses, permits or other authorizations necessary to act as professional for the Project until the Professional's duties hereunder have been full satisfied;

c. The Professional shall provide all services required by this Agreement in such a manner that they shall be adequate for the purposes intended and shall be in conformity and comply with all applicable law, codes and regulations and standards of practice;

3. Duties of the Professional - The Professional shall have and perform the following duties, obligations, and responsibilities to the County:

a. Vaccinate students in the Alachua County Public School system, Alachua County Charter schools, and Alachua County private schools using Flu-Mist.

b. Obtain all permissions and other authorizations required from the parents or guardians of students to be vaccinated.

c. Schedule administration of the vaccine with the appropriate officials in the Alachua County School Board and at each school; or with other facilities as required.

d. Provide all supplies, personnel and equipment required to administer the vaccine.

e. Ensure that all personnel administering the vaccine are qualified to perform such services in accordance with the laws of the State of Florida.

4. Duties of the County - The County shall have and perform the following duties, obligations, and responsibilities to the Professional:

a. Pay the Professional $10.00 for each vaccination administered

5. Method of Payment - For its assumption and performance of the duties, obligations and responsibilities set forth herein, the Professional shall be paid in accordance with this section.

a. The Professional shall be paid for those services required by this Contract an amount not to exceed eighty thousand dollars ($80,000.00) for the term of this agreement allocated as follows:

i. Ten dollars ($10.00) for each Flu-mist vaccination administered.

b. As a condition precedent for any payment, the Professional shall submit monthly, unless otherwise agreed in writing by the County, an invoice to the County requesting payment for services. Each invoice shall bear the signature of the Professional, which signature shall constitute the Professional's representation to the County that the services provided. The invoice shall contain sufficient information to support the number of Flu-mist vaccinations administered to students in the Alachua County Public Schools and claimed for payment by County. Submission of the Professional's invoice for final payment shall further constitute the Professional's representation to the County that, upon receipt by the County of the amount invoiced, all obligations of the Professional to others, including its consultants, incurred in connection with the Project, will be paid

in full. The Professional shall submit invoices to the County at the following address:

Director, CHOICES Health Services
Alachua County Department of Community Support Services
218 SE 24th Street
Gainesville, Florida 32641

c. In the event that the County becomes credibly informed that any representations of the Professional relating to payment are wholly or partially inaccurate, the County may withhold payment of sums then or in the future otherwise due to the Professional until the inaccuracy, and the cause thereof, is corrected to the County's reasonable satisfaction.

d. The County shall make payment to the Professional, of all sums properly invoiced under the provisions of this paragraph, in accordance with the provisions of Chapter 218, Part VII (Florida Prompt Payment Act), Florida Statutes. Payments shall be made to the following address:

Alachua County Health Department
224 SE 24th Street
Gainesville, FL 32641
Attn: Director

6. Notice - Except as otherwise provided in this agreement, any notice of termination or default from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with a signed proof of delivery. For purposes of notice, Professional's and County representative are:

County

Director, CHOICES Health Services
Alachua County Department of Community Support Services
218 SE 24th Street
Gainesville, FL 32641

Professional

Alachua County Health Department
224 SE 24th Street
Gainesville, Fl 32641
Attn: Lucy Anken

A copy of any notice, request or approval to the County must also be sent to:

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

Alachua County
Office of Management and Budget
105 SE 1st Avenue, Suite 6
Gainesville, FL 32601
ATTN: Contracts

7. Default and Termination - The failure of the Professional to comply with any provision of this Contract will place the Professional in default. Prior to terminating the Contract, the County will notify the Professional in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Professional thirty (30) days to cure the default. The CHOICES Director is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time the Community Support Services Director is authorized to provide final termination notice on behalf of the County to the Professional.

The County may terminate the Contract without cause by providing sixty (60) written notice to the Professional. The County Manager is authorized to provide written notice of termination on behalf of the County. Upon such notice, Professional will take action to discontinue all services within the specified time frame (unless the notice directs otherwise); and, deliver to the County all data, specifications, reports, estimate, summaries, and such other information and materials as may have been accumulated by the Professional in performing this Agreement, whether completed or in process. In the event of such termination for convenience, Professional's recovery against County shall be limited to that portion of the Contract amount earned through the date of termination, but Professional shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the work not performed.

If funds to finance this Contract become unavailable, the County may terminate the Contract with no less than twenty-four hours notice in writing to the Professional. The County will be the final authority as to the availability of funds. The County will pay the Professional for all work completed prior to any notice of termination.

The Professional may terminate the Contract without cause by providing 90 (ninety) days written notice to the County. The Administrator of the County Health Department is authorized to provide written notice of termination on behalf of the Professional.

8. Project Records - All records relating in any manner whatsoever to the project, which are in the possession of Professional, shall be made available to the County for inspection and

copying upon written request of the County, and shall be kept for a period of five (5) years or fifteen (15) years if related to a capital improvement project, after the completion of all work to be performed, or as required by Chapter 119, Florida Statutes (Public Records Act) and schedules published by the Florida Bureau of Archives and Records Management, or federal requirements, whichever shall be greater Additionally, said records shall be made available, upon request by the County, to any state, federal, or other regulatory authorities and any such authority may review, inspect and copy such records, except as considered confidential under Chapter 119, Florida Statutes.

9. Ownership of Deliverables - All project deliverables and documents are the sole property of the County and may be used by the County for any purpose.

10. Permits - The Professional will obtain and pay for all necessary permits, permit application fees, licenses or any fees required.

11. Laws & Regulations - The Professional will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this agreement. The Professional is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this agreement. If the Professional is not familiar with state and local laws, ordinances, code rules and regulations, the Professional remains liable for any violation and all subsequent damages or fines.

12. HIPAA Compliance - Both Professional and the covered components of the County shall be in full compliance with all HIPAA regulations and provisions, including the privacy of students and their parents(s) or guardian(s) related to protected health information and in securing all necessary releases/authorizations for the release of information as required.

Both Professional and covered components of the County shall require that any and all employees, agents, subcontractors and any others who receive protected health information abide by the privacy requirements of HIPAA.

Professional and covered components of the County shall comply with all the requirements of the HIPAA laws and regulations related to security, transactions and privacy.

13. Indemnification and Insurance - Nothing contained herein shall constitute a waiver by the Professional or County of sovereign immunity or the provisions of §768.28, Florida Statutes. Furthermore, the parties agree that any duty of the Professional or County to indemnify or defend any entity under this contract is limited by the limits of liability set forth in §768.28, Florida Statutes.

a. During the term of this agreement the professional will comply with the requirements for Insurance as provide in Attachment A.

14. Assignment of Interest - Neither party will assign or transfer any interest in this agreement without prior written consent of the other party.

15. Successors and Assigns - The County and Professional each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this agreement

16. Independent Contractor - In the performance of this agreement, the Professional is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Professional is solely responsible for the means, method, technique, sequence, and procedure utilized by the Professional in the full performance of the agreement.

17. Collusion - By signing this agreement, the Professional declares that this agreement is made without any previous understanding, agreement, or connections with any persons, professionals or corporations and that this agreement is fair, and made in good faith without any outside control, collusion, or fraud.

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

19. Prohibition Against Contingent Fees - The Professional warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Professional to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Professional any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.

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

21. 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

22. Non Waiver - The failure of any party to exercise any right in this agreement shall not be considered a waiver of such right.

23. Governing Law and Venue - This agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

24. Attachments - All exhibits attached to this agreement are incorporated into and made part of this agreement by reference.

25. Amendments - The parties may amend this agreement only by mutual written

agreement of the parties.

26. Counterparts – This agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

27. Captions and Section Headings - Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

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

29. Entire Agreement - This agreement constitutes the entire agreement and supercedes all prior written or oral agreements, understandings, or representations.

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

ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair
Board of County Commissioners

ATTEST:

_____
J. K. Irby, Clerk

(SEAL)

APPROVED AS TO FORM

_____
Alachua County Attorney's Office

ALACHUA COUTHY HEALTH DEPARTMENT

By: _____
Print: Jean Munden
Title: Administrator

TYPE "G" INSURANCE REQUIREMENTS
"Self Insured Governmental Entities"
And/Or Fully Insured Entities

Entity shall provide evidence that it has in place a program of self-insurance pursuant to Florida Statutes Sections 111.072, 136.091 and 768.28. That the self-insurance program provides coverage for claims which emanate from Automobile Physical Damage and Public Liability incidents arising from Automobile Liability (both Bodily Injury and Property Damage), Commercial General Liability, and Workers' Compensation with a limit of liability not to exceed $300,000 per accident.

OR

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

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a per occurrence form policy for limits not less than $1,000,000 General Aggregate, $1,000,0000 Products / Completed Operations Aggregate, $1,000,000 Personal and Advertising Injury Liability, $1,000,000 each Occurrence, $50,000 Fire Damage Liability and $5,000 Medical Expense.

AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than $1,000,000 Combined Single limit each accident.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.
Employer's Liability limits for not less then $100,000 each accident; $500,000 disease policy limit and $100,000 disease each employee must be included.

OTHER PROVISIONS

Indemnification Clause: Each party agrees that it shall be solely responsible for the negligent acts or omissions of its employees, contractors and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity and the limitation set forth in Section 768.28, Florida Statutes.

SECOND AMENDMENT TO THE AGREEMENT FOR ADMINISTRATIVE SERVICES AGREEMENT BETWEEN ALACHUA COUNTY AND THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES FOR THE CHOICES MOBILE OUTREACH CLINIC PROGRAM

This Second Amendment to the Agreement, made and entered into this 27 day of SEPTEMBER 2011, by and between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners for the benefit of the Community Health Offering Innovative Care and Educational Services (CHOICES) Program, hereinafter referred to as "County" and The University of Florida Board of Trustees (hereinafter referred to as "University") for the benefit of the Dean's Office, College of Medicine, University of Florida., hereinafter referred to as "University".

WITNESSETH:

WHEREAS, the parties hereto have previously entered into an Agreement on January 1, 2010, and a First Amendment to Agreement on March 3, 2011 to further the goal of CHOICES by offering a variety of screening, health education and program enrollment assistance services to indigent and medically poor persons within Alachua County, in neighborhoods and communities within Alachua County where significant disparities in health care currently exist,

WHEREAS, the parties wish to amend the agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto do mutually agree to amend as follows:

A. Section 1, ***Term*** is amended in its entirety to read:
This agreement will become effective January 1, 2010 and shall continue in full force and effect up to and including December 31, 2012, unless terminated as provided herein.

B. This second amendment shall take effect January 1, 2012 at the terms and specifications contained in the Agreement as previously amended, except as modified by this second amendment .

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the original agreement between the parties as, dated the 1st day of January 2010 as amended, 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

THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES FOR THE BENEFIT OF THE COLLEGE OF MEDICINE OF THE UNIVERSITY OF FLORIDA

Witness or Attest

By: _____
Print: CARLA WILLINGHAM
Title: Administrative Assistant

By: _____ 8/29/11
Print: Michael L. Good M.D.
Title: Dean, College of Medicine

AGREEMENT BETWEEN ALACHUA COUNTY AND MERIDIAN BEHAVIORAL HEALTHCARE, INC. FOR THE PROVISION OF HEALTH CARE SERVICES

THIS AGREEMENT is made and entered into this 27 day of SEPTEMBER, 2011, by and between Alachua County, Florida, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter singularly referred to as County); and Meridian Behavioral Healthcare, Inc. (hereinafter singularly referred to as Meridian), whose address is 4300 SW 13th Street, Gainesville, FL 32608.

WITNESSETH THAT:

In consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

1. PURPOSE

A. This Agreement assists Meridian in providing behavioral health services by reimbursing Meridian for behavioral health services provided by Meridian to eligible residents of Alachua County.

B. This Agreement specifies the agreed-upon obligations of Meridian and County in their participation in Alachua County Community Health Program Offering Innovative Care and Health Education Services ("CHOICES").

2. SCOPE OF SERVICES

A. Services provided under this Agreement will be rendered by Meridian. Meridian shall provide behavioral health care services at their facilities.

B. Meridian must furnish, at its own cost and expense, (unless otherwise specified herein) all equipment, tools, materials, facilities and labor of every description necessary to carry out and complete the tasks, requirements, terms, and conditions set forth in this Agreement.

C. All health care services shall be provided in a good, substantial, and professional manner.

3. TERM

A. This Agreement will become effective on October 1, 2011, and shall continue in full force up to and including September 30, 2012.

B. Meridian must commence performance of the services required on said effective date.

C. The County has the option to renew this Agreement for up to five additional one-year periods.

D. The current authorization for the surtax that provides the funding for CHOICES is Florida Statutes, Section 212.055(7) and County Ordinance 04-5.

E. In the event the State Statutes and/or local implementation ordinances are repealed, this Agreement shall terminate on the effective date of such repeal.

4. COMPENSATION

A. The total not-to-exceed amount for this Agreement for the period beginning on October 1, 2011 and continuing through September 30, 2012 is One Hundred Thousand Dollars Thousand Dollars ($100,000). All payments to be made to Meridian are included in the not-to-exceed amount.

B. The County shall only reimburse Meridian for providing direct behavioral health services to Alachua County Residents.

C. As a condition precedent for any payment, Meridian shall submit an invoice to the County requesting payment for services properly rendered. Meridian's invoice shall describe with reasonable particularity each service rendered, the date thereof, the person(s) rendering such service, and the amount to be paid. Such amount to be paid shall be in accordance with the rates on Exhibit "1". Meridian's invoice shall be accompanied by such documentation or data as the County may require in support of charges for which payment is sought. Each invoice shall bear the signature of Meridian, which signature shall constitute Meridian's representation to the County that the services indicated in the invoice have reached the level stated; have served a public purpose; have been properly and timely performed as required herein; that the charges included in the invoice have been reasonably incurred in accordance with this Agreement; that the amounts requested for payment represent charges for services to patients who are eligible for services under the Alachua County Code and Section 3 of this Agreement; that services claimed have not been submitted to or reimbursed by the County or any other agency; and that the amount requested is currently due and owing, there being no reason known to Meridian that payment of any portion thereof should be withheld. In the event Meridian submits an invoice containing requests for payment that have been previously invoiced but not yet paid, such amounts shall be separately listed and County will determine if these previously invoices but unpaid amounts are still outstanding. If the amount is still outstanding County will include the amount with the current invoice (but shall in no case double pay the requested amount), if the requested amount has been processed for payment the requested amount from the previous invoice shall be deducted from the invoice total. Meridian shall submit invoices to the County at the following address:

CHOICES Health Services
Director
218 SE 24th Avenue
Gainesville, FL 32641

The County shall make payments to Meridian at the following address:

Meridian Behavioral Healthcare, Inc.
4300 SW 13th Street
Gainesville, FL 32608

D. County shall make the final determination of payment for eligible services provided pursuant to this Agreement.

5. INDEMNIFICATION - LIABILITY

Meridian agrees to protect, defend, indemnify, and hold the County and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to personal injury, death, damage to property (including destruction) defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. Meridian further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel mutually agreeable to the parties and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent. Meridian agrees that indemnification of the County shall extend to any and all work performed by Meridian, its subcontractors, employees, agents, servants or assigns. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Meridian's insurance coverage. This indemnification provision shall survive the termination of the Agreement between the County and Meridian.

6. INDEPENDENT CONTRACTOR

In the performance of this Agreement, Meridian is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. Meridian is solely responsible for the means, method, technique, sequence, and procedure utilized by Meridian in the full performance of the Agreement.

7. INSURANCE

Meridian will procure and maintain insurance throughout the entire term of this agreement of the types and in the minimum amounts detailed in Exhibit "2".

8. MODIFICATION OF THE AGREEMENT

A. Except as otherwise provided herein, this Agreement may only be amended or modified by a written instrument executed by the duly authorized representatives of the parties.

B. Similarly, no agreement, which affects the provisions of this Agreement, will be valid unless it is in writing and is executed by both County and Meridian.

9. THIRD PARTY PAYOR

A. Meridian understands and acknowledges that, in accordance with Florida Statutes Section 212.055, County is required by law to be the payor of last resort with respect to reimbursement for services rendered under this Agreement. Therefore, since County is a secondary payor, Meridian agrees to seek compensation from any and all readily identifiable resources prior to seeking compensation from County.

B. Under no circumstances will County be responsible to pay for any services provided in connection with a work related accident or injury and Meridian shall not bill County for any such services.

C. For purposes of this Agreement, available benefit programs include governmental and non-governmental third party payors including but not necessarily limited to Medicare, Medicaid, Veterans Administration, commercial insurance benefits, worker's compensation, settlements, judgments and/or any other potentially responsible persons. Whenever County has paid for services that are determined to be covered by another governmental program, County shall be repaid in full and prior to any other person, program or entity. In the event payment is denied, due to no fault of Meridian, and the service is a covered service, Meridian may submit an appeal to County. Such an appeal shall include both an explanation and documentation of the reason for the governmental entity's denial of payment.

D. Upon billing County, Meridian may not initiate and/or pursue any action, legal or otherwise, to collect for services rendered against clients whose services are paid under this agreement unless consented to in writing by the County. Further, with the exception of worker's compensation benefits, Meridian, by billing County, thereby assigns all of its right, title and interest in such unrealized or uncollected private third party benefits to County and agrees to assist County in identifying and collecting any such benefits. This assignment of rights by Meridian only applies in cases where County has made or assumes responsibility for payment of services rendered by Meridian. It is intended that if a resource of a liable third party becomes

available at any time, the public in Alachua County should not bear the burden of medical assistance to the extent of such resources.

E. In the event a CHOICES client is eligible for other third party benefits and Meridian is denied payment due to fault of Meridian, such claims for payment shall also be denied by County and CHOICES client may not be billed for such services.

10. REPORTING REQUIREMENTS

A. Meridian will, at the request of the County, provide to the best of their abilities such reports as the County reasonably needs to assist the County in its planning, analyses, and other functions relating to this Agreement.

B. Periodic and on-going reports may be required at the written request of the County.

C. Meridian will not be required to provide reporting not usually available to similar health care providers and will not be expected to purchase or develop software to meet County's reporting requirements under this section.

11. RECORD KEEPING

A. Meridian will keep adequate records and supporting documentation applicable to this contractual matter. Said records and documentation will be retained by Meridian six for (6) years from the date of termination or expiration of the last renewal term of this Agreement, or as required by federal or state laws, whichever is longer.

B. County and its authorized agents will have the right to audit, inspect, and copy all such records and documentation as often as County and its authorized agents deems necessary during the period of this Agreement and during the records retention period thereafter; provided, however, such activity will be conducted at County expense and during Meridian's normal business hours.

C. County, during the time period expressed in Paragraph 10.A above, will have the right to obtain a copy of and otherwise inspect any audit made at the direction of Meridian as concerns the aforesaid records and documentation, or any services provided pursuant to this Agreement and the payment therefore.

D. County also reserves the right, as payor and plan operator, to examine and obtain copies of patient medical records and any other billing records related to this Agreement. Such copies will be provided at no charge. Subsequent requests by County for copies previously received by County will be payable at a rate of 15¢ per single-sided page or 20¢ per double-sided page unless waived by Meridian.

E. Nothing in this section is meant to in any way affect, modify or abridge the protections and immunities afforded by Florida Statutes Section 395.0193 in connection with peer review activities.

12. ASSIGNMENT OF THE CONTRACT

Meridian agrees and understands that County is contracting with Meridian for behavioral health care services and Meridian may not make any assignment of this Agreement, in whole or in part, without the prior written authorization of County.

13. TERMINATION

A. Without Cause. This Agreement may be terminated at will by County upon no less than ninety (90) days prior written notice to Meridian. This Agreement may be terminated at will by Meridian upon no less than 90 days prior written notice to County. The aforesaid termination notices, as well as all other notices required herein, shall be as provided for below in the section titled "Notices".

B. Breach.

1) In the event of a non-material breach, as determined by the Department, written notice shall be provided by County to Meridian specifying the breach and Meridian shall have 30 days to cure such breach.

2) In the event of a material breach by Meridian, as determined by the County, written notice shall be provided by County to Meridian of said breach and Meridian shall have 24 hours to cure the breach. Material breach may include, but not necessarily be limited to, loss of accreditation, incidences of criminal negligence, and failure to comply with the requirements of Section 2 – Scope of Services, Paragraph C above.

3) In the event of a non-material breach by County, as determined by Meridian, written notice shall be provided by Meridian to County specifying the breach and County shall have 30 days to cure such breach.

4) In the event of a material breach by County, as determined by the Meridian, written notice shall be provided by Meridian to County of said breach and County shall have 24 hours to cure the breach.

5) Waiver of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach nor shall it be construed to be a modification of this Agreement. For the purposes of this section, notice shall be provided to the affected party in the same manner provided for in the section titled "Notices".

6) Should County determine that Meridian intentionally violated any Health Insurance Portability and Accountability Act of 1996 (HIPAA) rule or regulation, County may terminate this Agreement with 24 hours notice. Should Meridian determine that County has

intentionally violated any HIPAA rule or regulation, Meridian may terminate this Agreement with 24 hours' notice.

C. Insufficient Funds. In the event sufficient budget funds are not available to fund this Agreement during its term, the County may terminate this Agreement upon no less than 10 days notice. The County shall be the final authority as to the availability of funds for the current or any subsequent fiscal period.

14. WAIVER

A. A waiver of any performance or breach by either party shall not be construed to be a continuing waiver of other breaches or non-performance of the same provision or operate as a waiver of any substantial default of any of the terms, covenants, and conditions of this Agreement.

B. The payment or acceptance of fees for any period after the default shall not be deemed a waiver of any right or acceptance of defective performance.

15. NOTICE

A. Except as otherwise provided in this Agreement any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. For purposes of all notices, the representatives of the County and Meridian are:

County:
Director
CHOICES
218 SW 24th Street
Gainesville, FL 32641

Meridian:
Meridian Behavioral Healthcare, Inc.
President
4300 SW 13th Street
Gainesville, FL 32608

A copy of any notice, request or approval to the County must also be sent to:

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

And to:

Office of Management and Budget
105 SE 1st Avenue, Suite 6
Gainesville, Fl 32602
Attn; Contracts

B. These contact persons may be changed by giving written notice from an authorized representative of one party to the other without the necessity of a modification to this Agreement.

16. SEVERABILITY

Any term, condition, covenant or obligation which requires performance by either party subsequent to termination of this Agreement shall remain enforceable against such party subsequent to such termination.

17. FLORIDA PUBLIC ENTITY CRIMES

A. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

B. Additionally, pursuant to COUNTY policy, a conviction of a public entity crime may cause the rejection of a bid, offer, or proposal or termination of an existing contract for cause. The COUNTY may make inquiries regarding alleged convictions of public entity crimes. The unreasonable failure of a bidder, provider, offerer or proposer to promptly supply information in connection with an inquiry may be grounds for rejection of a bid, offer or proposal.

18. PERMIT REQUIREMENTS

For the duration of this Agreement, Meridian shall obtain and maintain in good standing all necessary licenses, certificates, and permits necessary to perform the services covered by this Agreement. Meridian shall provide to the Department copies thereof upon execution of this Agreement, on the first day of any renewal term, and upon request by the Department.

19. CONFLICT OF INTEREST

A. For purposes of this Agreement, "conflict of interest" shall mean any action or situation in which the personal or private interests of the Meridian (including its directors, officers and managers) would interfere with the ability or willingness of Meridian to faithfully

and fully satisfy all of the obligations contained in this Agreement or which is otherwise detrimental to County. Any such action or situation shall be strictly prohibited.

B. Meridian shall fully comply with the requirements of The Patient Self-Referral Act, Florida Statutes Section 456.053, regarding financial arrangements between referring health care providers and providers of health care services. Meridian agrees, that in situations where Meridian meets the requirements of Florida Statutes 456.053(5)(b)and (5)(i), Meridian will disclose such interest to County.

C. Meridian shall have no controlling financial interest in or shall not otherwise influence any other medical service entity engaged in providing services to County when the services directly impact determinations of payment to Meridian.

D. Meridian shall have no interest, financial or otherwise; engage in business transaction or professional activities; or incur any obligation that, directly or indirectly, adversely impacts the proper discharge of Meridian' obligations under this Agreement.

E. Meridian will not create any contractual relationship that creates a continuing and frequently recurring conflict between Meridian's private interests and Meridian's obligations pursuant to this Agreement. Meridian (including its employees, employees' spouses and children) will not solicit or accept anything of value, including gift(s), loan(s), reward(s), promise of future employment, favor(s) or service(s), when Meridian knows, or with exercise of reasonable care, should know, that such donation was given to improperly influence favorable action or advantage for the donor or to induce some action that is detrimental to County.

F. In the event either party identifies a potential or perceived conflict of interest, the identifying party will notify the other party. The parties will work together to resolve the matter as equitably as possible for both.

20. SUBCONTRACTING

Meridian agrees to bind every subcontractor who may directly or indirectly provide services and/or commodities to any CHOICES eligible clients to the applicable terms and conditions of this Agreement. However, nothing in this Agreement creates a contractual relationship between any subcontractor and County.

21. GOVERNANCE

A. Regardless of where executed or performed, this Agreement will be governed by and construed in accordance with the laws of the State of Florida, and venue will be in Alachua County, Florida.

B. Meridian shall comply with the requirements of all federal laws, state laws, local codes and ordinances.

22. INTERPRETATION

A. The form of any of the language contained in this Agreement shall not be interpreted or construed in favor or against either party as the drafter.

B. Nothing contained herein will be construed as limitation on such other rights and remedies available to the parties under the laws, which may now or in the future by applicable.

23. THIRD PARTY BENEFICIARY

This Agreement is for the benefit of County and Meridian. No third party is an intended beneficiary so as to entitle that person to sue for alleged breach of this Agreement.

24. HIPAA COMPLIANCE

Both Meridian and the County shall each comply with any prohibitions, restrictions, limitations, conditions, or other requirements to the extent applicable to Meridian or the County directly or indirectly pursuant to HIPAA and its implementing regulation concerning privacy of individual identifiable health information as set forth in 45 CFR, Parts 160-164, as amended from time to time.

25. FORCE MAJEURE

Meridian shall not be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service of employment deemed resulting, directly or indirectly, from Acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation or any similar or dissimilar cause beyond reasonable control except as alternatives required by law. County shall have no action, at law or equity, against Meridian as a result of any damage, injury or loss of wages or compensation arising from these excluded circumstances or events.

26. CAPTIONS AND SECTION HEADINGS

Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

27. COLLUSION

By signing this Agreement, Meridian declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, professionals or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.

28. COUNTERPARTS

This Agreement may be executed by the parties in several counterparts, each of which shall be deemed to be an original copy.

29. LAWS AND REGULATIONS

Meridian will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this Agreement. Meridian 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 Meridian is not familiar with state and local laws, ordinances, code rules and regulations, Meridian remains liable for any violation and all subsequent damages or fines.

30. SUCCESSORS AND ASSIGNS

The County and Meridian each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.

31. ENTIRE AGREEMENT

The foregoing constitutes the entire Agreement between the parties with respect to the subject matter contained herein.

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

ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair
Board of County Commissioners

Date: _____

ATTEST:

_____
J.K. Irby
Alachua County Clerk

_____
Alachua County Attorney's Office
Approved as to form

MERIDIAN BEHAVIORAL HEALTHCARECLINIC, INC.

By: _____

Date: 7/26/2011

Attest

_____

EXHIBIT 1

All amounts to be paid to Meridian shall be in accordance with the rates listed in this Exhibit and in compliance with the terms contained in Section 4, Compensation. Only items listed in this Exhibit shall be reimbursed when properly billed and submitted to the County.

Choices Fee Schedule

H0031	HN	Biopsychosocial Eval	Event	48.00
H0032	TS	Treatment Plan Update MH	Event	48.50
H0032		Treatment Plan Initial MH	Event	97.00
H2000	HO	Psych Eval ARNP	Event	150.00
H2000	HP	Psych Eval MD	Event	210.00
H2019	HR	Individual Therapy	15 min	18.33
H2019	HQ	Group Therapy	15 min	6.67
T1015		Medication Management	Event	60.00

EXHIBIT 2

TYPE "A" INSURANCE REQUIREMENTS
"Professional or Consulting Services"

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

I. **COMMERCIAL GENERAL LIABILITY**
Coverage must be afforded under a per occurrence form policy for limits not less than $1,000,000 General Aggregate, $1,000,000 Products/Completed Operations Aggregate, $1,000,000 Personal and Advertising Injury Liability, $1,000,000 each Occurrence, $50,000 Fire Damage Liability and $5,000 Medical Expense.

II. **AUTOMOBILE LIABILITY**
Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident.

III. **WORKERS COMPENSATION AND EMPLOYER"S LIABILITY**

A. Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

B. Employer's Liability limits for not less than $100,000 each accident; $500,000 disease policy limit and $100,000 disease each employee must be included.

IV. **PROFESSIONAL LIABILITY or ERRORS AND OMISSIONS LIABILITY (E&O).**
Professional (E&O) Liability must be afforded for not less than $1,000,000 each claim, $1,000,000 policy aggregate.

V. **OTHER INSURANCE PROVISIONS**
A. The policies are to contain, or be endorsed to contain, the following provisions:

B. Commercial General Liability and Automobile Liability Coverages

1. The Alachua County Board of County Commissioners, it officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.
2. The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or

self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

C. Worker's Compensation and Employer's Liability Coverage

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

D. All Coverages

1. The Contractor shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if coverage is provided under a "claims made" or "per occurrence" form. If any coverage is provided under a "claims made" form the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.

VI. SUBCONTRACTORS

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

CERTIFICATE HOLDER: Alachua County Board of County Commissioners

MAIL or FAX CERTIFICATES TO:

Ebix
212 Kent Street
P.O. Box 257
Portland, MI 48875
Ph. 517-647-1700
Fax 517-647-7900

PROFESSIONAL SERVICES AGREEMENT
BETWEEN ALACHUA COUNTY AND THE DEPARTMENT OF HEALTH ALACHUA COUNTY HEALTH DEPARTMENT FOR THE CHOICES HEALTH EDUCATION AND WELLNESS PROGRAM

This agreement is entered into this 27 day of SEPTEMBER, 2011 between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners for the benefit of the Community Health Offering Innovative Care and Educational Services (CHOICES) Program, hereinafter referred to as "County" and the Alachua County Health Department doing business at 224 SE 24 Street, Gainesville, Florida, hereinafter referred to as "Professional".

WITNESSETH

Whereas, the County desires to implement a Health Education and Wellness program (The "Program") for Alachua County Residents through the CHOICES (Community Health Offering Innovative Care and Educational Services) program; and.

Whereas, the Professional is qualified to provide these services; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto do mutually agree as follows:

1. Term - This agreement is effective on October 1, 2011 will continue through September 30, 2012 unless earlier terminated as provided herein. This agreement may be renewed by the County for one (1) additional one (1) year term under the same terms and specifications contained herein.

2. Representations - By executing this Contract, the Professional makes the following express representations to the County:

a. The Professional staff are professionally qualified to act as the professional for the provisions of services required by this Agreement for the Program.

b. The Professional shall maintain all necessary licenses, permits or other authorizations necessary to act as professional for the Project until the Professional's duties hereunder have been fully satisfied.

c. The Professional shall provide all services required by this Agreement in such a manner that they shall be adequate for the purposes intended and shall be in conformity and comply with all applicable law, codes and regulations.

d. The Professional acknowledges that the County's review of the deliverables in no way diminishes the Professional's representations pertaining to the deliverables.

3. Duties of the Professional - The Professional shall have and perform the duties, obligations, and responsibilities to the County as outlined in Attachment A.

4. Duties of the County - The County shall have and perform the following duties, obligations, and responsibilities to the Professional:

a. Refer citizens to the Program.

b. Cooperate in promoting the program to Alachua County Citizens.

c. Schedule required meetings with County Staff.

d. Provide Professional with periodic feedback on services and performance in order to assure the program meets or exceeds County expectations.

5. Use of Logos and Advertising - Any use of County Logos on printed or other material must be approved by and coordinated with the County Communications Office. The County and the CHOICES Program will be given credit on all handouts, printed materials, posters, advertising, promotional materials and similar items provided by the Professional in the delivery of services under this Agreement.

6. Method of Payment - For its assumption and performance of the duties, obligations and responsibilities set forth herein, the Professional shall be paid in accordance with this section.

a. The Professional shall be paid for those services required by this Contract the amount of $28,333.00 (Twenty-eight thousand three hundred thirty-three dollars) per month.

b. At the end of the first contract term and biannually thereafter, Professional and County will review program costs and deliverables.

c. All funds expended shall be in accordance with the CHOICES Purchasing Guidelines included as Attachment C to this contract and which may be revised by mutual consent and requirements of Florida Statute.

d. Funding provided by the County shall not be used for :

i. An individual capital outlay expense which exceeds $2000.00 (Two Thousand Dollars). For purposes of this Agreement a capital purchase is defined as a single item with a cost of more than $1000.00 with a useful life of greater than one (1) year.

ii. Any compensation to vendors who are providing the same services to Alachua County under a separate Agreement as are required herein.

iii. If the Professional's duties, obligations and responsibilities are materially changed through no fault of the Professional after execution of this Contract, additional compensation shall be paid as mutually agreed by amendment to this agreement.

e. As a condition precedent for any payment, the Professional shall submit monthly, unless otherwise agreed in writing by the County, an invoice to the County requesting payment for services. Each invoice shall bear the signature of the Professional, which signature shall constitute the Professional's representation to the County that the services described have been or will be provided. Submission of the Professional's invoice for final payment shall further constitute the Professional's representation to the County that, upon receipt by the County of the amount invoiced, all obligations of the Professional to others, including its consultants, incurred

in connection with the Project, will be paid in full. The Professional shall submit invoices to the County at the following address:

Robert S. Bailey, Director
CHOICES Health Services
Alachua County Department of Community Support Services
218 SE 24th Street
Gainesville, Florida 32641

f. In the event that the County becomes credibly informed that any representations of the Professional relating to payment are wholly or partially inaccurate, the County may withhold payment of sums then or in the future otherwise due to the Professional until the inaccuracy, and the cause thereof, is corrected to the County's reasonable satisfaction.

g. The County shall make payment to the Professional, of all sums properly invoiced under the provisions of this paragraph, in accordance with the provisions of Chapter 218, Part VII (Florida Prompt Payment Act), Florida Statutes. Payments shall be made to the following address:

Alachua County Health Department
224 SE 24th Street
Gainesville, FL 32641
Attn: Director of Health Promotion

7. Personnel - The Professional will assign only qualified personnel to perform any service concerning this agreement. At the time of execution of this agreement, the parties anticipate the following parties will perform those functions indicated:

Steven B. Pokorny, Ph. D. Director

So long as the individual named above remains actively employed or able to be retained by the Professional, they shall perform the functions indicated next to their names.

8. Notice - Except as otherwise provided in this agreement, any notice of termination or default from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with a signed proof of delivery. For purposes of notice, Professional's and County representative are:

County:

Robert S. Bailey, Director
CHOICES Health Services
Alachua County Department of Community Support Services
218 SE 24th Street
Gainesville, FL 32641

Professional:

Steven B. Pokorny, Ph.D. Director
CHOICES Health Education and Wellness
Alachua County Health Department
224 SE 24th Street
Gainesville, FL 32641

A copy of any notice, request or approval to the County must also be sent to:

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

Alachua County
Office of Management and Budget
105 SE 1st Avenue, Suite 6
Gainesville, FL 32601
ATTN: Contracts

9. Default and Termination - The failure of the Professional to comply with any provision of this Contract will place the Professional in default. Prior to terminating the Contract, the County will notify the Professional in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Professional thirty (30) days to demonstrate progress toward curing the default. The CHOICES Director is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time the Community Support Services Director is authorized to provide final termination notice on behalf of the County to the Professional.

The County may terminate the Contract without cause by providing sixty (60) days written notice to the Professional. The County Manager is authorized to provide written notice of termination on behalf of the County. Upon such notice, Professional will take action to discontinue all services within the specified time frame (unless the notice directs otherwise); and, deliver to the County all data, specifications, reports, estimate, summaries, and such other information and materials as may have been accumulated by the Professional in performing this Agreement, whether completed or in process. In the event of such termination for convenience, Professional's recovery against County shall be limited to that portion of the Contract amount earned through the date of termination, but Professional shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the work not performed.

If funds to finance this Contract become unavailable, the County may terminate the Contract with no less than twenty-four hours notice in writing to the Professional. The County

will be the final authority as to the availability of funds. The County will pay the Professional for all work completed prior to any notice of termination.

The Professional may terminate the Contract without cause by providing 90 (ninety) days written notice to the County. The Administrator of the County Health Department is authorized to provide written notice of termination on behalf of the Professional.

10. Project Records - All records relating in any manner whatsoever to the project, which are in the possession of Professional, shall be made available to the County as allowed by law for inspection and copying upon written request of the County, and shall be kept for a period of five (5) years or fifteen (15) years if related to a capital improvement project, after the completion of all work to be performed, or as required by Chapter 119, Florida Statutes (Public Records Act) and schedules published by the Florida Bureau of Archives and Records Management, or federal requirements, whichever shall be greater. Additionally, said records shall be made available, upon request by the County, to any state, federal, or other regulatory authorities and any such authority may review, inspect and copy such records, except as considered confidential under Chapter 119, Florida Statutes.

Any document submitted to the County may be a public record and be open for inspection or copying by any person or entity. In Florida "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. A document is subject to inspection and copying unless it falls under one of the public records exemptions created under Florida law.

Professional states now or may claim at some time during the term of this agreement or license, that some or all of PROFESSIONAL's information, including but not limited to software, documentation, manuals, written methodologies and processes, or pricing, discounts or other considerations (collectively the "Confidential Information" or "CI"), is considered, or has been treated as, confidential and proprietary by Professional in accordance with section 812.081, Florida Statutes, or other law, and is thus confidential and exempt from disclosure under the Public Records Act. Professional shall clearly identify and mark such information as confidential, proprietary and exempt from disclosure. County will make its best efforts to maintain the confidentiality of the CI once it has been properly identified as CI by the Professional.

The County shall provide PROFESSIONAL prompt written notice of any request received by it for disclosure of the CI so that Professional may assert any exemption from disclosure under applicable law that may be available to them or seek to obtain a protective order against disclosure.

11. Ownership of Deliverables - All project deliverables and documents are the sole property of the County and may be used by the County for any purpose.

12. Permits - The Professional will obtain and pay for all necessary permits, permit application fees, licenses or any fees required.

13. Laws & Regulations - The Professional will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this agreement. The Professional is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this agreement. If the Professional is not familiar with state and local laws, ordinances, code rules and regulations, the Professional remains liable for any violation and all subsequent damages or fines.

14. Liability and Insurance

a. Each party shall be solely responsible for the negligent or wrongful acts of its employees and agents. Nothing contained herein shall constitute a waiver by either party of its sovereign immunity, the limits of liability, or the provisions of §768.28, Florida Statutes.

b. During the term of this agreement the professional will comply with the requirements for Insurance as provide in Attachment B.

15. Assignment of Interest - Neither party will assign or transfer any interest in this agreement without prior written consent of the other party.

16. Successors and Assigns - The County and Professional each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this agreement

17. Independent Contractor - In the performance of this agreement, the Professional is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Professional is solely responsible for the means, method, technique, sequence, and procedure utilized by the Professional in the full performance of the agreement.

18. Collusion - By signing this agreement, the Professional declares that this agreement is made without any previous understanding, agreement, or connections with any persons, professionals or corporations and that this agreement is fair, and made in good faith without any outside control, collusion, or fraud.

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

20. Prohibition Against Contingent Fees - The Professional warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Professional to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide

employee working solely for the Professional any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.

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

22. Severability - If any provision of this agreement is declared void by a court of law, all other provisions will remain in full force and effect

23. Non Waiver - The failure of any party to exercise any right in this agreement shall not be considered a waiver of such right.

24. Governing Law and Venue - This agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

25. Attachments - All exhibits attached to this agreement are incorporated into and made part of this agreement by reference.

26. Amendments - The parties may amend this agreement only by mutual written agreement of the parties.

27. Captions and Section Headings - Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

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

29. Entire Agreement - This agreement constitutes the entire agreement and supercedes all prior written or oral agreements, understandings, or representations.

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

ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair
County Commissioners

ATTEST:

_____
J. K. Irby, Clerk

(SEAL)

APPROVED AS TO FORM

_____
Alachua County Attorney's Office

ALACHUA COUNTY HEALTH DEPARTMENT

By: _____

Print: Jean Munden

Title: Administrator

ATTACHMENT A

Scope of Service

The Alachua County Health Department (ACHD) is responsible for developing, implementing, and managing the CHOICES Health Education and Wellness Program (The Program). This includes the development of a comprehensive plan which will include multiple strategies for use in various settings. The goals of The Program are to increase community awareness of risk factors leading to poor health and chronic disease such as asthma, congestive heart failure, diabetes and hypertension increase participation in CHOICES through community outreach, improve health status of CHOICES Enrollees with diseases such as asthma, congestive heart failure, diabetes and hypertension, reduce unnecessary use of hospital in and out patient services, improve access to appropriate medical services, provide information on prevention, health promotion and disease prevention, education about healthy lifestyles, and motivation and opportunities to engage in healthy behaviors.

The ACHD will provide a comprehensive array of services based on the health needs of the County and identified gaps in existing resources. ACHD will offer at least 20 wellness activities each month. Services provided through the CHOICES Health Education and Wellness Program will include: 1) community classes targeted at wellness and prevention of chronic conditions such as asthma, congestive heart failure, diabetes and hypertension; 2) exercise classes; 3) classes offered to people with chronic conditions such as asthma, congestive heart failure, diabetes and hypertension; 4) a lending library of health videos; 5) worksite wellness programs; 6) an e-mail newsletter; and; 7) participation in community outreach events such as health fairs and community seminars.

Classes and educational programs will use successful and evidence based curricula and strategies. Activities will be offered in a variety of community settings such as CHOICES healthcare provider sites, churches, libraries, and community centers. Educational materials will be targeted to the ethnicity, age and health status of the consumers. Handouts and take home materials will be made available to participants.

ACHD will be responsible for identifying populations of individuals who may be at risk for chronic conditions such as asthma, congestive heart failure, diabetes and hypertension, sites for activities, community partners in the area who are offering education and wellness programs, and small businesses that have employees in particular need of wellness education. The ACHD staff will be responsible for working with CHOICES staff, the Disease Management Program currently managed by Blue Cross/Blue Shield, community partners and Program Advisory Council members to: determine priorities within their target area and arrange for appropriate educational and exercise opportunities.

Worksite wellness programs provide health education and wellness activities at a worksite to promote healthy lifestyles to employees. ACHD and County will identify at least four work places which will be offered a worksite wellness program that is developed in a cooperative relationship with employer and employees. The programs offered include education, exercise programs and policy development around issues such as vending machines and smoking. ACHD will offer the Program to employers who are unable to invest in wellness programs but who understand their value and are willing to allow employees to participate in wellness activities on work time.

ACHD will offer a variety of programs at times and places that serve the target population. In order to make the CHOICES Health Education and Wellness services more accessible ACHD will develop additional mechanisms for education that might include: 1) educational materials, 2) links on the CHOICES and ACHD Web sites, and; 3) materials (books, tapes and electronic materials) related to health topics on the mobile library service.

Services will be offered by ACHD employees and subcontracted providers. Hiring, supervision, contracting and managing subcontracts to achieve program goals are the sole responsibility of the ACHD. ACHD will establish performance standards and expectations for the program.

Allowable expenses

No more than 15% of funding for any contract period may be used for payment for Administrative cost.

Funding provided by the County shall not be used for:

- An individual capital outlay expense which exceeds $2000.00 (Two Thousand Dollars). For purposes of this Agreement a capital purchase is defined as a single item with a cost of more than $1000.00 with a useful life of greater than one (1) year.
- Any compensation to vendors who are providing the same services to Alachua County under a separate Agreement as are required herein.

Deliverables

Deliverables will be submitted for each funding month by the 15th day of the following month and will include the following:

1. Narrative description of progress toward program implementation and achievement of goals that occurred in the reporting month.

2. List of planned activities for the next month.

3. Description of the programs and activities completed in the reporting month including the topic, speaker/leader, the location, and number of attendees.

4. Demographics of the attendees will include age, race, gender, insurance status, and CHOICES enrollee status.

5. The first deliverable will include a comprehensive plan of service delivery and any subsequent updates will be submitted with the monthly deliverable.

6. Evaluation of programs will be conducted as appropriate for the activity. Examples:
Education programs will include a pretest and post test
Exercise programs will include a satisfaction survey
Worksite wellness programs will include information on employee satisfaction, employer satisfaction and self report of health and behavior change. Data will be collected at least every six months.

Goals and Reporting:

ACHD will include the following in quarterly report as it relates to CHOICES Health Education and Wellness Program Goals:

1. Increase community awareness of risk factors leading to decreased health.
Number of Attendees in classes related to risk factors will be able to state relationship to chronic conditions such as asthma, congestive heart failure, diabetes and hypertension as demonstrated by post test results and/or verbal responses.

2. Increase participation in CHOICES through community outreach.
Number of referrals made to CHOICES
Number of invitations to CHOICES staff for recruitment and enrollment opportunities

3. Improve the health status of CHOICES participants with specific chronic diseases such as asthma, diabetes, congestive heart failure and hypertension.
Post test scores of those attending classes targeting specific disease conditions will reflect increased understanding of self care

4. Number of participants referred to CHOICES.

Alachua County Health Department Shall:

1. Maintain adequate staff and subcontractors to conduct the program as described.

2. Submit deliverables and invoice by the 15th of the month following the reporting period.

3. Submit Quarterly Report by the 15th of each of the following months for the preceding quarter during the contract term:

    a. January (October-December)
    b. April (January-March)
    c. July (April-June)
    d. October (July-September)

4. Meet with County CHOICES staff monthly or as requested

5. Provide at least 100 encounters, one contact with one person, each month beginning within 90-days of execution of the agreement.

TYPE "G" INSURANCE REQUIREMENTS
"Self Insured Governmental Entities And/Or Fully Insured Entities"

Professional shall provide evidence that it has in place a program of self-insurance pursuant to Florida Statutes and rules and Department of Health policies and that the self-insurance program provides coverage for claims which emanate from Automobile Liability (both Bodily Injury and Property Damage), General Liability, and Workers' Compensation.

OR

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

GENERAL LIABILITY

General Liability Coverage is provided pursuant to Chapter 284, Part II, Section 768.28, Florida Statutes and any rules promulgated thereunder. The coverage limits for General Liability are $100,000 each person and an upper limit of $200,000 each occurrence.

AUTOMOBILE LIABILITY

Automobile Liability Coverage is provided pursuant to Chapter 284, Part II, Section 768. 28, Florida Statutes, the Florida Vehicle No-Fault Law, and any rules promulgated thereunder. The coverage limits for general liability are $100,000 for each person with an upper limit of $200,000 for each occurrence. The coverage limit for personal injury is $10,000 each person with an upper limit of $10,000 each occurrence.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage A-Compensation coverage is provided to comply with the applicable State Workers' Compensation, Occupational Disease Laws and any rule promulgated thereunder.

Coverage B-Employer's Liability to pay on behalf of the insured on behalf of the insured up to $100,000 per person with an upper limit of $200,000 each occurrence.

OTHER PROVISIONS

Indemnification Clause: Each party agrees that it shall be solely responsible for the negligent acts or omissions of its employees, contractors and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity and the limitation set forth in Section 768.28, Florida Statutes.

Attachment C
Purchasing Guidelines

The Alachua County Health Department (the Professional) will be able to purchase goods and services that promote interest in health and support the ability of Alachua County Residents to pursue improved health related behaviors. Specific behaviors that will be targeted include but are not limited to:

- Increasing physical activity level
- Improved nutrition including increased intake of fruits and vegetables and reduction of foods of low nutrient density including fats and sugar
- Adopting positive mental health and stress management practices
- Reduction in the use of inappropriate substances such as alcohol and tobacco
- Engaging in recommended health screenings and appropriate health care
- Engaging in appropriate preventive behaviors such as flu shots, hand washing
- Managing disease and chronic conditions such as asthma, congestive heart failure, diabetes and hypertension to reduce morbidity and improve health

Approved items that can be purchased to support the program goals include but are not limited to:

- Health related items that facilitate positive behavior change such as pedometers, cook books and exercise bands
- Food, when used to model good eating habits or to teach food preparation techniques
- Pill boxes and other items such as reminder cards and calendars for enhancing compliance with prescription medication
- Items for enhancing compliance with other provider recommendations for self care such as water bottles, sun screen, visors, portion control containers and placemats
- Incentives such as coupons for use of local gyms and farmers markets, walking radios, fanny packs, stress balls, and key chains.
- Items that are used to advertise the program and encourage enrollment in program activities such as pens, pencils, and tools for referring patients to specific program programs and activities.

With prior approval from County other promotional items and incentives may be purchased and disseminated to participants to enhance the desired behaviors described above. The request will be submitted by Professional and approved by County.

The Professional may also purchase goods and services needed to support education; community health promotion and worksite wellness activities Items include but are not limited to:

- educational items (such as pamphlets, posters, brochures, displays display boards, and educational models)
- services for providing exercise classes including but not limited to strength building activities like weight lifting, walking groups, jump rope and other aerobic activities including dance classes, other exercise programs such as yoga and calisthenics, sports, etc.
- equipment such as scales and equipment for measuring adiposity, weights, exercise balls, blood pressure cuffs etc.
- audio video equipment and materials that will be used to support program activities (e.g. powerpoint projectors, a camera and dance dance revolution)

17 F

SECOND AMENDMENT TO THE AGREEMENT FOR ADMINISTRATIVE SERVICES AGREEMENT BETWEEN ALACHUA COUNTY AND THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES FOR THE CHOICES MOBILE OUTREACH CLINIC PROGRAM

This Second Amendment to the Agreement, made and entered into this 27 day of SEPTEMBER 2011, by and between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners for the benefit of the Community Health Offering Innovative Care and Educational Services (CHOICES) Program, hereinafter referred to as "County" and The University of Florida Board of Trustees (hereinafter referred to as "University") for the benefit of the Dean's Office, College of Medicine, University of Florida., hereinafter referred to as "University".

WITNESSETH:

WHEREAS, the parties hereto have previously entered into an Agreement on January 1, 2010, and a First Amendment to Agreement on March 3, 2011 to further the goal of CHOICES by offering a variety of screening, health education and program enrollment assistance services to indigent and medically poor persons within Alachua County, in neighborhoods and communities within Alachua County where significant disparities in health care currently exist,

WHEREAS, the parties wish to amend the agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto do mutually agree to amend as follows:

A. Section 1, ***Term*** is amended in its entirety to read:
This agreement will become effective January 1, 2010 and shall continue in full force and effect up to and including December 31, 2012, unless terminated as provided herein.

B. This second amendment shall take effect January 1, 2012 at the terms and specifications contained in the Agreement as previously amended, except as modified by this second amendment .

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the original agreement between the parties as, dated the 1st day of January 2010 as amended, 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

THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES FOR THE BENEFIT OF THE COLLEGE OF MEDICINE OF THE UNIVERSITY OF FLORIDA

Witness or Attest

By: _____
Print: CARLA WILLINGHAM
Title: Administrative Assistant

By: _____ 8/29/11
Print: Michael L. Good M.D.
Title: Dean, College of Medicine

CHOICES Agreements for FY 2012



RECOMMENDATIONS OF CHOICES ADVISORY BOARD FOR EXTERNAL FUNDING AGREEMENTS

Process

- Funding requests submitted in Spring of 2011
- All requests considered at same time
- Due to uncertain future of program in Spring 2011 limited applicants to current funding groups
- Staff prepared detailed review of applications
- Advisory Board reviewed all applications and made recommendations at July Meeting.

Summary of Recommendations

Applicant	2011 Amount	2012 Amount
Flumist (DOH)	$80,000	$80,000
Mobile Clinic	107,000	107,000
Meridian	100,000	100,000
Helping Hands	36,000	50,000
Equal Access	20,000	20,000
Wellness (DOH)	500,000	340,000
Total	$843,000	$697,000

County Manager's Report September 27, 2011

1. **Operational and Staff Analysis of the Alachua County Jail by Deputy County Manager Richelle Sucara**

   Attached is an analysis of the jail study and efforts to reduce cost. The vendor and staff met and determined the $179,000.00 cost is closer to providing the objective information on jail operations and staffing as reflected in the Commission's motion.
   An alternative could reduce the cost to $157,000.00 however; this would be more dependent upon information from the Sheriff. If the Board has any intent to consider the actual takeover of jail operations staff would recommend the entire proposal of services being negotiated in a contract and brought to the Commission.

2. **Economic Impact Analysis of the Gainesville Technological Enterprise Center on Gainesville/Alachua County**

   Attached is the information on the GTEC facility requested by the Commission however plans for renovation have not been formulated nor did the City of Gainesville Commission consider budgeting a matching contribution of $50,000.00 in the their final budget meeting last week.

3. **Hosting two Indonesian Professionals**

   In the spirit of shared learning and building better communities, Alachua County will host two Indonesian professionals, September 29 through October 14, through an ICMA and US State Department program. Through introductions with other professional managers, civic leaders and not-for-profits in our community we hope to find creative ways to improve the resiliency of Alachua County. An innovative local economy must still be globally interconnected. Ideas are our greatest export and they can be sharpened by learning and sharing with from others. This exchange can lead better solutions to common problems while building good will between nations.

   The ICMA program seeks to..."promote local government partnerships, establish networks and international relationships, and lead to creativity in identifying locally appropriate solutions for creating more sustainable communities within the panorama of a changing climate. This program will also offer an opportunity to connect international local government leaders with city and county managers and other local government practitioners, nonprofit organizations and state and federal agencies in the United States."

   Fellow #1
   Mr. I Made Sudarma from Denpasar, Bali, Indonesia is the Head of BPKS in Denspar. Mr. Sudarma is responsible for coordinating the solid waste management in SARBAGITA-BALI. He has an interest solid waste management's impact on climate change.

   Fellow #2
   Mr. Muhammad Yunus from Palembang, South of Sumatera, Indonesia is the Head of Environment Recovery in Palmbang. He is responsible for urban planning, economics and social planning. He is interested in learning about our regional planning efforts.

Operational and Staff Analysis of the Alachua County Jail

Staff has negotiated the scope of services with the top ranked firm, Pulitzer Bogard & Associates and has received a marked up version of the proposal with a corresponding reduction in cost from $179,000 to $157,000. The revised work plan is not acceptable to staff as it does not adequately address key factors we believe are integral to the study and the Commission's motion.

Operational Analysis

Rather than review all policies, select key policies and the extent to which they are in place, will be reviewed and recommended changes identified. The jail interlocal will be relied on more heavily as a legitimate data source.
Internal management controls and procedures will not be reviewed to ensure they are sufficient to influence and ensure professional practices.
The process to examine grievances and complaints falls short of determining whether the processes being used are effective and are being complied with.
The extent external management controls are being used as a guide for professional practices will not be reviewed.

Inmate health care and food services will not be examined. The 1995 Cultural Assessment identified access to care concerns. It is desirable to include a narrow assessment of medical and mental health care because health care is such a significant portion of the overall jail budget, approximately $3M. Additionally, mental health inmates comprise at least 20% of the total jail population.

Staffing Pattern Analysis

Analysis relies on the Sheriff's existing shift relief factor rather than calculating an independent Shift Relief Factor (SRF)/Net Annual Work Hours (NAWH) which requires more data collection. The SRF and NAWH provides an objective relief measure for each position class requiring relief by examining actual payroll and absenteeism data, actual leave usage, employee policies governing leave and operational practices that affect the relief factor.

If operational changes are identified, new staffing patterns will not be developed to reflect operational efficiencies.

Survey

The Survey Instrument was eliminated. The scope includes recommending to the Commission a process to ensure regular public feedback from all user groups regarding jail operations. If the grievance/complaint process that is currently in place is not reviewed to ensure it adequately processes and acts upon grievances/complaints, the Commission has no assurance that an additional process would be routinely acted upon.

Staff Recommendation

Authorize staff to negotiate a contract with Pulitzer Bogard and Associates at the $179,000 level scope of services.

Alternative Recommendation

Do not authorize staff to negotiate a contract and provide direction.

September 6, 2011 Motion

Comm. Byerly moved to approve the final ranking and authorize staff to negotiate agreements with the top ranked firms until agreements are reached and direct the County Manager and Attorney to prepare a scope of services that include the following:

1. Perform operational and staffing analysis on the jail
2. Recommend a process for the BOCC to establish moving forward to ensure regular public feedback regarding jail operations from all user groups including staff, visitors, and inmates
3. Recommend additional performance measures in use in other districts which might be incorporated into the Interlocal agreement.
4. Clarify any likely management or operational differences between a model of operation of the jail by the County and the Sheriff.

The motion carried 5-0.

Original Motion

Commissioner Long moved the substitute motion to direct the County Manager and County Attorney to prepare a scope of services for the following two options for the operation of the jail: 1. an interlocal agreement renewal with the Office of the Sheriff and 2. the Jail operating under the Board of County Commissioners as a department.

The scope of services should include, but not be limited to:

1. An operational analysis, to include a staffing analysis,
2. The strengths and weaknesses of both options,
3. A methodology for evaluating the current operation of the Jail including all users (employees, inmates, and visitors),
4. A self-evaluation by the Sheriff,
5. Any other performance measures or objectives and best management practices for the operation of the Jail under both options,
6. The cost of both options.

The motion carried 5-0.

From: Richelle M. Sucara [mailto:rms@alachuacounty.us]
Sent: Thursday, June 16, 2011 3:17 PM
To: Bob Decker; A. Steve Donahey
Cc: Betty Baker; Randall Reid
Subject: Please provide copy of Commissioner Long's motion from today's meeting RE jail interlocal

Thanks

Richelle M. Sucara, CPA, CGFO
Deputy County Manager
Alachua County, Florida
rms@alachuacounty.us
352.374.5204

Alachua County
County Manager's Office

Randall Reid, County Manager

January 31, 2011

MEMORANDUM

To: Board of County Commissioners

From: Randall H. Reid RHR
County Manager

Subject: Status of Law Enforcement Issues /Jail Operations

This is an update and request for direction and authorization to pursue activities related to previous direction regarding law enforcement and jail discussions.

Law Enforcement Unification Study Special Act: On January 31, 2010, the Legislative Delegation met to take public comment on this issue at the Thomas Center. After great opposition from the area local governments and the citizens of the City of Gainesville, the proposed legislation to study the unification of the GPD and ASO was withdrawn by Senator Oelrich. No legislation will be forthcoming. Part of the discussion related to whether the local City and County Commissions should perform such a study and who would pay for it if not funded by the legislature. Also discussed was the feasibility of a staffing study of local law enforcement agencies including GPD and ACSO. This action requested by the F.O.P. Representative Jeff McAdams, who spoke against the unification. He requested a staffing study of both jurisdictions be required first.

Sheriff's Office Budget Appeal: The County Manager's and County Attorney's staff has been gathering information to prepare a response to the Sheriff's Office Budget Appeal. The first step is a review by the Cabinet executive staff prior to the final hearing before the Cabinet itself. A date has not yet been set for Alachua County. We have been in contact with Pasco County and they have had a date set for February with the Cabinet staff so our first meeting date may be imposed shortly. Pasco has hired a consultant to assist them in the law enforcement oriented critique of the Sheriff's appeal materials and this same firm has offered to perform a similar service for Alachua County. This would involve review

of the Sheriffs Appeal information and our development of a response as well as participation as outside expertise in any required testimony. The firm has offered these services for a sum not to exceed the amount of $25,000. Initial phase expenditures would be $9000 and travel expenses for team of three and the remainder of the $25,000 would be based upon needed additional services prior to a Cabinet presentation.

Recommendation: It the recommendation of County Manager and County Attorney that we acquire these services and keep the costs as low as possible based upon need but not to exceed $25,000.

Jail Operational Study / New Inter local Development: As you are aware, the current Inter-Local with the Sheriff for operation of the Jail expires in 2012. The Commission discussed in December at our meeting the need to obtain the services of a consulting firm to assist in a review of the Sheriff's jail operation, the takeover of the jail by the BOCC under the County Manager or privatization of the jail facility with an experienced private corrections firm. The following motion passed 4-1: **"Commissioner Long moved to direct the County Manager to proceed with the Board's previous direction to develop a scope of services which include all three options of contracting with the Sheriff, privatization, and the County Commission operating the jail for further review and keep the item on the list for further discussion."**

I believe we should recognize the fact most counties have the jail operations under their Sheriff. Most efforts to review the appropriate operator of a jail facility have the goal of increasing the efficiency of the operations or controlling costs and monitoring performance of a contract provider. In Alachua County, the Sheriff is in fact the contracted provider of services. To prepare the best scope of services in order to select a consultant through an RFP most firms I have spoken with would suggest a narrower approach would be useful and more cost efficient for the County. I have identified several firms who we believe are experienced and knowledgeable of law enforcement and corrections.

There are four strategies for dealing with Jail operations that would serve to narrow our efforts to select a consultant and limit the scope to reduce costs.

1) **New Inter-Local Agreement Development:** The development of a new more performance oriented Inter-local agreement with the Sheriff's Office utilizing the accreditation reporting already required of the Sheriff and some suggested efficiency and productivity measures provided by an outside consultant. Key to a new agreement would be eliminating the ability to shift funding from a Jail capital and operation fund to any other area of the Sheriff's budget. This would likely be done with cooperation of the Sheriff's staff and have minor expenditure by a consultant used for advice and objectivity with state of the art corrections standards and practices. As County Manager, I advocate that this is the cheapest, easiest and best course of action. Est. $5,000 to $15,000.
2) **Managed Competition:** Another possible approach is to hire a consultant for the process of managed competion. The Sheriff's Office and other private corrections firms will be offered an opportunity to respond to a Request for Qualifications and then prepare a competitive proposal

to operate the Jail facility. A private consultant to be selected by the County Manager to solely supervise the managed completion process and evaluate the responses and assist in developing new contractual requirements to assure compliance. Estimated cost: $25,000 to $50000.

3) **Privatization:** A third approach would be for the County to privatize the operation of the jail through a contract with a firm in the corrections business as a means of lowering our cost. There is some doubt in my mind if this is truly beneficial or a long term means of lowering costs and in addition as a member of a Public Safety Coordinating Council can foresee a private firm complicating efforts to reduce jail population. I have made contact with such firms and again there is interest in private firms both running the facility for the BOCC or the Sheriff to reduce costs of all or any part of the operation. There are few privatized county jails in Florida but many jails with privatized operations within them such as medical, food services or security. The Corrections Corporation of America, the largest privatized corrections facility operator, has offered to meet in a workshop with the Commission and/or the Sheriff to discuss how they provide contracted services to public agencies and would be happy to do so. There is limited number of qualified firms to do this and their focus may also be impacted by State of Florida activities related to reduction of Florida prisons. Estimated costs $25,000 to $75,000
4) **BoCC Take-Over and Transition Planning:** The final strategy would utilize the services of a consultant to set up and identify the issues necessary for the transition of the Jail operations back under the County Commission. This major undertaking has financial, personnel and organizational structural issues on County Government. It is likely the workforce within the Sheriff's Office would have concerns with being under the Board of County Commissioners and how it would impact their status, salaries and benefits. This process could however likely offer most employees an opportunity to have continued employment and utilize existing expertise within the same retirement system and local government. Estimated costs $15,000 to $25,000.

I have identified multiple consulting firms for each of these activities that are qualified and experienced to handle any option outlined above. Again, the December motion can be scoped into an RFP, but narrowing its scope to what is politically supported now and the elimination of issues unacceptable to the public would aid an efficient consultant selection. Private corrections firms do not wish to expend efforts to respond to requests for privatization if the County Commission is philosophically opposed to private jail operation. Time and resources could be better spent on transition planning or a managed competition process that gives public and private firms an opportunity to remain a service option.

Staffing Studies and Sheriff Office Efficiency Studies: Several of the firms I spoke with are capable of doing efficiency studies and staffing studies of the Sheriff Office. Should the Commission wish to take over the jail and run it under the authority of the Commission as a County management function the consultant selected for any of the above processes could

perform a pre and/or post efficiency analysis for the jail operation alone. If the Commission wishes to discuss a joint GPD and Sheriff's Office staffing analysis I could broach this subject to the City Manager Russ Blackburn.

Civilian Utilization Analysis: A review of the use of civilian positions in lieu of sworn personnel in the ASO could be done for less than $10,000 and we are awaiting a response to the Chairs letter to see if the Sheriff will provide this information and participate in the analysis. This is part of a staffing study recommended by FOP Representative McAdams.

I will need to discuss these options with the Commission as soon as possible. The schedule of responding to the Sheriff's Office Budget Appeal requires our immediate attention. At the County Commissions request we have scheduled a joint Sheriff's Budget workshop for March 29, 2011. This budget meeting was not limited to jail operations but a discussion of the Sheriff's entire budget.

An Economic Impact Analysis of the Gainesville Technology Enterprise Center (GTEC) on Gainesville/Alachua County



Prepared by:

URP 6042 Urban Economy Class
University of Florida
College of Design, Construction and Planning
Urban and Regional Planning Department

December 2003

SECTION

1. INTRODUCTION

Scope of Economic Impact Analysis

Study Methodology

2. CONTEXT

Business Incubation

GTEC – History and Services Provided

Companies Participating in GTEC

3. LOCAL ECONOMIC IMPACTS OF GTEC

Assessing Output Effects

Assessing Employment Effects

Total Economic Impact

REFERENCES

APPENDIX

ACKNOWLEDGEMENTS

This report has been prepared by the University of Florida's Fall 2003 Urban and Regional Planning class, URP 6042 Urban Economy, as a public service project. The intent is to provide an opportunity for the students to experience an actual application of an urban economic assessment method, economic impact analysis. This project has been completed under the supervision of Dr. Rhonda Phillips, CED, Associate Professor, Urban and Regional Planning Department.

1.0 INTRODUCTION

1.1 ECONOMIC IMPACT ANALYSIS

a. Scope of Economic Impact Analysis

The purpose of this economic impact analysis is to evaluate total economy-wide effects of the Gainesville Technology Enterprise Center (GTEC) companies and demonstrate its importance to the economy of Gainesville in particular and to Alachua County as a whole. GTEC, a small business incubator, is an economic development initiative of the City of Gainesville. The economic impact of GTEC on Alachua County is assessed by measuring the changes in employment and sales that occurred locally since its establishment.

The two-story 30,000 square foot GTEC facility located in the City of Gainesville's Enterprise Zone serves new and emerging technology businesses with the potential for high growth and high wage job creation. Through a comprehensive program consisting of incubation, education, networking and mentoring, the incubator management staff, together with a Board of Advisors, provides basic business assistance to tenants on an ongoing basis. GTEC offers services that add value and support start-up companies chances for growth and success.

b. Study Methodology

The information used in this study was obtained through a survey (see appendix) of companies participating at GTEC. This study required three levels of analysis. We considered:

Direct Impacts – Described as sales, jobs and income generated by GTEC companies producing for non-local markets.

Indirect Impacts – Encompasses the economic activity generated by businesses selling goods and services because of the existence of GTEC and its member companies

Induced Impacts – The volume of economic activity generated by spending by GTEC employees

To gather the necessary numerical and qualitative data required to conduct this economic analysis impact, for each company participating in the GTEC program, we looked at:

I. Company structure and services provided.

For each company we gathered information as to the type of business structure - sole proprietorship, limited liability corporation, partnership or other. Data about how long the company has been in operation and the operation phase were also gathered. The operation phases were classified into initial research and development; prototype phase; initial market entry; and market development. The types of products or services provided by the company and its classification under the SIC or NAICS code were also gathered.

II. Role of GTEC in companies' development.

Data collected also included how long the company has been participating in the GTEC program and their reasons for joining the program. To further elaborate on GTEC's role in the company's development, we gathered data on the benefits of GTEC to the company both economic and otherwise.

III. Employment.

We gathered data on the number of employees, both full time and part time and also on the number of employees in both categories living in Gainesville/Alachua County.

IV. Funding sources.

We considered how each company was capitalized. Sources of funds were categorized into:

- Personal or family funds,
- Small business loan, grant and
- Venture/angel capital.

V. Payroll and revenue.

For each company we gathered data on their payroll total as well as their revenue/sales level since joining GTEC. Of interest to us during this survey was the percentage increase in the revenue/sales since joining GTEC. Data gathered also included total budget since joining GTEC and very importantly, what percentage of purchases of supplies and services were obtained outside Gainesville/Alachua County.

VI. Plans after graduation from the GTEC program.

Since GTEC was established to revamp the local economy, part of our survey also focused on the location of the company after graduating from the GTEC program, specifically if it will stay in Gainesville/ Alachua County and their reasons for not staying, if applicable. Of interest to our study were data on the market for the company's product. Our classifications of the markets for the company's products were:

- Gainesville/Alachua County;
- Southeastern Region, U.S.;
- North America; and
- International.

2.0 CONTEXT

2.1 BUSINESS INCUBATION[1]

a. Business Incubation

Business incubation is a dynamic process of business enterprise development. Incubators nurture young firms, helping them to survive and grow during the start-up period when they are most vulnerable. Incubators provide hands-on management assistance, access to financing and orchestrated exposure to critical business or technical support services. Most also offer entrepreneurial firms shared office services, access to equipment, flexible leases and expandable space — all under one roof.

An incubation program's main goal is to produce successful graduates — businesses that are financially viable and freestanding when they leave the incubator, usually in two to three years. Thirty percent of incubator clients typically graduate each year. A proven model, it provides entrepreneurs with the expertise, networks and tools they need to make their ventures successful. Incubation programs diversify economies, commercialize technologies, create jobs and build wealth.

b. Benefits of Business Incubators to a Community

Although the primary goal of business incubators is to 'graduate' firms that are administratively and financially sound, they provide a number of benefits to their communities. According to the National Business Incubation Association, these benefits include:

- Having a positive impact on the community's economic health by maximizing the success of emerging companies.
- Nearly 84% of incubator graduates stay in their communities and continue to generate local jobs and revenue.
- The incubator itself is a dynamic model of a sustainable, efficient business operation.
- Each dollar of public subsidy given to incubator firms results in an average of $45 in local tax revenue
- Since 1980 it is estimated that incubators created approximately half a million jobs
- Every 50 jobs an incubator client creates results in 25 additional jobs in the community

2.2 GAINESVILLE TECHNOLOGY ENTERPRISE CENTER, (GTEC).

a. History

The 30,000 square foot GTEC facility, Figure 1, completed in February 2001, is a technology incubator building located in East Gainesville, Alachua County (Figures 3 – 5). GTEC was funded through the cooperation of the City of Gainesville, Alachua County, some private investment and the Economic Development Administration of the U.S. Department of Commerce. The incubator was hailed as a much needed catalyst for area business, especially the east side of Gainesville, and a technology research partner for the University of Florida.



Figure 1. The GTEC facility

The $1.8 million dollar incubator project was 80 percent funded through a grant from the U.S. Department of Commerce of $1.44 million dollars. Alachua County provided $600,000 from their economic development funding to help build the incubator and the remaining cost was paid by the City of Gainesville and some private investors. The City of Gainesville maintains a budget of $200,000 for GTEC and the Gainesville Chamber of Commerce/Council for Economic Outreach is the body that oversees GTEC's operations. GTEC was planned to be a solid starting point for development in the East Side and the evidence of its success is seen both inside and outside the building. Businesses like Food Lion prosper and new life has been injected into the surrounding area along Hawthorne Road. GTEC focuses on client companies that offer potential for growth, high wage creation and industry diversification. Targeted tenants include fledgling companies that have licensed technology from the University of Florida, along with independent high-tech entrepreneurs.

One of the key people to GTEC's early success was Morris Windhorst, who resigned his position as director to take his skills and ambition to Indiana. In less than three years, Windhorst guided the operations and success of the incubator and filled the business to 80 percent capacity. He created a solid foundation for the interim director, James H. White, on which to build and make GTEC a stronger force in the area economic sector.

b. Features

The 30,000 square foot GTEC facility has available the following features to the companies participating in its program:

- Office suites ranging from 200 – 1850 sq. ft. with expansion flexibility.
- Laboratory and/or product assembly areas ranging from 550 – 1150 sq. ft. equipped with water and sewer connections, built-in sinks, countertops and cabinets. Three-phase electric power, compressed air, and air exhaust is available at an additional charge.
- Management assistance through one-on-one mentoring and consulting.
- Educational seminars.
- Community-wide network of organizations and professional service providers, offering access to:
  - Management expertise
  - Business plan development
  - Market research and analysis
  - Intellectual property and corporate attorneys
  - Sources of capital
  - Training and education
  - Human resource services
  - Accounting and financial services
  - Marketing services
  - Specialized equipment
  - Technical expertise

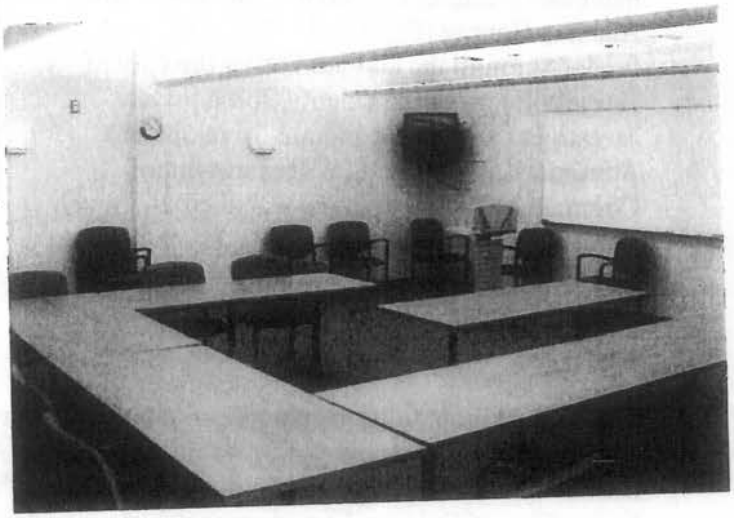


Figure 2. Conference room at GTEC

c. Services Included

Standard services included in the GTEC program and available to all its companies include:

- Business library and resource center with shared office equipment.
- Conference rooms with audio/visual and teleconferencing equipment (see figure 2).
- Basic electric, water and sewer.
- Abundant, free parking
- Lobby and visitor receiving area
- Secured entry and exit
- Employee lounge with outdoor patio
- Shipping and receiving area

d. Fee-based Services

Fee-based services available to companies participating in the GTEC program include:

- Secretarial, duplicating, and word processing support
- Special equipment and supplies
- GRUCom Telecommunication. Internet Connection. – T1 Internet Access and 10 Megabit Ethernet Connections

e. Enterprise Zone benefits

The City of Gainesville has a state-designated enterprise zone (see appendix) which encompasses a ten-square-mile area targeted for economic revitalization. The Enterprise Zone offers financial incentives to businesses to encourage private investment and increase employment opportunity for the area's residents. Since the Technology Center is located in the Enterprise Zone, a company will also benefit from enterprise zone tax saving programs. These tax saving programs include:

- Tax savings offered to businesses located in the Enterprise Zone if they are employing zone residents, rehabilitating real property, or purchasing new business equipment.
- Companies can receive credits on their state sales tax, corporate income tax, and property tax.
- In addition, local incentives include a 50% discount on building permits, development fees, and occupational licenses.



Figure 3. Alachua County, Florida

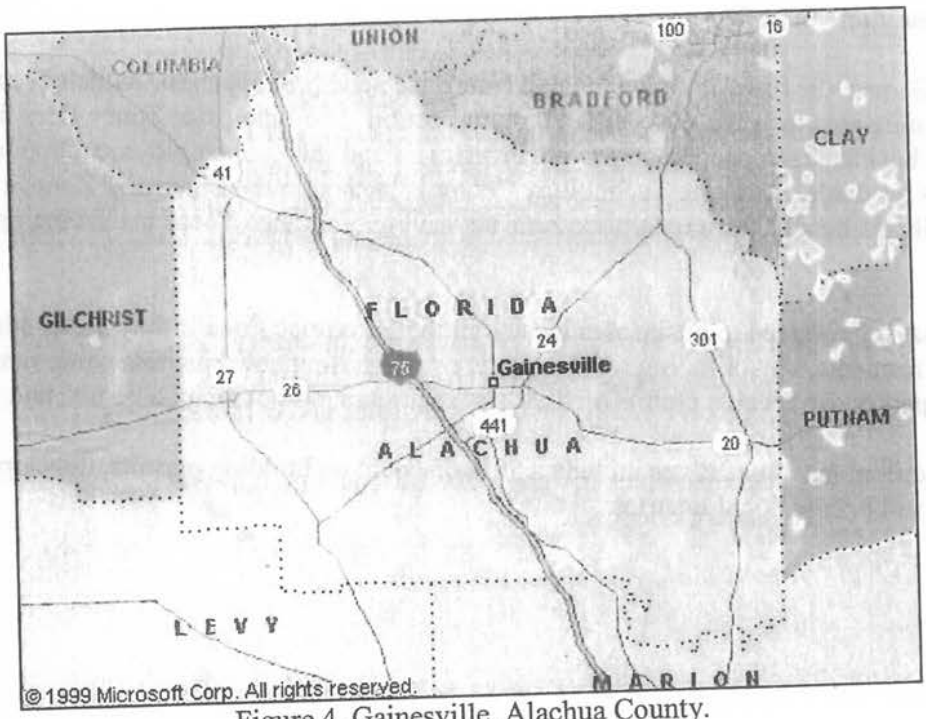


Figure 4. Gainesville, Alachua County.

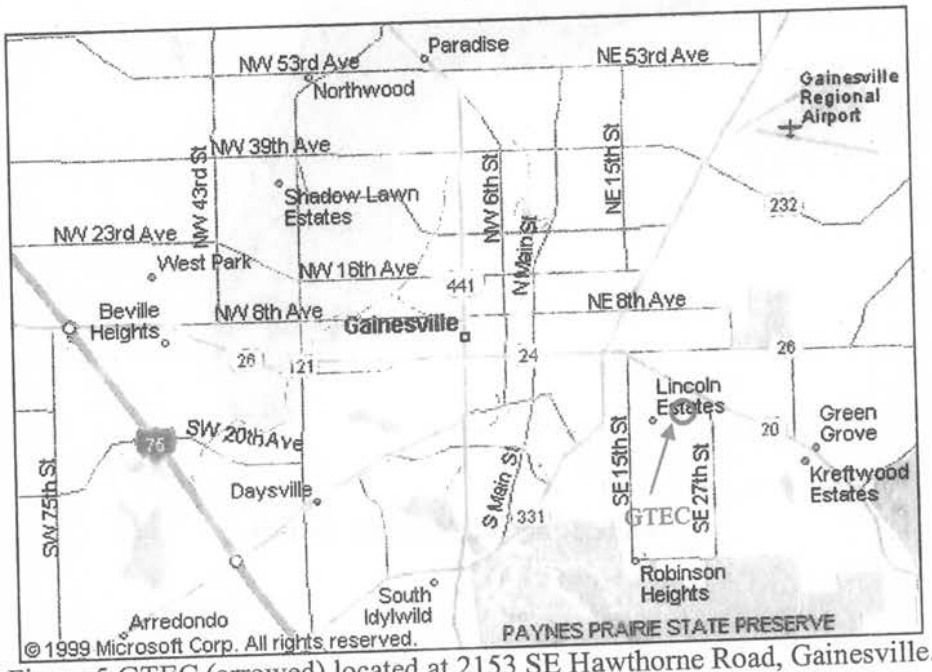


Figure 5 GTEC (arrowed) located at 2153 SE Hawthorne Road, Gainesville.

2.3 COMPANIES PARTICIPATING IN GTEC

The survey was administered in November, 2003 to all participating organizations at GTEC (14 total). Seven useable responses were received and serve as the basis for following information. Data for the remaining companies' investment, employment, and revenues were estimated using extrapolation from the survey data.

a. Reasons for joining GTEC

More than half of survey respondents joined GTEC in 2003. The average company has been operating for about three years. The majority of companies agreed that the most important features of the incubator were that it served as a center of entrepreneurial activity along with fostering an environment of synergies and mentorship. The primary reasons that companies chose to join GTEC included:

- Reputation regarding the incubator
- Affordability of rental space
- Resources available
- People/advisors
- Location and facility design
- Flexibility
- More efficient start-up
- Center of entrepreneurial activity
- Venture capital opportunities
- General growth opportunities resulting from the above reasons

b. Markets served by GTEC participants

Survey results indicate that the following markets are served by GTEC participants:

- 2 companies serve the Southeastern Region
- 1 company serves North America
- 1 company serves the international market
- 3 companies serve the United States

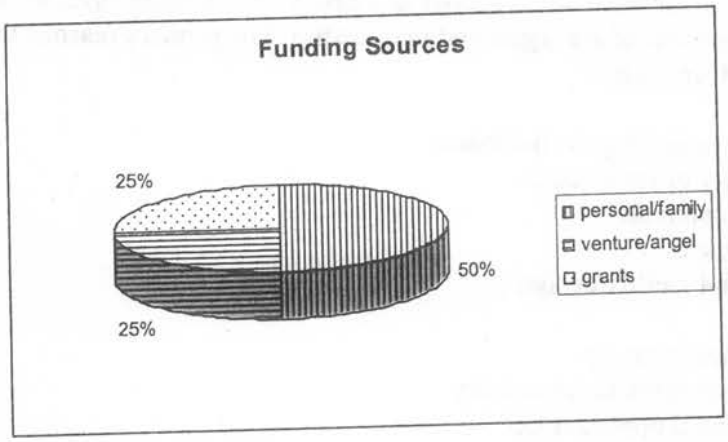
c. Operation phase

Details regarding the current state of company operations revealed that three companies were in the market development phase with the remaining respondents either in the initial market entry, prototype, or contract research phase.

d. **Funding Sources**

Approximately fifty percent of survey respondents are capitalized via personal or family funds. Twenty-five percent relied upon venture/angel capital while the remaining twenty-five percent depended upon grants.

Figure 6. Sources of funds



3.0 LOCAL ECONOMIC IMPACT OF GTEC

3.1 Assessing Output Effects

The output effect measured how revenues by GTEC companies affected the economy of Alachua County using the IMPLAN[2] software. This software can be used to construct detailed input-output models for the economy of a county, group of counties, or a state. The model describes the local or regional economy and estimates how a change in one industry will impact all other sectors of the economy[4]. In this study, the economic area evaluated for the impact of GTEC is Alachua County. Direct revenues generated by the sales and investments of companies participating in GTEC, has indirect or multiplier effects that reverberate throughout the local economy. The size of the multiplier depends on the level of local spending; firms that purchase more local inputs have higher multipliers[3].

The IMPLAN[2] software and databases were used to estimate the economic impact of direct revenue generated from sales and investments by GTEC companies on Alachua County, in terms of both indirect and induced impacts. Indirect impact measures the expenditures made by GTEC companies for the inputs needed to conduct business or to produce its output and the increased output and purchases of its suppliers. Induced effects include the impacts from the spending or the earnings in Alachua County by employees and owners. The total impact is the sum of the direct, indirect and induced effects, which represents a complete measure of GTEC's economic impact on Alachua County. Table 1 shows the amounts for each class of revenue generated by GTEC companies.

Table 1. Output by GTEC companies

Output Type	Amount
Direct	$12,278,613
Indirect	$3,410,211
Induced	$8,759,716
Total	**$24,448,539**

Output Multiplier

Total revenue = $24,448,539
Local revenue = $12,169,926 (Total – Direct revenue)

M = the propensity to consume locally (local revenue / total revenue)

M = $12,169,926/ $24,448,539

M = 0.498

Output multiplier = 1/(1-m) = 1/ (1- 0.498) = 1/0.502 = **1.99**

Based on the values in Table 1, an output multiplier was determined. The output multiplier relates the changes in revenues by sales from GTEC companies to total changes in output (gross sales) by all industries within Alachua County. An output multiplier of 1.99 determined from the survey of GTEC companies. This means that every $1.00 change in revenue/investment by GTEC companies results in a total change in local output of $1.99.

3.2 Assessing Employment Effects

Our survey of companies participating in the GTEC program indicated a total of 66 full-time equivalent employees. To estimate the impact of the direct employment by GTEC companies on indirect and induced employment in Alachua County, the IMPLAN model was used. The result of the various classification of employment is presented in Table 2.

Table 2. Employment by GTEC companies

Employment Type	Number
Direct	66
Indirect	16.1
Induced	43.6
Total	**125.7**

Employment Multiplier

Total Employment = 125.7
Local Employment = 59.7 (Total Employment – Direct Employment)

M = the propensity to produce locally (local Employment / total Employment)

M = 59.7/ 125.7

M = 0.475

Employment multiplier = 1/(1-m) = 1/ (1- 0.498) = 1/0.525 = **1.90**

Based on the number of employees directly employed by GTEC companies and their indirect creation of jobs in the local economy of Alachua County, an employment multiplier was determined. The employment multiplier indicates the total number of jobs created in Alachua County per each new job created by a GTEC company. Each new job created by a GTEC company, generates a total of 1.9 jobs in the economy of Alachua County.

3.3 Total Economic Impacts

In using the IMPLAN model, GTEC was considered to be industry category 509, Research, Development and Testing Services. The various impacts and their direct impacts as well as the reverberations in the economy of Alachua County measured by their indirect and induced impacts are shown in Table 3. A direct revenue of $12,278,613 generated by GTEC companies is almost doubled as it reverberates in the economy of Alachua County generating a total impact of $24,448,539. This is reflected in the output multiplier of 1.99 which indicates that for $1.00 revenue generated by GTEC companies an additional $0.99 is generated through its reverberation in the economy of Alachua County.

The employment impact of GTEC companies in Alachua County indicates that for every job created by GTEC, almost one additional job is created through indirect and induced effects. This is reflected in the calculated employment multiplier of 1.90 which is the sum of 1 job created directly by GTEC and 0.90 jobs created locally as a result of this.

Summary

Although GTEC is a young program, its economic development impact is evident in Gainesville and Alachua County. The following table illustrates the total impact of GTEC, both in terms of total output and employment.

Table 3. Economic Impact of GTEC Companies on Alachua County

Units	Impact Type	Direct	Indirect	Induced	Total
$	Output	12,278,613	3,410,211	8,759,716	**24,448,539**
jobs	Employment	66	16.1	43.6	**125.7**

(Economic impacts were calculated using IMPLAN economic modeling software and based on data obtained from survey conducted of companies participating in GTEC)

Table 4. Multipliers

Impact Type	Multiplier
Output	1.99
Employment	1.90

REFERENCES

1. http://www.nbia.org/resource_center/industry_stats/latest_facts.php

2. MIG Inc. Minnesota IMPLAN Data for Florida Counties licensed to the University of Florida, Urban and Regional Planning Department, 2003.

3. Mulkey, David and Hodges, Alan W. "*Using Implan to Assess Local Economic Impacts*" http://edis.ifas.ufl.edu/FE168 accessed December 2003

4. Tom Stevens, Alan Hodges and David Mulkey. *"Economic Impact of Tyson Foods' Plant Closure in Northeast Florida, 2002."* University of Florida, Institute of Food and Agricultural Sciences, Food and Resource Economics Department, January 3, 2003.

APPENDIX

A. Survey Questions for GTEC Participants

B. Gainesville, Florida - Community Redevelopment Areas

C. Gainesville, Florida – Enterprise Zones

SURVEY QUESTIONS FOR GTEC PARTICIPANTS

This survey is being conducted by URP 6042, Urban Economy, a graduate class at the University of Florida as a community service project. The answers will be aggregated to ensure confidentiality. A final report on the economic impact of the GTEC program on Gainesville/Alachua County will be provided to GTEC in December, 2003. Thank you for your participation, and we look forward to sharing the report with you and GTEC! **Please complete by Nov. 21.**

1. Participant
   - ☐ Private Company: _____
   - ☐ Service Organization: _____

   - Type of Business Structure: _____
   (sole proprietorship, limited liability corporation, partnership, other)

2. How long has your company/organization been operating? _____
   a. What phase of operation?
      - ☐ Initial research and development
      - ☐ Prototype phase
      - ☐ Initial market entry
      - ☐ Market development
      - ☐ Other: _____

3. What type of products/service do you provide? SIC/NAICS: _____

4. When did your company/organization become a participant of GTEC? _____

5. Why did you chose GTEC?

6.What are the benefits to your company/organization of GTEC, in economic or other terms?

7.Upon graduating from GTEC, will your company stay in Gainesville/Alachua County?

- ☐ Yes
- ☐ No
- ☐ Undecided

If not, why?

8.Is the market for your product or service predominately in:

- ☐ Gainesville/Alachua County
- ☐ Southeastern Region
- ☐ U.S.
- ☐ North American
- ☐ International

9.How has your company been capitalized?

- ▫ Own or family funds
- ▫ Small Business Loan
  - o SBA
  - o Other
- ▫ Grant
  - o Federal
  - o State
  - o Other
- ▫ Venture/Angel capital

10. Could you indicate the total investment (including start-up and any other) into your company since the time you joined GTEC to now?

_____

a. What percent of this investment originated *outside* of Gainesville/Alachua County? _____

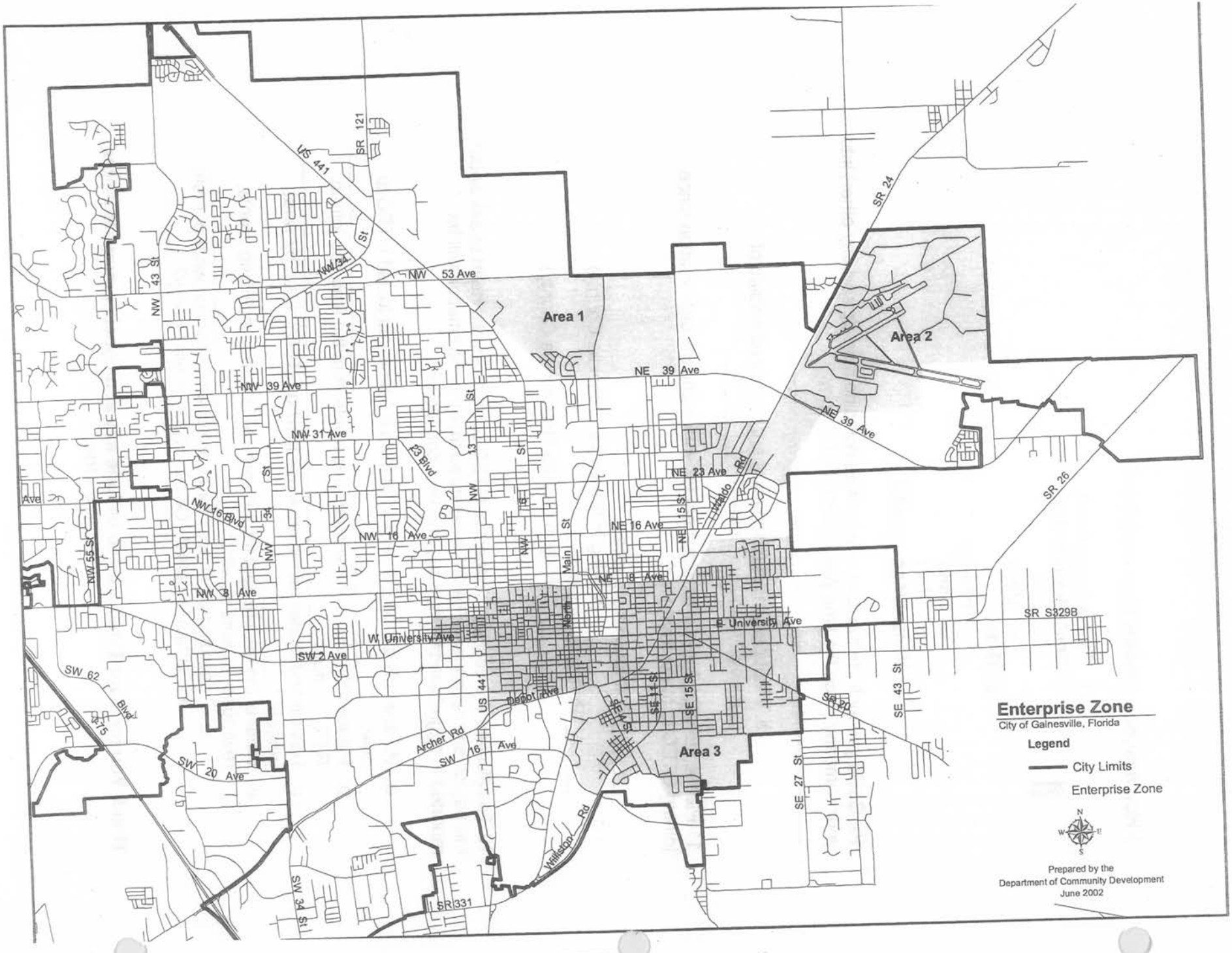
11.Please indicate the total employment for your company/organization since joining GTEC to the current time:

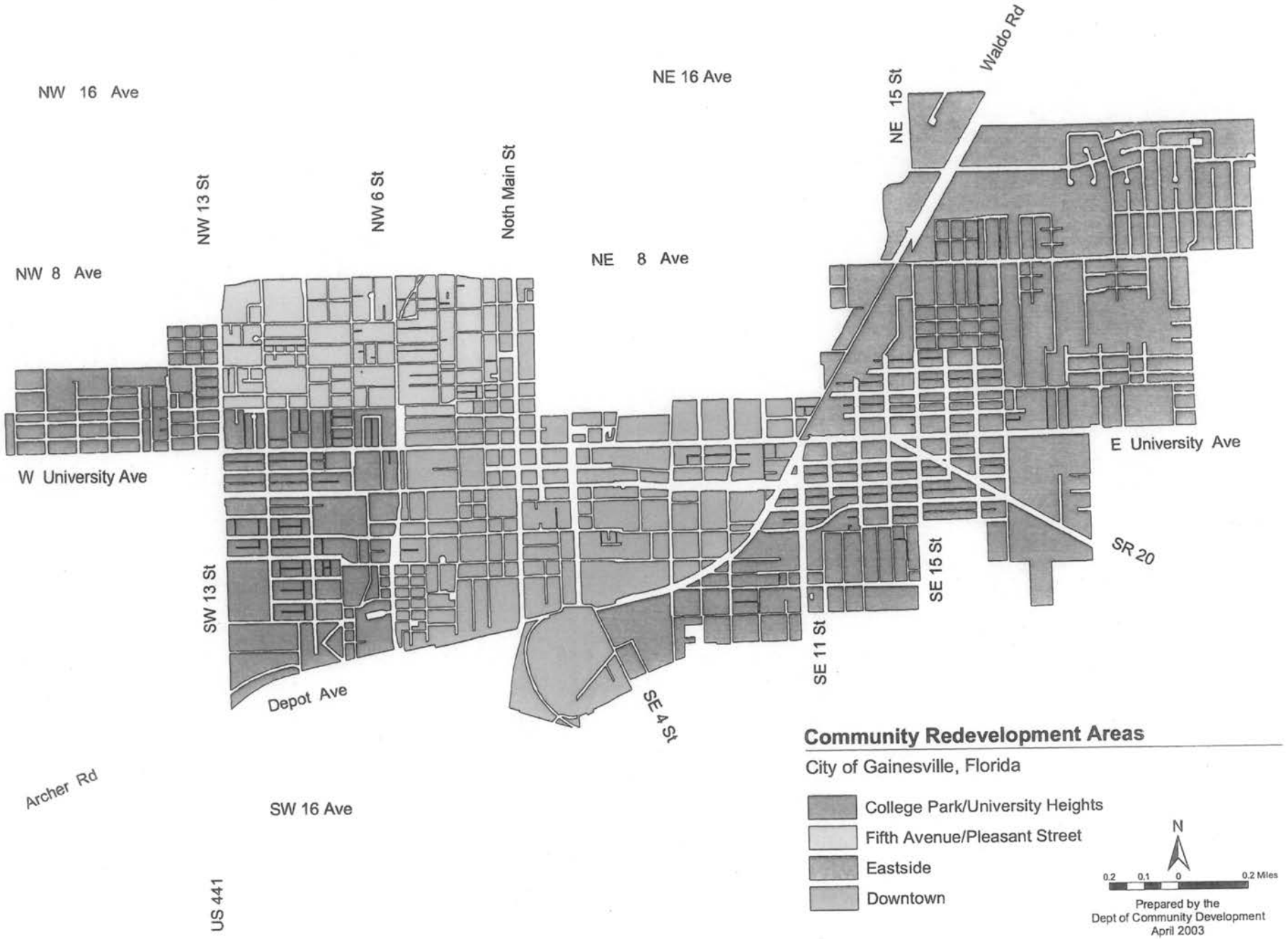
_____ Full-time employees
_____ (# living in Gainesville/Alachua County)
_____ Part-time employees
_____ (# living in Gainesville/Alachua County)

12.To calculate the economic impact of GTEC companies, we need to ask about the payroll and revenues. Please be assured that this information will be reported in aggregated terms only, and kept confidential.

a. Please indicate your *payroll* total from the time you joined GTEC to now: _____
b. Please indicate your *revenue/sales* levels from the time you joined GTEC to now: _____
c. Has revenue/sales increased since joining GTEC? If so, by what percent? _____
d. What is the total budget for the same time frame, including grants, revenues, expenses, etc.? _____
    a. Regarding purchases for supplies and services, what percent are obtained *outside* Gainesville/Alachua County? _____

Thank You for Your Time! Please include any additional comments on the reverse side.


Area 1
Area 2
Area 3
US 441
SR 121
SR 24
SR 26
SR S329B
SR 331
NW 53 Ave
NW 43 St
NW 39 Ave
NE 39 Ave
NW 31 Ave
NW 23 Blvd
NE 23 Ave
NW 16 Blvd
NW 16 Ave
NE 16 Ave
NW 8 Ave
NE 8 Ave
W University Ave
E University Ave
SW 2 Ave
SW 62 Blvd
SW 20 Ave
SW 16 Ave
Archer Rd
Depot Ave
Williston Rd
SE 43 St
SE 27 St
SE 15 St
SE 11 St
NE 15 St
Waldo Rd
Main St
Enterprise Zone
City of Gainesville, Florida
Legend
City Limits
Enterprise Zone
Prepared by the
Department of Community Development
June 2002


NW 16 Ave
NE 16 Ave
NE 15 St
Waldo Rd
NW 13 St
NW 6 St
Noth Main St
NW 8 Ave
NE 8 Ave
E University Ave
W University Ave
SW 13 St
SE 15 St
SR 20
SE 11 St
Depot Ave
SE 4 St
Archer Rd
SW 16 Ave
US 441
Community Redevelopment Areas
City of Gainesville, Florida
College Park/University Heights
Fifth Avenue/Pleasant Street
Eastside
Downtown
N
0.2 0.1 0 0.2 Miles
Prepared by the
Dept of Community Development
April 2003

GTEC

GTEC Program—

- **Mission/Purpose:** The Gainesville Technology Enterprise Center (GTEC) helps to grow technology-based companies in Gainesville and Alachua County to **create high-wage/high-skill jobs and strengthen the local economy**. GTEC strives to build strong partnerships within the community including the University of Florida (UF) and throughout the sunshine state.
- **Economic Impact:** In the past seven years, GTEC companies have had a direct and indirect economic impact of **more than $308 million on the local Gainesville/Alachua County economy**. GTEC startups and graduates have received more than $57.6 million in grant funding, revenues and investment capital.
- **Startups:** The GTEC program **currently has 7 technology-based companies participating.**
- **Graduates:** The GTEC program has **successfully graduated 8 technology-based companies.**
- **Program Funding:** For the past 7 years, the Gainesville Area Chamber of Commerce has managed the program, and the program is financially supported by two main sources. **More than 90 percent of the cost of the GTEC program is funded by tenant rents**, and **the remainder of the cost of the GTEC program is funded by the City of Gainesville.**
- **Recognition:**

  WiPower, Inc.—
  - Frost & Sullivan Best Practices Award

  Sinmat, Inc. (Graduate, 2008)—
  - Frost & Sullivan Best Practices Award
  - 2009 Governor's Business Diversification Award for Innovation
  - 2009 R&D 100 Award (Note: This is the fourth award in past six years, which is unheard of on the international stage for such a small company.)
  - President Obama featured Sinmat, Inc. CEO Deepika Singh, Ph.D. at the televised "Investing In Our Clean Energy Future" press briefing

  BioProdex, Inc. (Graduate, 2009)—
  - President & CEO Dr. Charudattan Received the Outstanding Research Award from the Weed Science Society of America

Local Tech Economy—

- **Current Number of Technology-Based Companies: More than 100 technology-based companies reside in the Alachua County**, and the **goal is to have 300-400** technology-based companies residing in the Alachua County.
- **Tech Cluster Sectors:** The sectors that make up the Gainesville/Alachua County Tech Cluster have a direct correlation to the research fields in which UF has had the most success and include such fields as:

- biotechnology and life sciences
- medical devices and medical technologies
- software and Internet based applications
- advanced materials
- energy
- electronics
- environmental
- chemistry

- **Business Startup Facilities and Parks:**

  Gainesville Technology Enterprise Center (GTEC) - Opened 2001—

  - www.GTECFlorida.com
  - 30,000 sq ft; 6 labs and 26 offices
  - 22 companies admitted; 6 partners
  - 140+ jobs created directly; 120+ jobs created indirectly

  UF Sid Martin Biotechnology Incubator - Opened 1995—

  - www.biotech.ufl.org
  - 40,000 sq ft; 19 labs and 13 offices
  - Small and large animal facilities
  - 40 companies admitted
  - $300 million in equity investment
  - $150 million in grant and contracts
  - 530+ job created

  Synogen - Opened 2003—

  - www.synogen.com
  - $60+ million in funded startups

  Santa Fe College Entrepreneur Incubator - Opened 2009—

  - http://dept.sfcollege.edu/cied/index.shtml
  - 7 companies admitted

- **Tech Transfer:**

  University of Florida Office of Technology Licensing

  - On average, OTL starts about 10 companies per fiscal year
  - In the last six years—
    - 107 Startups created
    - More than $229M in private funding
    - More than $122M in public funding
    - 437 Jobs (Tech Connect companies are only a portion of all UF startups)
    - Almost 40 companies in the Alachua BioCluster
    - Approximately 15 companies throughout the state
    - Approximately 12 companies throughout the nation

- **Recognition:**

  RTI Biologics, Inc.—

  - 2009 Governor's Business Diversification Award for Business Expansion

Exactech, Inc.—

- Governor's Business Diversification Award – Business Expansion 2008
- Forbes 200 Best Small Companies 2008
- Forbes 200 Best Small Companies 2009
- Fortune Top 100 Fastest Growing Small Public Companies 2009
- APICS Technology Partnership Award of Excellence 2009

Alachua County
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rhedrick@alachuacounty.us

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Sr. Administrative Support Manager
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Gainesville, FL 32609
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Fax: (352) 955-2542

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Fleet Manager
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Fax: (386) 418-0331

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Assistant Public Works Director
scp@alachuacounty.us
Tel: (352) 374-5213
Fax: (352) 337-6244

MEMORANDUM

DATE: September 15, 2011

TO: Randall Reid, County Manager

FROM: Richard Hedrick, Director of Public Works

SUBJECT: Proposed Gas Tax Cuts for RTS Increase

Attached please find the recommended reductions in the operating budget to offset the cost of the additional RTS increase in funding totaling $204,477.

We have scrutinized our budget in detail and feel that these are the least consequential reductions available. We did look at the possibility of using fund balance but at this time we are not comfortable with that option.

RH:dbm

Cc: Richard Drummond, Asst. County Manager
Suzanne Gable, OMB
Ken Fair, Financial Anaylst
David Cerlanek, County Engineer
File

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. Historically, the program has averaged the installation of traffic calming devices in three qualifying subdivisions per year.

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. Road & Bridge will cease applying full-lane overlays to short sections of damaged roads and will utilize hand pothole patching.

Citizen/Public Effect: The public will experience a rougher ride through the repaired areas. No expected increase in public complaints.

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: Limited to no effect due to lack of volunteer participation in recent years.

Fund Balance Reduction: **$30,000**

LOS/Program Effect: reduce funding in case of emergencies

Citizen/Public Effect: no impact.

Proposed Gas Tax Fund Cuts for RTS Increase

Roadway Construction Materials **$39,477**

LOS/Program Effect: reduce budget in bulk limerock and concrete materials from $191,000 to $151,523 (21%). The bulk limerock budget reduces to $140,000 and the bulk concrete budget reduces to $11,000. Road & Bridge personnel will use less limerock annually when grading unimproved roads, and will use less concrete annually when repairing sidewalks, stormwater systems, fencing, and signage.

Citizen/Public Effect: The public will potentially notice a slightly lower level of service when driving on unimproved roads, and may complain more of washboarding and poor road surface condition.

Total FY12 Proposed Reductions for RTS Increase for Eng & Ops (Gas Tax Fund) $204,477

Poe Springs Operational Proposals

Option #1: Standard Operation

Consists of two full time employees. One at the gate house collecting fees and taking reservations and one handling the daily maintenance and oversite of the park. In the summer season two additional tempforce laborers will be hired to assist with the maintenance of the park. The park will be open Thursday-Sunday from 9:00 am to 6:00 pm and closed Monday-Wednesday. Efforts will be made to have a law enforcement officer live on site for security. Other Parks Division staff will be used for maintenance as needed throughout the year.

Off Season: October-April

- Open Thursday-Sunday 9 AM-6 PM (10 hrs/day)
- Closed Monday-Wednesday
- 1 Sr Office Assistant (Gate Keeper)
- 1 Maintenance Supervisor-1

Summer Season: May-September

- Open Thursday-Sunday & Holidays 9 AM-6 PM (10 hrs/day)
- Closed Monday-Wednesday
- 1 Sr Office Assistant
- 1 Maintenance Supervisor-1
- 2-Seasonal temporary laborer help

Projected Revenue:	**$**	**52,600**	Based on Nauture Quest Average Revenue for 2009 & 2010
Projected Expenses:			
Personnel Costs:	$	75,191.83	
Operational Costs:	$	95,443.00	
Subtotal:	**$**	**170,634.83**	Annual recurring cost
Capital Outlay Costs:	$	8,925.00	One time expenditure
Total:	**$**	**179,559.83**	First year cost

Option #2: Minimal Operation

Consists of one full time employee handling the daily maintenance and oversite of the park. Entrance to the park will be free, no fees will be collect. The park will be open Thursday-Sunday from 9:00 am to 6:00 pm and closed Monday-Wednesday. Efforts will be made to have a law enforcement officer live on site for security. Other Parks Division staff will be used for maintenance as needed throughout the year.

Off Season: October-April

- Open Thursday-Sunday 9 AM-6 PM (10 hrs/day)
- Closed Monday-Wednesday
- 1 Parks Maintenance Worker
- Rental of Facilities through Public Works Office

Summer Season: May-September

- Open Thursday-Sunday & Holidays 9 AM-6 PM (10 hrs/day)
- Closed Monday-Wednesday
- 1 Parks Maintenance Worker
- Rental of Facilities through Public Works Office

Projected Revenue:	**$**	-	No entrance fees collected
Projected Expenses:			
Personnel Costs:	$	33,777.10	
Operational Costs:	$	64,419.00	
Subtotal:	**$**	**98,196.10**	Annual recurring cost
Capital Outlay Costs:	$	6,600.00	One time expenditure
Total:	**$**	**104,796.10**	First year cost

Option #1: Poe Springs Park Standard Budget

Account Number/Account Name	Total Budget	
PERSONAL SERVICES		
001-4100-572.10-17 MERIT	$ -	
001-4100-572.10-19 LONGEVITY	$ -	
001-4100-572.12-00 REGULAR SALARIES	$ 51,449.42	
001-4100-572.13-00 OTHER SALARIES	$ -	
001-4100-572.14-00 OVERTIME	$ 5,000.00	
001-4100-572.21-00 FICA	$ 5,198.96	
001-4100-572.22-00 RETIREMENT	$ 5,067.77	
001-4100-572.23-00 LIFE & HEALTH INSURANCE	$ 8,047.68	
001-4100-572.XX-XX WELLNESS	$ 428.00	
* **PERSONAL SERVICES**	**$ 75,191.83**	
OPERATING EXPENDITURES		
001-4100-572.31-00 PROFESSIONAL SERVICES		
001-4100-572.31-08 ENGINEERING	$ -	
001-4100-572.31-50 APPRAISALS	$ -	
001-4100-572.31-53 SURVEY	$ -	
001-4100-572.31-70 TEMPORARY SERVICES	$ 21,384.00	
001-4100-572.31-93 OTHER PROFESSIONAL SERVICES (Courier)	$ -	
SUBTOTAL PROFESSIONAL SERVICES	**$ 21,384.00**	
001-4100-572.34-00 CONTRACTUAL SERVICES		
001-4100-572.34-10 CONTRACTS (mowing & seasonal workers)	$ 18,000.00	
001-4100-572.34-11 JANITORIAL	$ -	
001-4100-572.34-12 PEST CONTROL	$ 200.00	
SUBTOTAL CONTRACTUAL SERVICES	**$ 18,200.00**	
001-4100-572.40-00 TRAVEL & PER DIEM		
001-4100-572.40-11 IN COUNTY	$ -	
001-4100-572.40-12 OUT OF COUNTY (FL Rec./Park Assn.)	$ -	
001-4100-572.40-13 OUT OF STATE (Nat'l Rec. & Park Assn.)	$ -	
001-4100-572.40-99 MISCELLANEOUS (Training)	$ -	
SUBTOTAL TRAVEL & PER DIEM	**$ -**	
001-4100-572.41-00 COMMUNICATION & FREIGHT		
001-4100-572.41-30 LOCAL, LONG DIST & OTHER	$ 3,000.00	
001-4100-572.41-50 MOBILE TELEPHONE	$ 800.00	
001-4100-572.41-XX RADIOS		
001-4100-572.41-62 POSTAGE	$ 300.00	
SUBTOTAL COMMUNICATION & FREIGHT	**$ 4,100.00**	
001-4100-572.43-00 UTILITIES		
001-4100-572.43-10 ELECTRIC, WATER	$ 7,000.00	
001-4100-572.43-20 HEATING FUELS	$ -	
001-4100-572.43-50 REFUSE DISPOSAL	$ 4,800.00	$100/month dumpster; $300/month Chemical toilet pump out
001-4100-572.43-99 OTHER	$ -	
SUBTOTAL UTILITIES	**$ 11,800.00**	
001-4100-572.44-00 RENTALS & LEASES		
001-4100-572.44-10 REAL PROPERTY (Pagers)	$ 1,300.00	Cell Phone
001-4100-572.44-20 TANGIBLE PERSONAL PROPERTY	$ -	
001-4100-572.44-21 LEASED VEHICLE	$ -	
001-4100-572.44-22 LEASED EQUIPMENT	$ 1,000.00	Carpet cleaner, other rental equipment
001-4100-572.44-23 COPIER EQUIPMENT RENTAL	$ 1,300.00	$108/month & $0.00085/copy
001-4100-572.44-25 COMPUTER EQUIPMENT RENTAL	$ 190.00	Computer replacement (1 computer)
SUBTOTAL RENTALS AND LEASES	**$ 3,790.00**	
001-4100-572.45-00 INSURANCE (Self-Insurance)	$ 12,000.00	Estimated
SUBTOTAL INSURANCE	**$ 12,000.00**	
001-4100-572.46-00 REPAIR & MAINTENANCE SVCS		
001-4100-572.46-10 MOTOR VEHICLE	$ 650.00	
001-4100-572.46-11 ACPW-SHOP	$ 1,000.00	
001-4100-572.46-12 COMMERCIAL	$ -	
001-4100-572.46-20 BUILDINGS	$ 5,000.00	
001-4100-572.46-30 EQUIPMENT	$ 2,000.00	
001-4100-572.46-40 PARKS & MEDIANS MAINT & REPAIRS	$ 3,500.00	
001-4100-572.46-60 LANDSCAPE REPLACEMENT & MAINT	$ 600.00	
001-4100-572.46-99 OTHER REP & MAINT	$ 500.00	Tree removal P.O.
SUBTOTAL REPAIR AND MAINTENANCE	**$ 13,250.00**	
001-4100-572.47-00 PRINTING & BINDING		
001-4100-572.47-10 PRINTING (Brochures)	$ 1,000.00	Park Brochures
SUBTOTAL PRINTING & BINDING	**$ 1,000.00**	
001-4100-572.49-00 OTHER CURR CHGS & OBLIG		
001-4100-572.49-04 LEGAL ADVERTISING	$ -	
001-4100-572.49-20 REGISTRATION FEES	$ -	
001-4100-572.49-99 OTHER CURRENT CHGS & OBLIG (Film Dev,Well Permits, Misc)	$ 1,200.00	Health Dept Swimming area permit, Well permit
SUBTOTAL OTHER CURR CHGS & OBLIG	**$ 1,200.00**	
001-4100-572.51-00 OFFICE MATLS & SUPPLIES		
001-4100-572.51-10 OFFICE SUPPLIES	$ 500.00	
001-4100-572.51-20 EQUIPMENT < $100/UNIT	$ 500.00	Printer Copier Fax machine
001-4100-572.51-21 EQUIPMENT < $500/UNIT	$ -	
SUBTOTAL OFFICE MATLS & SUPPLIES	**$ 1,000.00**	
001-4100-572.52-01 EQUIPMENT < $500/UNIT	$ 1,819.00	backpack blower ($474), trimmer ($293), pole saw ($514), chain saw ($538)
001-4100-572.52-23 FUEL	$ -	
001-4100-572.52-30 SOFTWARE < $500	$ -	
001-4100-572.52-24 FLUIDS & GREASES	$ -	
001-4100-572.52-70 UNIFORMS	$300.00	
001-4100-572.52-90 PERSONAL ITEMS (Safety Shoes)	$600.00	
001-4100-572.52-99 OTHER OPER SUPPLIES (Warehouse)	$ 5,000.00	
SUBTOTAL OPERATING SUPPLIES	**$ 7,719.00**	
001-4100-572.54-00 BOOKS, SUBS & MEMBERSHIPS	$ -	
001-4100-572.54-10 BOOKS	$ -	
001-4100-572.54-40 MEMBERSHIPS	$ -	
001-4100-572.54-99 OTHER	$ -	
SUBTOTAL BOOKS, SUBS & MEMBERSHIPS	**$ -**	
* OPERATING EXPENDITURES	**$ 95,443.00**	
CAPITAL OUTLAY		
001-4100-572.62-10 Buildings	$ -	
001-4100-572.63-98 Other Than Buildings	$ -	
001-4100-572.64-00 MACHINERY & EQUIPMENT > $750	$ 8,925.00	1 computers ($950), Large parking lot blower ($1,375), Utility vehicle (mule: $5,700), utility trailer ($900)
* CAPITAL OUTLAY	**$ 8,925.00**	
** TOTAL EXPENDITURE	**$ 179,559.83**	

Option #2: Poe Springs Park Minimal Budget

Account Number/Account Name	Total Budget	
PERSONAL SERVICES		
001-4100-572.10-17 MERIT	$ -	
001-4100-572.10-19 LONGEVITY	$ -	
001-4100-572.12-00 REGULAR SALARIES	$ 22,541.17	
001-4100-572.13-00 OTHER SALARIES	$ -	
001-4100-572.14-00 OVERTIME	$ 2,500.00	
001-4100-572.21-00 FICA	$ 2,277.79	
001-4100-572.22-00 RETIREMENT	$ 2,220.31	
001-4100-572.23-00 LIFE & HEALTH INSURANCE	$ 4,023.84	
001-4100-572.XX-XX WELLNESS	$ 214.00	
* **PERSONAL SERVICES**	**$ 33,777.10**	
OPERATING EXPENDITURES		
001-4100-572.31-00 PROFESSIONAL SERVICES		
001-4100-572.31-08 ENGINEERING	$ -	
001-4100-572.31-50 APPRAISALS	$ -	
001-4100-572.31-53 SURVEY	$ -	
001-4100-572.31-70 TEMPORARY SERVICES	$ -	
001-4100-572.31-93 OTHER PROFESSIONAL SERVICES (Courier)	$ -	
SUBTOTAL PROFESSIONAL SERVICES	**$ -**	
001-4100-572.34-00 CONTRACTUAL SERVICES		
001-4100-572.34-10 CONTRACTS (mowing & seasonal workers)	$ 18,000.00	
001-4100-572.34-11 JANITORIAL	$ -	
001-4100-572.34-12 PEST CONTROL	$ 200.00	
SUBTOTAL CONTRACTUAL SERVICES	**$ 18,200.00**	
001-4100-572.40-00 TRAVEL & PER DIEM		
001-4100-572.40-11 IN COUNTY	$ -	
001-4100-572.40-12 OUT OF COUNTY (FL Rec./Park Assn.)	$ -	
001-4100-572.40-13 OUT OF STATE (Nat'l Rec. & Park Assn.)	$ -	
001-4100-572.40-99 MISCELLANEOUS (Training)	$ -	
SUBTOTAL TRAVEL & PER DIEM	**$ -**	
001-4100-572.41-00 COMMUNICATION & FREIGHT		
001-4100-572.41-30 LOCAL, LONG DIST & OTHER	$ 1,000.00	
001-4100-572.41-50 MOBILE TELEPHONE	$ 400.00	
001-4100-572.41-XX RADIOS		
001-4100-572.41-62 POSTAGE	$ -	
SUBTOTAL COMMUNICATION & FREIGHT	**$ 1,400.00**	
001-4100-572.43-00 UTILITIES		
001-4100-572.43-10 ELECTRIC, WATER	$ 3,600.00	
001-4100-572.43-20 HEATING FUELS	$ -	
001-4100-572.43-50 REFUSE DISPOSAL	$ 4,800.00	$100/month dumpster; $300/month Chemical toilet pump out
001-4100-572.43-99 OTHER	$ -	
SUBTOTAL UTILITIES	**$ 8,400.00**	
001-4100-572.44-00 RENTALS & LEASES		
001-4100-572.44-10 REAL PROPERTY (Pagers)	$ 650.00	Cell Phone
001-4100-572.44-20 TANGIBLE PERSONAL PROPERTY	$ -	
001-4100-572.44-21 LEASED VEHICLE	$ -	
001-4100-572.44-22 LEASED EQUIPMENT	$ 1,000.00	Carpet cleaner, other rental equipment
001-4100-572.44-23 COPIER EQUIPMENT RENTAL	$ -	
001-4100-572.44-25 COMPUTER EQUIPMENT RENTAL	$ -	
SUBTOTAL RENTALS AND LEASES	**$ 1,650.00**	
001-4100-572.45-00 INSURANCE (Self-Insurance)	$ 12,000.00	Estimated
SUBTOTAL INSURANCE	**$ 12,000.00**	
001-4100-572.46-00 REPAIR & MAINTENANCE SVCS		
001-4100-572.46-10 MOTOR VEHICLE	$ 650.00	
001-4100-572.46-11 ACPW-SHOP	$ 1,000.00	
001-4100-572.46-12 COMMERCIAL	$ -	
001-4100-572.46-20 BUILDINGS	$ 5,000.00	
001-4100-572.46-30 EQUIPMENT	$ 2,000.00	
001-4100-572.46-40 PARKS & MEDIANS MAINT & REPAIRS	$ 3,500.00	
001-4100-572.46-60 LANDSCAPE REPLACEMENT & MAINT	$ 600.00	
001-4100-572.46-99 OTHER REP & MAINT	$ 500.00	Tree removal P.O.
SUBTOTAL REPAIR AND MAINTENANCE	**$ 13,250.00**	
001-4100-572.47-00 PRINTING & BINDING		
001-4100-572.47-10 PRINTING (Brochures)	$ 1,000.00	Park Brochures
SUBTOTAL PRINTING & BINDING	**$ 1,000.00**	
001-4100-572.49-00 OTHER CURR CHGS & OBLIG		
001-4100-572.49-04 LEGAL ADVERTISING	$ -	
001-4100-572.49-20 REGISTRATION FEES	$ -	
001-4100-572.49-99 OTHER CURRENT CHGS & OBLIG (Film Dev,Well Permits, Misc)	$ 1,200.00	Health Dept Swimming area permit, Well permit
SUBTOTAL OTHER CURR CHGS & OBLIG	**$ 1,200.00**	
001-4100-572.51-00 OFFICE MATLS & SUPPLIES		
001-4100-572.51-10 OFFICE SUPPLIES	$ -	
001-4100-572.51-20 EQUIPMENT < $100/UNIT	$ -	
001-4100-572.51-21 EQUIPMENT < $500/UNIT	$ -	
SUBTOTAL OFFICE MATLS & SUPPLIES	**$ -**	
001-4100-572.52-01 EQUIPMENT < $500/UNIT	$ 1,819.00	backpack blower ($474), trimmer ($293), pole saw ($514), chain saw ($538)
001-4100-572.52-23 FUEL	$ -	
001-4100-572.52-30 SOFTWARE < $500	$ -	
001-4100-572.52-24 FLUIDS & GREASES	$ -	
001-4100-572.52-70 UNIFORMS	$300.00	
001-4100-572.52-90 PERSONAL ITEMS (Safety Shoes)	$200.00	
001-4100-572.52-99 OTHER OPER SUPPLIES (Warehouse)	$ 5,000.00	
SUBTOTAL OPERATING SUPPLIES	**$ 7,319.00**	
001-4100-572.54-00 BOOKS, SUBS & MEMBERSHIPS	$ -	
001-4100-572.54-10 BOOKS	$ -	
001-4100-572.54-40 MEMBERSHIPS	$ -	
001-4100-572.54-99 OTHER	$ -	
SUBTOTAL BOOKS, SUBS & MEMBERSHIPS	$ -	
* OPERATING EXPENDITURES	**$ 64,419.00**	
CAPITAL OUTLAY		
001-4100-572.62-10 Buildings	$ -	
001-4100-572.63-98 Other Than Buildings	$ -	
001-4100-572.64-00 MACHINERY & EQUIPMENT > $750	$ 6,600.00	Utility vehicle (mule: $5,700), utility trailer ($900)
* CAPITAL OUTLAY	**$ 6,600.00**	
** TOTAL EXPENDITURE	**$ 104,796.10**	



County Manager's Report
FY12 and FY13 Budget Development

Alachua County
Office of Management and Budget
September 27, 2011

Alachua County, Florida

FY12 Budget Development

Current Budget Issues

ADJUSTED TENTATIVE BUDGET FY12 MILLAGE RATES

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

Alachua County, Florida

Note: Reflects changes in property tax revenue only

Simple majority = new construction value + change in PCPI

Rollback (up) = millage need for same amount of revenue as prior year

Super Majority = 10% over simple majority

FY12 & FY13 Budget Development

- FY12 Budget Decision Package – Tier 1
  - General Fund has unallocated balance of $505,323
  - Balance has been proposed for:
    - Allocation to programs/services
    - Remain in reserves (over 5% policy level)
    - Reduce property tax revenues

FY12 ADJUSTED TENTATIVE BUDGET MILLAGE RATES

Property Tax Revenue Only	General Fund	% Change From Simple (TRIM)	% Change From Rollback
Property Value Growth	**-3.19%**		
Current Millage	**8.3763**		
Projected Revenue	92,847,146		
FY11 Adopted Budget	95,657,802		
Difference	(2,810,656)		
Reserve Level Policy	**8.5843**	**-2.12%**	**-1.58%**
Projected Revenue	95,152,723		
FY11 Adopted Budget	95,657,802		
Difference	(505,079)		
Revenue Stabilization	**8.6299**	**-1.60%**	**-1.06%**
Projected Revenue	95,658,176		
FY11 Adopted Budget	95,657,802		
Difference	374		
Rollback (up)	**8.7224**		
Projected Revenue	96,683,493		
FY11 Adopted Budget	95,657,802		
Difference	1,025,691		
Simple Majority Cap	**8.7704**		
Projected Revenue	97,215,549		
FY11 Adopted Budget	95,657,802		
Difference	1,557,747		

FY12 Budget Development
Outstanding Budget Issues

1. Funding of Poe Springs Operations
2. Increased funding for RTS (Gainesville)
3. Funding for GTEC Renovations

FY12 Budget Development
Outstanding Budget Issues

- Poe Springs Operations Funding
  - 25% General Fund; 75% MSTU
  - Option #1
    - On-going annual expenses $170,635
    - One-time capital expenses $8,925
    - Estimated revenue $52,600
  - Option #2
    - On-going annual expenses $98,196
    - One-time capital expenditures $6,600
    - Estimated revenue None

FY12 Budget Development
Outstanding Budget Issues

RTS Funding From Gas Tax Reductions

Paving Overlays	(82,000)
Adopt-A-Road Program	(3,000)
Gas Tax Fund Balance	(30,000)
Roadway Construction Materials	(39,477)
Total Proposed Reductions to fund RTS	(204,477)

FY12 & FY13 Budget Development

- GTEC remodeling/renovation
  - Funding request of $50,000
  - Additional information requested

FY12 and FY13 Budget Development

September 27, 2011

Alachua County Board of County Commissioners
FY12 Tentative Budget
Budget Decision Package - Tier 1 General Fund Ongoing Only

Tier 1 - General Fund Ongoing

Budget Issue	Title and Description	FTE	Adjustment
1	Property Tax Revenue - ~~Increase millage rate to Simple Majority~~ Adjusted for Revenue Stabilization Millage approved by the Board		1,557,747
2	~~Core Service Improvement Account~~ BoCC Revenue and Millage Rate Reduction		(1,557,747)
3	Reduction in costs related to FRS contribution rate changes (ongoing portion only)		630,000
4	Employer Compensation Liability Account for employee benefit costs		(630,000)
5	Juvenile Detention Center (State formula reduction)		920,303
6	Inmate Medical Costs		(250,000)
7	Court Services - Mental Health Grant Match CJMSHAG		(166,500)
8	Austin Cary Tower		(29,046)
9	Child Protective Team Medical Expenses		(84,000)
10	Increased Costs for Indigent Burials		(25,000)
11	Fire/Rescue Operational Analysis and Master Plan Update (split funded)		(50,000)
12	Fire Rescue Radio Replacement (split funded)		(96,000)
13	Grace Marketplace One Stop Homeless Center (partial year funding) (Funded at $154,000 in FY13)		(50,000)
14	One Solution Financial System Equipment Replacement (annual contribution)		(18,000)
15	Utility Cost Increase (loss of GRU Business Partner and Rate Increase)		(186,495)
16	Reduction of EPD Office Lease		34,738
17	Eliminate 1.00 FTE (V) - Veterinarian reallocate cost to contractual services	(1.00)	0
18	Eliminate 1.00 FTE (V) Assistant Housing Program Manager (split funded)	(1.00)	0
19	Elimination of CSS Share of building security guards		20,300
20	Eliminate 1.00 FTE (V) - Sr. Programming Analyst in ITS	(1.00)	90,000
21	Equal Opportunity Closed Captioning Reduction in Contract Costs		10,300
22	Sustainability Program Reduction in Operating Costs		7,000
23	Organizational Development & Training Operating Reductions		7,580
24	Community Support Services Reduction in Office Supplies		11,750
25	Eliminate WAV Program Funding in EPD		15,000
26	Reduced Work Hours (F) Housing Manager in Growth Management		11,727
27	Reduction in Operating Cost in Growth Management		13,230

Alachua County Board of County Commissioners
FY12 Tentative Budget
Budget Decision Package - Tier 1 General Fund Ongoing Only

Tier 1 - General Fund Ongoing

28		EPD Staff Workload Reallocations		4,496
29		Eliminate .75 FTE (V) - Sr. Staff Assistant in Administrative Services	(0.75)	29,777
30	*	Elimination of Well Florida Funding		10,000
31	*	Reduction in General Fund Tip Fee Waivers for Waste Management		29,267
32	*	Court Administration Reduction in Overtime		3,452
33	*	Decrease County Attorney Operating Budget		45,890
34	*	Reduction in General Fund Transfer In to Gas Tax		57,000
35	*	Eliminate On Call and Shift Differential in ITS		15,872
36	*	Reduction Mowing Contracts for Parks		23,765
37	*	Reduce Prescribed Fire Capital Expense in EPD		19,048
38	*	Facilities Reduction in HVAC Contractual Services (reduced from $40,000 as requested by Department)		25,000
39	*	Reallocation of Planner Workload to Grant Funds in Growth Management		24,113
40	*	Reallocate Staff Salary and Reduce Operating Costs (Administrative Services)		22,501
41	*	Eliminate 1.00 FTE (V) Equal Opportunity Specialist	(1.00)	51,798
42	*	Bus Passes (net difference between budgeted amount and new contract) (Human Resources)		650
43	*	CCC - Adjustment for High Springs Dispatch Center costs		TBD
44	*	Family Data Center (holding place awaiting final Board decision)		(35,000)
45	*	Florida Organic Growers EBT Program		(9,193)
Subtotal Tier 1			(4.75)	505,323
FY12 Budget Reduction Goal at Revenue Stabilization				0
Adjusted Balance Allocated to Reserves				505,323

* Previous Tier 2 items moved to Tier 1 based on Board action

September 27, 2011 Regular BoCC Meeting
Agenda Item #22

Title
Public Hearing to Adopt an Ordinance Repealing or Amending Various Provisions of the County Code Relating to the Regulation of Firearms as by House Bill 45 (Chapter 2011-109, Laws of Florida) (Amended)

Amount
N/A

Description
This is a request for the adoption 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 enactment of House BIll 45.

Recommendation
Conduct a public hearing and adopt the attached ordinance repealing or amending various provisions of the County Code relating to the regulation of firearms.

Alternative(s)
Do not adopt 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) memorandum from County Attorney.

Documents Requiring Action
Ordinance

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. (e) Section 110.05, Exceptions to the Alachua County Noise Ordinance (Chapter 110, Alachua County Code).

Issues

Should the Board adopt 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: 1_FirearmsCodeProvisions.pdf
Attachment: 2_FirearmsBill.pdf
Attachment: 4_FirearmsMemo.pdf
Attachment: 3_FirearmsOrdinance.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 110. - NOISE CONTROL [75]

Sec. 110.05. - Exceptions.

The following uses and activities shall be exempt from noise level regulations as herein described:

(a)

Noises resulting from any authorized emergency vehicle when responding to an emergency call or acting in time of emergency.

(b)

Noises of safety signals, warning devices, and emergency pressure relief valves, when utilized for their intended use. This exception shall not apply to safety signals or warning devices for any unnecessary use or unreasonable period of time. Specifically,

this exception shall not apply to fixed building or vehicular burglar alarms when sounded for false alarms or sounded for a period in excess of 30 minutes.

(c)

Noises resulting from emergency work as defined in section 110.01(f).

(d)

Construction operations for which building permits have been issued, or construction operations not requiring permits due to ownership of the project by an agency of government; providing all equipment is operated in accord with the manufacturers' specifications and with all standard equipment, manufacturers' mufflers and noise reducing equipment in use in proper operating condition. This exception shall not apply between the hours of 9:00 p.m. of one day and 7:00 a.m. of the next day.

(e)

Air conditioners and lawn mowers are exempt from provisions of this chapter when this equipment is functioning in accord with the manufacturers' specifications and with all manufacturers' mufflers and noise reducing equipment in use and in proper operating condition.

(f)

Nonamplified crowd noises resulting from activities such as those planned by student, governmental, or community groups, or racing/sport events.

(g)

Noises from motor vehicles engaged in a professional or amateur sanctioned, competitive sports event for which admission or an entry fee is charged, including practice or time trials for such event.

(h)

Noises consistent with cultural, historical, or traditional observances, holidays, and ceremonies, provided that a special permit is obtained in accordance with section 110.10 of this chapter.

(i)

All noises coming from the normal operations of railroad trains.

(j)

All noises coming from normal operations of aircraft.

(k)

Noises from motor vehicles as regulated by F.S. §§ 316.272 and 316.293.

(l)

Noises from all equipment tests required by law.

(m)

Any other noise resulting from activities of a temporary duration permitted by law and for which a special permit has been issued by Alachua County, provided the activities shall be in accordance with the conditions and limitations stated on the permit as provided for in section 110.10

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

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

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, Florida

Alachua County Attorney's Office

Dave Wagner, County Attorney

MEMORANDUM

TO: Chair Pinkoson, Commissioners Baird, Byerly, DeLaney, and Long

FROM: David W. Wagner, County Attorney D. Wagner

DATE: September 9, 2011

SUBJECT: *Analysis of House Bill 45 Regarding Regulation of Firearms and Ammunition*

The purpose of the memorandum is to provide a comprehensive analysis of House Bill 45 and its impact on the Alachua County Code. By way of background, during the 2011 legislative session the Florida Legislature adopted House Bill 45, which was signed into law by Governor Rick Scott and codified at Chapter 2011-109, Laws of Florida. House Bill 45 amends Section 790.33, Florida Statutes, which is entitled "Field of regulation of firearms and ammunition preempted," by expanding the Legislature's preemption in the field of regulation of the firearms and ammunition, and by exacting severe penalties should an elected or appointed local government official enact, or cause to be enforced, an ordinance or regulation relating to firearms and ammunition. The effective date of the legislation is October 1, 2011.

Home Rule Powers

Pursuant to Article VIII, Section 1(g), of the Florida Constitution, Alachua County is a charter county, and has all powers of local self-government not inconsistent with general law, or with special law approved by vote of the electors. As a charter county, the Board of County Commissioners may enact county ordinances not inconsistent with general law.

In accordance with Section 125.01(1), Florida Statutes (2010), Alachua County has the power to carry on county government to the extent not inconsistent with general or special law. Pursuant to Section 125.01(1)(w), Florida Statutes (2010), this includes the power to perform acts not inconsistent with law, which acts are in the common interest of the people of the county, and to exercise all powers and privileges not specifically prohibited by law. Also, pursuant to Section 125.01(3)(b), Florida Statutes (2010), the provisions of Section 125.01 are to be liberally construed to carry out the purpose of the section and to secure for counties the broad exercise of home rule powers authorized by the State Constitution.

Florida Constitution

In 1998, an amendment to the Florida Constitution, Article VIII, Section 5(b), was adopted which gave counties the authority 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 the county. As this is constitutional law, it should be noted that House Bill 45 has no impact on a county's ability to require a criminal history records check or waiting period in the sale of a firearm.

History of Section 790.33

Section 790.33, Florida Statutes (the "Joe Carlucci Uniform Firearms Act"), was created during the 1987 legislative session. The intent of the Act was to provide uniform firearms laws in the state. Since its adoption in 1987, Section 790.33 has preempted local governments from regulating firearms and ammunition unless expressly authorized to do so by general law. The field of regulation specifically included the purchase, sale, transfer, taxation, manufacture, ownership, possession, and transportation of firearms and ammunition, to the exclusion of all existing and future local government ordinances or regulations relating thereto. Subsection (2) of Section 790.33 was amended in 1988, and provided a specific exception to the preemption, in that any county had the option to adopt a waiting-period ordinance to require a waiting period of up to three working days between the purchase and delivery of a handgun.

House Bill 45

Section 790.33(1), as amended by House Bill 45, provides the following express 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.

House Bill 45 specifically added the storage of firearms and ammunition to its list of express preemptions, plus specifically stated that, in addition to locally adopted ordinances, any locally adopted administrative regulations or rules were declared null and void. Notably, House Bill 45 also added a subsection that states as follows:

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.

House Bill 45 added a new subsection (3) to Section 790.33, regarding the penalties to be imposed should any person, county, agency, municipality, or district violate the Legislature's occupation of the whole field of regulation of firearms and ammunition, such a violation being a third-degree felony. For example, a knowing and willful violation of any provision of Section 790.33 by a person acting in an official capacity for any local government entity that enacts, or causes to be enforced, an ordinance or administrative rule or regulation, "shall be cause for termination of employment or contract or removal from office by the Governor." Furthermore, if a court determines that the official acted knowingly and

willingly, the court "shall assess a civil fine of up to $5,000" against the official, and public funds "may not be used to defend or reimburse the unlawful conduct."

One of the continuing exceptions to the express preemption by the state in this field of regulation is that a local government may continue to enact zoning ordinances, which encompass firearms businesses along with other businesses.

The staff analysis accompanying House Bill 45 provides that the intent of the bill is to strengthen, clarify, and expand the Legislature's preemption of regulations concerning firearms and ammunition. As specifically stated in the staff analysis, House Bill 45 amends Section 790.33(1) "to **expand** the preemption of regulation." (Emphasis supplied.) Moreover, the staff analysis emphasizes that the intent of the legislation, as stated in Section 790.33(3), is to "to deter and prevent the violation of this section… by the abuse of official authority that occurs when enactments are knowingly passed in violation of state law or under color of local or state authority." The staff analysis concludes that, "[t]he strengthened preemption expressed by this bill, as well as the 'knowing and willful' standard for violations, would appear to **remove any discretion** in the regulation of firearms." (Emphasis supplied.)

Current State Prohibitions on Firearms

- An individual cannot carry a concealed firearm unless licensed.
- An individual cannot openly carry a firearm.
- All individuals, including those with concealed licenses, are prohibited from carrying a firearm into:
  - Any place of nuisance, as defined in Section 823.05, Florida Statutes (places that are used in a way to create a public nuisance such as a place where criminal gang activity occurs).
  - Any police, sheriff, or highway patrol station,
  - Any detention, facility, prison, or jail,
  - Any courthouse or 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, elementary or secondary school facility, any career center, or any college or university facility, or
  - Any place licensed to dispense alcoholic beverages for consumption on the premises.
- An individual cannot discharge a firearm:
  - In any public place,
  - On or over the right of way of any paved public road, highway, or street, unless defending personal property, performing an official duty or the road is approved for hunting by Fish and Wildlife,
  - From a vehicle.
- An individual cannot shoot into:
  - Buildings, occupied or unoccupied,
  - Bus, train, locomotives, railway cars, caboose, cable railway cars, street railway cars, monorail cars, or vehicles in use,

  - Boats, vessels, ships within state waters,
  - Airplanes within state airspace.
- Before the sale of a firearm, a criminal background check must be run through the Department of Law Enforcement and there is a mandatory 3 day waiting period between the purchase and delivery of handgun, exceptions for individuals with a concealed license.
- An individual cannot exhibit a firearm in a rude, careless, angry or threatening manner, except in self defense.
- An individual cannot exhibit a firearm on school grounds, at a school sponsored event, at a school bus stop, on a school bus, or within 1,000 feet of the real property of a school. There are certain exceptions, requiring preapproval by principal.
- An individual cannot have a concealed firearm within the premises of a pharmacy unless, law enforcement, have a license to carry concealed, or employed and authorized by the pharmacy to have a firearm.
- An individual cannot use a firearm while under the influence of alcohol or drugs, unless defending self or property.
- An individual cannot discharge a machine gun near a road, street, highway, public park, or public assembly place.
- An individual cannot sell a firearm to a minor without parental permission. The parent must maintain possession of the firearm. Dealers cannot sell to minors.
- An individual must keep firearm in a securely locked box, or in a location where a reasonable person believes the firearm is secure, if there is a chance a minor might gain access to the firearm.
- Warnings must be provided to individuals purchasing firearms, personally and posted throughout the store, that firearms must be placed out of reach of minors.
- Minors under 16 may not use BB guns or air/gas operated guns unless supervised by a parents.
- Minors under 16 may not possess a firearm. Minors over 16 may not possess a firearm unless engaged in hunting or lawful marksmanship competition under the supervision of adults, or transporting the unloaded firearm directly to and from one of the two activities.
- An individual cannot possess an operable short-barreled rifle, short-barreled shotgun, or machine gun. Does not apply to antiques or firearms allowed under federal provisions.
- Convicted felons within Florida or any other state cannot carry a firearm unless that right has been restored.
- An individual with a final injunction for domestic violence against him cannot have in care, custody, possession, or control of any firearm.
- Career criminals cannot carry firearms.
- Employers may only prohibit locked firearms from being in vehicles on property if the vehicle is:
  - Located on school property,
  - Located on correctional institutional property,
  - Located on property where there is a nuclear-powered electricity generation facility on it,
  - Located on property where national defense activities are conducted,
  - Located on property where explosive materials are manufactured, or
  - Owned or leased by the employer.
- An individual cannot knowingly alter or remove serial numbers from a firearm or sell, possess or deliver a firearm where the serial number has been altered or removed.

Hunting Prohibitions

Local governments retain the right to prohibit hunting on government property. However, local governments cannot expressly prohibit individuals from bringing firearms onto government property. State law prohibits anyone without a concealed license from carrying a weapon anywhere, including onto county property. State law also prohibits anyone from discharging a weapon in any public place which arguably would apply to most, if not all county property.

Other Counties

As the County Attorney's Office advised the Board at the meeting of September 14, 2011, other counties have likewise repealed their firearms regulations, including Charlotte County, St. Johns County, Leon County, and Indian River County.

Conclusion

In conclusion, the Florida Legislature has sent a clear, specific, and strict legislative statement concerning the expansion of its preemption in the field of the regulation of firearms and ammunition. The regulation of firearms and ammunition is now fully and expressly preempted to the state, except as expressly provided by general law. The Florida Legislature has also sent a clear message that there will be significant personal financial consequences, not to mention the possibility of being removed from office, should local government officials run afoul of Section 790.33, Florida Statutes, as amended. In view of the above analysis, the County Attorney's Office recommends that the Board adopt an ordinance to amend or repeal the provisions in the Alachua County Code that address firearms.

DWW:eeh

xc: Randall Reid, County Manager

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); AMENDING SECTION 110.05, EXCEPTIONS TO THE ALACHUA COUNTY NOISE ORDINANCE; 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. Subsection 110.05, exceptions, Chapter 110 (Alachua County Noise Ordinance) is amended to read:

Sec. 110.05. - Exceptions.

The following uses and activities shall be exempt from noise level regulations as herein described:

(a) Noises resulting from any authorized emergency vehicle when responding to an emergency call or acting in time of emergency.

(b) Noises of safety signals, warning devices, and emergency pressure relief valves, when utilized for their intended use. This exception shall not apply to safety signals or warning devices for any unnecessary use or unreasonable period of time. Specifically, this exception shall not apply to fixed building or vehicular burglar alarms when sounded for false alarms or sounded for a period in excess of 30 minutes.

(c) Noises resulting from emergency work as defined in section 110.01(f).

(d) Construction operations for which building permits have been issued, or construction operations not requiring permits due to ownership of the project by an agency of government; providing all equipment is operated in accord with the manufacturers' specifications and with all standard equipment, manufacturers' mufflers and noise reducing equipment in use in proper operating condition. This exception shall not apply between the hours of 9:00 p.m. of one day and 7:00 a.m. of the next day.

(e) Air conditioners and lawn mowers are exempt from provisions of this chapter when this equipment is functioning in accord with the manufacturers' specifications and with all manufacturers' mufflers and noise reducing equipment in use and in proper operating condition.

(f) Nonamplified crowd noises resulting from activities such as those planned by student, governmental, or community groups, or racing/sport events.

(g) Noises from motor vehicles engaged in a professional or amateur sanctioned, competitive sports event for which admission or an entry fee is charged, including practice or time trials for such event.

(h) Noises consistent with cultural, historical, or traditional observances, holidays, and ceremonies, provided that a special permit is obtained in accordance with section 110.10 of this chapter.

(i) All noises coming from the normal operations of railroad trains.

(j) All noises coming from normal operations of aircraft.

(k) Noises from motor vehicles as regulated by F.S. §§ 316.272 and 316.293.

(l) Noises from all equipment tests required by law.

(m) Any other noise resulting from activities of a temporary duration permitted by law and for which a special permit has been issued by Alachua County, provided the activities shall be in accordance with the conditions and limitations stated on the permit as provided for in section 110.10

(n) Noise caused by the discharge of firearms.

SECTION 4. Repealing Clause. All ordinances or portions thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

SECTION 5. 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 6. 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 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 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

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS

ORDINANCE 11-08

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); AMENDING SECTION 110.05, EXCEPTIONS TO THE ALACHUA COUNTY NOISE ORDINANCE; 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:

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(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.

• • •

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(b) Noises of safety signals, warning devices, and emergency pressure relief valves, when utilized for their intended use. This exception shall not apply to safety signals or warning devices for any unnecessary use or unreasonable period of time. Specifically, this exception shall not apply to fixed building or vehicular burglar alarms when sounded for false alarms or sounded for a period in excess of 30 minutes.

(c) Noises resulting from emergency work as defined in section 110.01(f).

(d) Construction operations for which building permits have been issued, or construction operations not requiring permits due to ownership of the project by an agency of government; providing all equipment is operated in accord with the manufacturers' specifications and with all standard equipment, manufacturers' mufflers and noise reducing equipment in use in proper operating condition. This exception shall not apply between the hours of 9:00 p.m. of one day and 7:00 a.m. of the next day.

(e) Air conditioners and lawn mowers are exempt from provisions of this chapter when this equipment is functioning in accord with the manufacturers' specifications and with all manufacturers' mufflers and noise reducing equipment in use and in proper operating condition.

(f) Nonamplified crowd noises resulting from activities such as those planned by student, governmental, or community groups, or racing/sport events.

(g) Noises from motor vehicles engaged in a professional or amateur sanctioned, competitive sports event for which admission or an entry fee is charged, including practice or time trials for such event.

(h) Noises consistent with cultural, historical, or traditional observances, holidays, and ceremonies, provided that a special permit is obtained in accordance with section 110.10 of this chapter.

(i) All noises coming from the normal operations of railroad trains.

(j) All noises coming from normal operations of aircraft.

(k) Noises from motor vehicles as regulated by F.S. §§ 316.272 and 316.293.

(l) Noises from all equipment tests required by law.

(m) Any other noise resulting from activities of a temporary duration permitted by law and for which a special permit has been issued by Alachua County, provided the activities shall be in accordance with the conditions and limitations stated on the permit as provided for in section 110.10

(n) Noise caused by the discharge of firearms.

SECTION 4. Repealing Clause. All ordinances or portions thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

SECTION 5. 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 6. 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 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 days after enactment by the Board of County Commissioners, and shall take effect on October 1, 2011.

DULY ADOPTED in regular session, this 27th day of SeptemberA.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

September 27, 2011 Regular BoCC Meeting
Agenda Item #23

Title
Public Hearing: Adopt the FY12 Final Millage Rates and Final Budgets

Amount
N/A

Description
Pursuant to Florida State Statute 200.065, the Board of County Commissioners will conduct a public hearing to adopt final FY12 millage rates and final budgets for the General County, MSTU - Unincorporated Services, MSTU - Law Enforcement Funds, MSTU - Fire Protection Services and Alachua County Forever Debt Service Funds.

Recommendation
Conduct public hearing to adopt the final FY12 millage rates and final budgets for the General County, MSTU - Unincorporated Services, MSTU - Law Enforcement Funds, MSTU - Fire Protection Services and Alachua County Debt Service Funds.

Alternative(s)
Do not conduct public hearing to adopt the final FY12 millage rates and final budgets for the General County, MSTU - Unincorporated Services, MSTU - Law Enforcement Funds, MSTU - Fire Protection Services and Alachua County Debt Service Funds.

Requested By
Suzanne Gable

Originating Department
Office of Managment and Budget

Attachment(s) Description
FY12 Agenda Final Public Hearing; FY12 General County Millage & Budget Resolutions (2); FY12 MSTU - Unincorporated Services Millage & Budget Resolutions (2); FY12 MSTU - Law Enforcement Funds Millage & Budget Resolutions (2); FY12 MSTU - Fire Protection Services Millage & Budget Resolutions (2); FY12 Final Budget; FY12 Budget Decision Package Tier 1 and Tier 2 as of September 1, 2011

Documents Requiring Action
FY12 General County Millage & Budget Resolutions (2); FY12 MSTU - Unincorporated Services Millage & Budget Resolutions (2); FY12 MSTU - Law Enforcement Funds Millage & Budget Resolutions (2); FY12 MSTU - Fire Protection Services Millage & Budget (2)

Executive Summary
The Office of Management and Budget, in accordance with Florida State Statute 200.065, is requesting the Board of County Commissioners conduct a public hearing to approve the FY12 final millage rates and final budgets for the General County, MSTU - Unincorporated Services, MSTU - Law Enforcement Funds, MSTU - Fire Protection Services and Alachua County Forever Debt Service Funds.

Background
On September 13, 2011, in accordance with the Florida State Statute 200.065, the Board of County Commissioners held a

public hearing on the proposed millage rates and adjusted tentative budgets. At this hearing, the Board adopted the proposed millage rates and adjusted tentative budgets. Florida State Statute 200.065 requires the taxing authority to advertise its intent to adopt final millages and budgets within 15 days after the meeting adopting the tentative budget. This meeting was advertised in the Gainesville Sun on September 23, 2011, and included the required Notice of Budget Hearing and Budget Summary. Within 2 to 5 days after the day the advertisement is first published, the taxing authority holds a final public hearing to adopt final millage rates and budgets.

Issues
Pursuant to Florida State Statute 200.065, a public hearing is required to approve the FY12 final millage rates and final budgets for the General County, MSTU - Unincorporated Services, MSTU - Law Enforcement Funds, MSTU - Law Enforcement Funds, MSTU - Fire Protection Services and Alachua County Forever Debt Service Funds.

Fiscal Recommendation
Approve the FY12 final millage rates and final budgets for the General County, MSTU - Unincorporated Services, MSTU - Law Enforcement Funds, MSTU - Fire Protection Services and Alachua County Forever Debt Service Funds.

Fiscal Alternative(s)
Do not approve the FY12 final millage rates and final budgets for the General County, MSTU - Unincorporated Services, MSTU - Law Enforcement Funds, MSTU - Fire Protection Sevices and Alachua County Forever Debt Service Funds.

Funding Sources
Various

Account Code(s)
Various

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS
PUBLIC HEARING AGENDA SCRIPT

SEPTEMBER 27, 2011

FINAL PUBLIC HEARING 5:30 PM

FISCAL YEAR 2011-12 MILLAGES AND BUDGETS

I. **Introduction to Public Hearing on Alachua County Fiscal Year 2011-12 Final Budget**

CHAIR:

The Alachua County Board of County Commissioners convenes the Public Hearing on the Alachua County Fiscal Year 2011-12 Final Millage Rates and Final Budget as required by Florida Statutes, Chapters 129 and 200.

Chapter 200 requires that a Final Public Hearing on the budget be preceded by a two to five day notice of that hearing; Chapter 129 requires that the Board advertise a summary of the final budget. Here are proofs of publication that such notices have been given. A summary of the final County budget has been provided for public review by means of advertisement in the Gainesville Sun on Friday, September 23, 2011 pursuant to these requirements.

If anyone in our audience is here for the purpose of contesting their assessment, they should have filed a petition for adjustment with the Value Adjustment Board as of September 9, 2011. The petition forms were available from the Property Appraiser's Office.

This evening we will take a number of actions related to the adoption of final millage rates and budgets. I encourage you, if you have not already done so, to get a copy of the agenda so you may more easily follow the proceedings this evening.

Citizen comments will be taken following the overview of the final budget by the County Manager and OMB Director.

The County Attorney will now present an overview of the Truth-In-Millage Legislation followed by the County Manager's Explanation of the final and rolled back millage rates.

II. Fiscal Year 2011-12 Final Millage Rates and Final General County, Municipal Services Taxing Unit-Unincorporated Services, Municipal Services Taxing Unit-Law Enforcement and Municipal Services Taxing Unit-Fire Protection Services Budgets

A. Overview of Truth-in-Millage Legislation

COUNTY ATTORNEY:

Truth in Millage Legislation or TRIM legislation was adopted by the State Legislature to ensure that taxpayers are advised of the public hearings at which the local taxing authorities' budgets and millage rates are considered and adopted. Local taxing authorities include the County, the municipalities, the School District, the Library District, and the Water Management Districts. Each year, the Property Appraiser completes an assessment of the value of all property and certifies to each taxing authority the taxable value of the property within its jurisdiction. Each taxing authority then notifies the Property Appraiser of its proposed millage rate, its rolled back rate and then the date, time, and place of the public hearing to consider the proposed millage rate and the final budget. The Property Appraiser then sends a notice by first class mail to every taxpayer on the assessment roll. The notice contains information regarding the proposed millage rate and the time and place of the public hearing. The Notice sent to taxpayers is called the TRIM notice. The TRIM notice lists what the taxes were for the prior year, what the taxes will be if the proposed budget changes are made, and what the taxes will be if millage rates are changed to the rolled back rate.

This information is listed for each taxing authority. The notice also lists all voted levies for debt service. The purpose of the TRIM notice is to provide taxpayers with basic information to enable them to participate in the public hearing process of the various taxing authorities.

B. Explanation of the General County, Municipal Services Taxing Unit-Unincorporated Services, Municipal Services Taxing Unit-Law Enforcement and Municipal Services Taxing Unit-Fire Protection Services Final and Rolled Back Millage Rates

COUNTY MANAGER:

One of the requirements of the Truth-in-Millage legislation is to provide information about why tentative millage rates are higher than the rolled back millage rates. The final millage for the Board of County Commissioners County-wide levy is 8.6299 mills, which is 1.06% less than the rolled back rate of 8.7224 mills. The final millage for the Board of County Commissioners Debt Service – Alachua County Forever levy is 0.2500 mills, which is 3.96% less than the rolled back rate of 0.2603 mills. A roll back rate calculation for voted debt service millage is not required by the Department of Revenue but has been presented for informational purposes. The final millage for the Board of County Commissioners Municipal Services Taxing Unit-Unincorporated Services levy is 0.4124 mills, which is 4.54% less than the rolled back rate of 0.4320 mills. The final millage for the Board of County Commissioners Municipal Services Taxing Unit-Law Enforcement levy is 1.6710 mills, which is 3.46% less than the rolled back rate of 1.7308 mills. The final millage for the Board of County Commissioners Municipal Services Taxing Unit-Fire Protection Services levy is 1.3391 mills, which is 4.51% less than the rolled back rate of 1.4023. Rolled back millage rate is defined as "the millage rate, which exclusive of new construction, additions to structure, deletions, and property added due to geographic boundary changes, will provide the same ad valorem tax revenue for each taxing authority as was levied during the prior year."

The current year final aggregate millage rate will generate approximately 2,189 151 *$2,497,151 less than the aggregate rolled back millage rate will. The* 2,117 151 *$2,497,151 decrease in tax revenue is a result of the final millage rates for the General County, Municipal Service Taxing Unit-Unincorporated Services, Municipal Service Taxing Unit-Law Enforcement and Municipal Service Taxing Unit-Fire Protection Services being less than each of their rolled back rates. Suzanne Gable, Director of the Office of Management and Budget, will now present an overview of the final budget for fiscal year 2011-12.*

C. Overview of Fiscal Year 2011-12 Final Budget and of Adjustments made to that Budget

OMB DIRECTOR;

Mister Chair the total County Final Budget for fiscal year 2011-12 is 313,161,226 *$318,541,424 which is* ~~equal~~ lesser *to the Adjusted Tentative Budget of* 330,198.00 *$318,541,424. When we reach the budget adjustment portion of this process, which is item "IV. B", we will be requesting approval of changes to the Adjusted Tentative Budget.*

Mister Chair this concludes my comments on the final budget. I would be happy to answer any questions about the budget at this time.

III. Citizen Comments on Fiscal Year 2011-12 Final Budget Millage Rates and Final Budget

CHAIR:

I would now like to invite citizens to comment on the Fiscal Year 2011-12 final millage rates and final budget. Please come forward to either podium if you wish to address the Board. We do request that each speaker try to limit his or her comments

to 3 minutes. The hearing will continue until everyone who wishes to address the Commission has had an opportunity to speak.

Citizen Comments allowed at this time.

CHAIR (following all citizen comments)**:**

I will now close the public comment section of this public hearing.

IV. Board of County Commissioners Action on Fiscal Year 2011-12 Final Millage Rates and Final Budget

A. Approval of Five Year Comprehensive Capital Improvement Program for FY12 – FY16

COUNTY COMMISSION (following any discussion):

Move approval of FY12 – FY16 Comprehensive Capital Improvement Program

B. Adjustments by motion to the Fiscal Year 2011-12 Final Alachua County Budgets

OMB DIRECTOR:

Mister Chair, the budget document included in your agenda packet is the "FY12 Final Budget" and includes all adjustments approved by the Board as of September 13, 2011, which was the first public hearing on the FY12 Budget. The FY12 Final Budget incorporates the Final FY12 "Full Time Equivalent Position Summary".

Staff is requesting approval of changes to the Alachua County General Fund for the re-calculation of ad valorem revenues as follows:
Ad Valorem Revenues (001-0000-311.10-00) ($0)
Reserve for Contingency (001-0440-590.99-20 ($0)

If you wish to make any additional adjustments to this final budget they must be made by motion at this time.

COUNTY COMMISSION:

Discussion and move approval of adjustments to the FY12 Final Budget (if any adjustments are entertained).

C. Adoption of Resolution 11-109 Establishing Fiscal Year 2011-12 Final General County Millage Rates

COUNTY MANAGER:

The Alachua County Board of County Commissioners has determined that a final millage rate of 8.6299 mills is necessary to fund the final general County budget. The final millage rate represents a decrease of 1.06% under the rolled back rate of 8.7224 mills.

COUNTY COMMISSION:

Move Adoption of Resolution 11-109"Establishing Fiscal Year 2011-12 Final General County Millage Rates."

D. Adoption of Resolution 11-110 Adopting the Fiscal Year 2011-12 Final General County Budget and Revenue Estimates

COUNTY COMMISSION:

Move Adoption of Resolution 11-110 "Adopting the Fiscal Year 2011-12 Final General County Budget and Revenue Estimates."

E. Adoption of Resolution 11-111 Establishing Fiscal Year 2011-12 Final Municipal Services Taxing Unit-Unincorporated Services Millage Rate

COUNTY MANAGER:

The Alachua County Board of County Commissioners has determined that a final millage rate of 0.4124 mills is necessary to fund the final Municipal Services Taxing Unit-Unincorporated Services budget. The final millage rate represents a decrease of 4.54% under the rolled back rate of 0.4320 mills.

COUNTY COMMISSION:

Move Adoption of Resolution 11-111 "Establishing Fiscal Year 2011-12 Final Municipal Services Taxing Unit-Unincorporated Services Millage Rate."

F. Adoption of Resolution 11-112 Adopting the Fiscal Year 2011-12 Final Municipal Services Taxing Unit-Unincorporated Services Budget and Revenue Estimates

COUNTY COMMISSION:

Move Adoption of Resolution 11-112 "Adopting the Fiscal Year 2011-12 Final Municipal Services Taxing Unit-Unincorporated Services Budget and Revenue Estimates."

G. Adoption of Resolution 11-113 Establishing Fiscal Year 2011-12 Final Municipal Services Taxing Unit-Law Enforcement Millage Rate

COUNTY MANAGER:

The Alachua County Board of County Commissioners has determined that a final millage rate of 1.6710 mills is necessary to fund the final Municipal Services Taxing Unit-Law Enforcement budget. The final millage rate represents a decrease of 3.46% under the rolled back rate of 1.7308 mills.

COUNTY COMMISSION:

Move Adoption of Resolution 11-113 "Establishing Fiscal Year 2011-12 Final Municipal Services Taxing Unit-Law Enforcement Millage Rate."

H. Adoption of Resolution 11-114 Adopting the Fiscal Year 2011-12 Final Municipal Services Taxing Unit-Law Enforcement Budget and Revenue Estimates

COUNTY COMMISSION:

Move Adoption of Resolution 11-114 "Adopting the Fiscal Year 2011-12 Final Municipal Services Taxing Unit-Law Enforcement Budget and Revenue Estimates."

I. **Adoption of Resolution 11-115 Establishing Fiscal Year 2011-12 Final Municipal Services Taxing Unit-Fire Protection Services Millage Rate**

COUNTY MANAGER:

The Alachua County Board of County Commissioners has determined that a final millage rate of 1.3391 mills is necessary to fund the final Municipal Services Taxing Unit-Fire Protection Services budget. The final millage rate represents a decrease of 4.51% under the rolled back rate of 1.4023 mills.

COUNTY COMMISSION:

Move Adoption of Resolution 11-115 "Establishing Fiscal Year 2011-12 Final Municipal Services Taxing Unit-Fire Protection Services Millage Rate."

J. **Adoption of Resolution 11-116 Adopting the Fiscal Year 2011-12 Final Municipal Services Taxing Unit-Fire Protection Services Budget and Revenue Estimates**

COUNTY COMMISSION:

Move Adoption of Resolution 11-116 "Adopting the Fiscal Year 2011-12 Final Municipal Services Taxing Unit-Fire Protection Services Budget and Revenue Estimates."

V. Close Public Hearing

September 27, 2011
Public Hearing (FY12 Final Budget)
5:30 pm

1. FY12 Final Budget (Support for Budget Resolutions)
   - Expenditures by Fund and Department
   - Revenues by Fund and Major Type

2. FY12 Final Budget - FTE Summary Report

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FY12 Final Budget – Expenditures

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	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
001 General Fund									
00 Non-Departmental									
91 Transfers Out to Other Funds	3,070,228	3,430,872	360,644	3,981,153	550,281	3,981,153	0	3,981,153	0
00 Non-Departmental	3,070,228	3,430,872	360,644	3,981,153	550,281	3,981,153	0	3,981,153	0
02 County Commission									
10 Personal Services	478,020	465,503	-12,517	476,153	10,650	476,153	0	476,153	0
30 Operating Expenditures	43,685	40,523	-3,162	40,523	0	40,523	0	40,523	0
02 County Commission	521,705	506,026	-15,679	516,676	10,650	516,676	0	516,676	0
03 County Attorney									
10 Personal Services	804,533	768,626	-35,907	788,170	19,544	788,170	0	788,170	0
30 Operating Expenditures	104,402	106,260	1,858	106,260	0	60,370	-45,890	60,370	0
03 County Attorney	908,935	874,886	-34,049	894,430	19,544	848,540	-45,890	848,540	0
04 Non-Departmental Special Expense									
10 Personal Services	115,000	115,000	0	115,000	0	115,000	0	115,000	0
30 Operating Expenditures	6,654,285	6,749,472	95,187	8,524,312	1,774,840	6,966,565	-1,557,747	6,966,565	0
60 Capital Outlay	35,000	35,000	0	35,000	0	35,000	0	35,000	0
80 Grants And Aid	4,842,085	4,602,197	-239,888	4,574,610	-27,587	4,609,610	35,000	4,609,610	0
99 Appropriated Reserves	5,765,159	5,765,159	0	6,357,349	592,190	6,633,670	276,321	6,624,477	-9,193
04 Non-Departmental Special Expense	17,411,529	17,266,828	-144,701	19,606,271	2,339,443	18,359,845	-1,246,426	18,350,652	-9,193
07 Clerk of Courts									
92 Transfer to Constitutional Offices	1,852,531	1,852,531	0	1,852,531	0	1,852,531	0	1,852,531	0
07 Clerk of Courts	1,852,531	1,852,531	0	1,852,531	0	1,852,531	0	1,852,531	0
10 Property Appraiser									
92 Transfer to Constitutional Offices	3,938,971	3,938,971	0	3,921,921	-17,050	3,921,921	0	3,921,921	0
10 Property Appraiser	3,938,971	3,938,971	0	3,921,921	-17,050	3,921,921	0	3,921,921	0
12 Supervisor Of Elections									
60 Capital Outlay	0	0	0	400,000	400,000	400,000	0	400,000	0
91 Transfers Out to Other Funds	1,557,163	1,529,933	-27,230	1,896,917	366,984	1,896,917	0	1,896,917	0
12 Supervisor Of Elections	1,557,163	1,529,933	-27,230	2,96,917	766,984	2,296,917	0	2,296,917	0

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
001 General Fund									
16 Information Services									
10 Personal Services	3,053,996	2,927,174	-126,822	2,905,972	-21,202	2,890,100	-15,872	2,890,100	0
30 Operating Expenditures	604,310	613,789	9,479	731,789	118,000	731,789	0	731,789	0
60 Capital Outlay	50,000	50,000	0	50,000	0	50,000	0	50,000	0
16 Information Services	3,708,306	3,590,963	-117,343	3,687,761	96,798	3,671,889	-15,872	3,671,889	0
17 County Manager									
10 Personal Services	2,107,818	1,998,806	-109,012	2,051,563	52,757	2,051,563	0	2,051,563	0
30 Operating Expenditures	371,060	368,190	-2,870	361,190	-7,000	361,190	0	361,190	0
60 Capital Outlay	16,948	16,948	0	16,948	0	16,948	0	16,948	0
17 County Manager	2,495,826	2,383,944	-111,882	2,429,701	45,757	2,429,701	0	2,429,701	0
18 Administrative Services									
10 Personal Services	3,696,339	3,545,318	-151,021	3,597,768	52,450	3,528,561	-69,207	3,528,561	0
30 Operating Expenditures	5,131,136	5,585,050	453,914	5,784,915	199,865	5,754,173	-30,742	5,754,173	0
91 Transfers Out to Other Funds	526,000	0	-526,000	0	0	0	0	0	0
18 Administrative Services	9,353,475	9,130,368	-223,107	9,382,683	252,315	9,282,734	-99,949	9,282,734	0
25 Animal Services									
10 Personal Services	1,624,433	1,529,861	-94,572	1,486,335	-43,526	1,486,335	0	1,486,335	0
30 Operating Expenditures	515,006	533,548	18,542	611,081	77,533	611,081	0	611,081	0
25 Animal Services	2,139,439	2,063,409	-76,030	2,097,416	34,007	2,097,416	0	2,097,416	0
29 Community Support Services									
10 Personal Services	2,446,497	2,354,255	-92,242	2,418,056	63,801	2,418,056	0	2,418,056	0
30 Operating Expenditures	5,334,014	5,329,667	-4,347	5,395,315	65,648	5,395,315	0	5,395,315	0
80 Grants And Aid	1,041,297	1,041,297	0	1,249,122	207,825	1,239,122	-10,000	1,248,315	9,193
91 Transfers Out to Other Funds	296,744	252,722	-44,022	261,849	9,127	261,849	0	261,849	0
29 Community Support Services	9,118,552	8,977,941	-140,611	9,324,342	346,401	9,314,342	-10,000	9,323,535	9,193
32 Sheriff-Jail									
30 Operating Expenditures	175,599	175,599	0	112,218	-63,381	112,218	0	112,218	0
92 Transfer to Constitutional Offices	26,431,124	25,502,245	-928,879	26,431,124	928,879	26,431,124	0	26,431,124	0
32 Sheriff-Jail	26,606,723	25,677,844	-928,879	26,543,342	865,498	26,543,342	0	26,543,342	0

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
001 General Fund									
33 Court Administration									
10 Personal Services	480,791	464,676	-16,115	434,664	-30,012	431,212	-3,452	431,212	0
30 Operating Expenditures	306,427	313,088	6,661	307,434	-5,654	307,434	0	307,434	0
33 Court Administration	787,218	777,764	-9,454	742,098	-35,666	738,646	-3,452	738,646	0
34 State Attorney									
30 Operating Expenditures	179,894	179,108	-786	177,908	-1,200	177,908	0	177,908	0
60 Capital Outlay	8,455	9,768	1,313	9,768	0	9,768	0	9,768	0
34 State Attorney	188,349	188,876	527	187,676	-1,200	187,676	0	187,676	0
35 Public Defender									
10 Personal Services	51,234	49,139	-2,095	49,139	0	49,139	0	49,139	0
30 Operating Expenditures	94,639	94,820	181	94,149	-671	94,149	0	94,149	0
60 Capital Outlay	0	0	0	10,000	10,000	10,000	0	10,000	0
35 Public Defender	145,873	143,959	-1,914	153,288	9,329	153,288	0	153,288	0
36 Court Services									
10 Personal Services	4,692,276	4,536,788	-155,488	4,589,959	53,171	4,589,959	0	4,589,959	0
30 Operating Expenditures	3,065,761	3,066,769	1,008	2,146,466	-920,303	2,146,466	0	2,146,466	0
91 Transfers Out to Other Funds	407,341	314,124	-93,217	535,719	221,595	535,719	0	535,719	0
36 Court Services	8,165,378	7,917,681	-247,697	7,272,144	-645,537	7,272,144	0	7,272,144	0
37 Clerk of Courts									
92 Transfer to Constitutional Offices	294,268	294,268	0	294,268	0	294,268	0	294,268	0
37 Clerk of Courts	294,268	294,268	0	294,268	0	294,268	0	294,268	0
38 Guardian Ad Litem									
10 Personal Services	84,055	80,839	-3,216	81,871	1,032	81,871	0	81,871	0
30 Operating Expenditures	24,857	25,138	281	25,138	0	25,138	0	25,138	0
38 Guardian Ad Litem	108,912	105,977	-2,935	107,009	1,032	107,009	0	107,009	0
41 Recreation									
10 Personal Services	183,554	175,167	-8,387	179,094	3,927	179,094	0	179,094	0
30 Operating Expenditures	294,511	297,724	3,213	297,724	0	273,959	-23,765	273,959	0
41 Recreation	478,065	472,891	-5,174	476,818	3,927	453,053	-23,765	453,053	0

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
001 General Fund									
54 Fire Rescue									
10 Personal Services	7,581,364	7,334,014	-247,350	7,479,878	145,864	7,479,878	0	7,479,878	0
30 Operating Expenditures	2,696,277	2,627,591	-68,686	2,812,447	184,856	2,812,447	0	2,812,447	0
60 Capital Outlay	24,000	24,000	0	757,500	733,500	757,500	0	757,500	0
80 Grants And Aid	30,385	30,385	0	30,385	0	30,385	0	30,385	0
91 Transfers Out to Other Funds	28,737	28,737	0	21,553	-7,184	21,553	0	21,553	0
54 Fire Rescue	10,360,763	10,044,727	-316,036	11,101,763	1,057,036	11,101,763	0	11,101,763	0
55 Environmental Protection									
10 Personal Services	1,021,304	966,224	-55,080	979,457	13,233	979,457	0	979,457	0
30 Operating Expenditures	530,814	567,292	36,478	517,554	-49,738	517,554	0	517,554	0
60 Capital Outlay	32,820	41,820	9,000	41,820	0	22,772	-19,048	22,772	0
55 Environmental Protection	1,584,938	1,575,336	-9,602	1,538,831	-36,505	1,519,783	-19,048	1,519,783	0
65 Growth Management									
10 Personal Services	950,969	912,839	-38,130	918,647	5,808	894,534	-24,113	894,534	0
30 Operating Expenditures	129,443	128,248	-1,195	119,248	-9,000	119,248	0	119,248	0
65 Growth Management	1,080,412	1,041,087	-39,325	1,037,895	-3,192	1,013,782	-24,113	1,013,782	0
71 Sheriff									
30 Operating Expenditures	227,903	227,903	0	130,989	-96,914	130,989	0	130,989	0
91 Transfers Out to Other Funds	1,326,074	1,274,894	-51,180	1,455,648	180,754	1,455,648	0	1,455,648	0
92 Transfer to Constitutional Offices	17,044,661	16,516,565	-528,096	17,044,661	528,096	17,044,661	0	17,044,661	0
71 Sheriff	18,598,638	18,019,362	-579,276	18,631,298	611,936	18,631,298	0	18,631,298	0
76 Waste Management									
30 Operating Expenditures	60,000	60,000	0	60,000	0	30,733	-29,267	30,733	0
91 Transfers Out to Other Funds	100,000	100,000	0	100,000	0	100,000	0	100,000	0
76 Waste Management	160,000	160,000	0	160,000	0	130,733	-29,267	130,733	0
79 Road And Bridge									
91 Transfers Out to Other Funds	1,140,000	1,140,000	0	1,140,000	0	1,083,000	-57,000	1,083,000	0
79 Road And Bridge	1,140,000	1,140,000	0	1,140,000	0	1,083,000	-57,000	1,083,000	0
001 General Fund	125,776,197	123,106,444	-2,669,753	129,378,232	6,271,788	127,803,450	-1,574,782	127,803,450	0

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
002 TD-VCB									
45 Ecomonic Environment									
30 Operating Expenditures	672,585	638,956	-33,629	638,956	0	638,956	0	638,956	0
45 Ecomonic Environment	672,585	638,956	-33,629	638,956	0	638,956	0	638,956	0
002 TD-VCB	672,585	**638,956**	**-33,629**	**638,956**	**0**	**638,956**	**0**	**638,956**	**0**
004 TD-Gainesville Sports Commission									
45 Ecomonic Environment									
80 Grants And Aid	110,000	110,000	0	110,000	0	110,000	0	110,000	0
45 Ecomonic Environment	110,000	110,000	0	110,000	0	110,000	0	110,000	0
004 TD-Gainesville Sports Commission	110,000	**110,000**	**0**	**110,000**	**0**	**110,000**	**0**	**110,000**	**0**
005 TD-Grants									
45 Ecomonic Environment									
30 Operating Expenditures	299,180	0	-299,180	0	0	0	0	0	0
80 Grants And Aid	0	294,136	294,136	294,136	0	294,136	0	294,136	0
45 Ecomonic Environment	299,180	294,136	-5,044	294,136	0	294,136	0	294,136	0
005 TD-Grants	299,180	**294,136**	**-5,044**	**294,136**	**0**	**294,136**	**0**	**294,136**	**0**
006 Destination Enhancement									
45 Ecomonic Environment									
80 Grants And Aid	671,696	643,112	-28,584	643,112	0	643,112	0	643,112	0
45 Ecomonic Environment	671,696	643,112	-28,584	643,112	0	643,112	0	643,112	0
006 Destination Enhancement	671,696	**643,112**	**-28,584**	**643,112**	**0**	**643,112**	**0**	**643,112**	**0**
008 MSTU-Unincorporated Services									
00 Non-Departmental									
30 Operating Expenditures	14,633	14,633	0	14,633	0	14,633	0	14,633	0
00 Non-Departmental	14,633	14,633	0	14,633	0	14,633	0	14,633	0

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
008 MSTU-Unincorporated Services									
04 Non-Departmental Special Expense									
30 Operating Expenditures	1,125,997	1,125,997	0	1,125,997	0	1,125,997	0	1,125,997	0
99 Appropriated Reserves	243,245	269,992	26,747	331,710	61,718	331,710	0	331,710	0
04 Non-Departmental Special Expense	1,369,242	1,395,989	26,747	1,457,707	61,718	1,457,707	0	1,457,707	0
17 County Manager									
10 Personal Services	53,370	51,290	-2,080	52,499	1,209	52,499	0	52,499	0
17 County Manager	53,370	51,290	-2,080	52,499	1,209	52,499	0	52,499	0
18 Administrative Services									
30 Operating Expenditures	7,500	7,500	0	8,025	525	8,025	0	8,025	0
18 Administrative Services	7,500	7,500	0	8,025	525	8,025	0	8,025	0
29 Community Support Services									
30 Operating Expenditures	190,100	190,100	0	190,100	0	190,100	0	190,100	0
29 Community Support Services	190,100	190,100	0	190,100	0	190,100	0	190,100	0
41 Recreation									
10 Personal Services	488,137	465,443	-22,694	475,971	10,528	475,971	0	475,971	0
30 Operating Expenditures	748,526	751,992	3,466	721,992	-30,000	721,992	0	721,992	0
91 Transfers Out to Other Funds	262,000	262,000	0	262,000	0	262,000	0	262,000	0
41 Recreation	1,498,663	1,479,435	-19,228	1,459,963	-19,472	1,459,963	0	1,459,963	0
55 Environmental Protection									
10 Personal Services	397,582	381,089	-16,493	374,094	-6,995	374,094	0	374,094	0
30 Operating Expenditures	109,783	105,735	-4,048	94,175	-11,560	94,175	0	94,175	0
55 Environmental Protection	507,365	486,824	-20,541	468,269	-18,555	468,269	0	468,269	0
65 Growth Management									
10 Personal Services	1,239,081	1,187,924	-51,157	1,188,911	987	1,188,911	0	1,188,911	0
30 Operating Expenditures	283,916	285,668	1,752	285,668	0	285,668	0	285,668	0
65 Growth Management	1,522,997	1,473,592	-49,405	1,474,579	987	1,474,579	0	1,474,579	0
68 Public Works									
10 Personal Services	376,185	361,480	-14,705	356,785	-4,695	356,785	0	356,785	0

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
008 MSTU-Unincorporated Services									
68 Public Works									
30 Operating Expenditures	109,933	109,905	-28	109,905	0	109,905	0	109,905	0
60 Capital Outlay	0	850	850	850	0	850	0	850	0
68 Public Works	486,118	472,235	-13,883	467,540	-4,695	467,540	0	467,540	0
79 Road And Bridge									
10 Personal Services	61,983	66,544	4,561	68,011	1,467	68,011	0	68,011	0
30 Operating Expenditures	239,498	240,124	626	180,124	-60,000	180,124	0	180,124	0
79 Road And Bridge	301,481	306,668	5,187	248,135	-58,533	248,135	0	248,135	0
008 MSTU-Unincorporated Services	5,951,469	5,878,266	-73,203	5,841,450	-36,816	5,841,450	0	5,841,450	0
009 MSTU-Law Enforcement									
04 Non-Departmental Special Expense									
30 Operating Expenditures	199,033	199,033	0	199,033	0	199,033	0	199,033	0
99 Appropriated Reserves	0	2,230,200	2,230,200	786,086	-1,444,114	786,086	0	786,086	0
04 Non-Departmental Special Expense	199,033	2,429,233	2,230,200	985,119	-1,444,114	985,119	0	985,119	0
71 Sheriff									
30 Operating Expenditures	255,608	255,608	0	130,989	-124,619	130,989	0	130,989	0
91 Transfers Out to Other Funds	1,699,575	1,809,083	109,508	1,883,443	74,360	1,883,443	0	1,883,443	0
92 Transfer to Constitutional Offices	14,655,645	14,032,858	-622,787	14,655,645	622,787	14,655,645	0	14,655,645	0
99 Appropriated Reserves	932,186	0	-932,186	0	0	0	0	0	0
71 Sheriff	17,543,014	16,097,549	-1,445,465	16,670,077	572,528	16,670,077	0	16,670,077	0
009 MSTU-Law Enforcement	17,742,047	18,526,782	784,735	17,655,196	-871,586	17,655,196	0	17,655,196	0
010 CHOICES Program									
29 Community Support Services									
10 Personal Services	677,447	648,390	-29,057	662,470	14,080	662,470	0	662,470	0
30 Operating Expenditures	7,813,704	7,813,757	53	7,813,757	0	7,813,757	0	7,813,757	0
29 Community Support Services	8,491,151	8,462,147	-29,004	8,476,227	14,080	8,476,227	0	8,476,227	0
010 CHOICES Program	8,491,151	8,462,147	-29,004	8,476,227	14,080	8,476,227	0	8,476,227	0

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
011 MSTU - Fire Services									
00 Non-Departmental									
91 Transfers Out to Other Funds	500,000	500,000	0	500,000	0	500,000	0	500,000	0
00 Non-Departmental	500,000	500,000	0	500,000	0	500,000	0	500,000	0
04 Non-Departmental Special Expense									
30 Operating Expenditures	141,424	141,424	0	141,424	0	141,424	0	141,424	0
99 Appropriated Reserves	327,059	327,059	0	1,248,474	921,415	1,248,474	0	1,248,474	0
04 Non-Departmental Special Expense	468,483	468,483	0	1,389,898	921,415	1,389,898	0	1,389,898	0
18 Administrative Services									
30 Operating Expenditures	68,250	68,250	0	72,771	4,521	72,771	0	72,771	0
18 Administrative Services	68,250	68,250	0	72,771	4,521	72,771	0	72,771	0
54 Fire Rescue									
10 Personal Services	9,019,118	8,626,533	-392,585	8,793,868	167,335	8,793,868	0	8,793,868	0
30 Operating Expenditures	3,937,480	3,614,856	-322,624	3,646,166	31,310	3,646,166	0	3,646,166	0
60 Capital Outlay	71,650	71,650	0	333,650	262,000	333,650	0	333,650	0
91 Transfers Out to Other Funds	261,127	246,308	-14,819	286,161	39,853	286,161	0	286,161	0
54 Fire Rescue	13,289,375	12,559,347	-730,028	13,059,845	500,498	13,059,845	0	13,059,845	0
011 MSTU - Fire Services	14,326,108	13,596,080	-730,028	15,022,514	1,426,434	15,022,514	0	15,022,514	0
024 Metamorphosis July 2010---June 2011									
36 Court Services									
10 Personal Services	445,451	0	-445,451	0	0	0	0	0	0
36 Court Services	445,451	0	-445,451	0	0	0	0	0	0
024 Metamorphosis July 2010---June 2011	445,451	0	-445,451	0	0	0	0	0	0
037 State Court Facilities Capital Preservation (FS 318.18)									
31 Court Related									
30 Operating Expenditures	645,000	40,000	-605,000	40,000	0	40,000	0	40,000	0
31 Court Related	645,000	40,000	-605,000	40,000	0	40,000	0	40,000	0

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
037 State Court Facilities Capital Preservation (FS 318.18)									
33 Court Administration									
30 Operating Expenditures	65,000	65,000	0	65,000	0	65,000	0	65,000	0
33 Court Administration	65,000	65,000	0	65,000	0	65,000	0	65,000	0
34 State Attorney									
30 Operating Expenditures	30,000	30,000	0	30,000	0	30,000	0	30,000	0
34 State Attorney	30,000	30,000	0	30,000	0	30,000	0	30,000	0
35 Public Defender									
30 Operating Expenditures	30,000	30,000	0	30,000	0	30,000	0	30,000	0
35 Public Defender	30,000	30,000	0	30,000	0	30,000	0	30,000	0
37 Clerk of Courts									
30 Operating Expenditures	30,000	30,000	0	30,000	0	30,000	0	30,000	0
37 Clerk of Courts	30,000	30,000	0	30,000	0	30,000	0	30,000	0
99 Capital Projects									
30 Operating Expenditures	0	605,000	605,000	605,000	0	605,000	0	605,000	0
99 Capital Projects	0	605,000	605,000	605,000	0	605,000	0	605,000	0
037 State Court Facilities Capital Preservation (FS 318.18)	800,000	800,000	0	800,000	0	800,000	0	800,000	0
040 Criminal Justice Diversion Resource Coord.									
36 Court Services									
10 Personal Services	4,870	2,836	-2,034	4,870	2,034	4,870	0	4,870	0
30 Operating Expenditures	6,633	6,633	0	6,633	0	6,633	0	6,633	0
36 Court Services	11,503	9,469	-2,034	11,503	2,034	11,503	0	11,503	0
040 Criminal Justice Diversion Resource Coord.	11,503	9,469	-2,034	11,503	2,034	11,503	0	11,503	0
043 Boating Improvement Program									
41 Recreation									
60 Capital Outlay	57,000	57,000	0	57,000	0	57,000	0	57,000	0

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
043 Boating Improvement Program									
41 Recreation	57,000	57,000	0	57,000	0	57,000	0	57,000	0
043 Boating Improvement Program	**57,000**	**57,000**	**0**	**57,000**	**0**	**57,000**	**0**	**57,000**	**0**
057 Sugarfoot Preserve Special Assessment									
04 Non-Departmental Special Expense									
99 Appropriated Reserves	0	3,100	3,100	3,100	0	3,100	0	3,100	0
04 Non-Departmental Special Expense	0	3,100	3,100	3,100	0	3,100	0	3,100	0
29 Community Support Services									
30 Operating Expenditures	43,000	43,000	0	43,000	0	43,000	0	43,000	0
99 Appropriated Reserves	3,100	3,100	0	0	-3,100	0	0	0	0
29 Community Support Services	46,100	46,100	0	43,000	-3,100	43,000	0	43,000	0
057 Sugarfoot Preserve Special Assessment	**46,100**	**49,200**	**3,100**	**46,100**	**-3,100**	**46,100**	**0**	**46,100**	**0**
061 Florida Council Against Sexual Violence									
29 Community Support Services									
10 Personal Services	10,000	10,000	0	10,000	0	10,000	0	10,000	0
30 Operating Expenditures	15,005	15,005	0	15,005	0	15,005	0	15,005	0
29 Community Support Services	25,005	25,005	0	25,005	0	25,005	0	25,005	0
061 Florida Council Against Sexual Violence	**25,005**	**25,005**	**0**	**25,005**	**0**	**25,005**	**0**	**25,005**	**0**
066 Judicial Circuitwide Transactions									
33 Court Administration									
10 Personal Services	191,351	184,171	-7,180	188,355	4,184	188,355	0	188,355	0
30 Operating Expenditures	76,590	90,183	13,593	90,183	0	90,183	0	90,183	0
60 Capital Outlay	9,234	9,234	0	9,234	0	9,234	0	9,234	0
33 Court Administration	277,175	283,588	6,413	287,772	4,184	287,772	0	287,772	0
34 State Attorney									
30 Operating Expenditures	90,505	82,757	-7,748	82,757	0	82,757	0	82,757	0
60 Capital Outlay	4,355	5,032	677	5,032	0	5,032	0	5,032	0
34 State Attorney	94,860	87,789	-7,071	87,789	0	87,789	0	87,789	0

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
066 Judicial Circuitwide Transactions									
35 Public Defender									
30 Operating Expenditures	16,537	16,471	-66	16,471	0	16,471	0	16,471	0
35 Public Defender	16,537	16,471	-66	16,471	0	16,471	0	16,471	0
066 Judicial Circuitwide Transactions	388,572	**387,848**	**-724**	**392,032**	**4,184**	**392,032**	**0**	**392,032**	**0**
067 RSVP FY12									
29 Community Support Services									
10 Personal Services	0	88,883	88,883	91,019	2,136	91,019	0	91,019	0
30 Operating Expenditures	0	89,046	89,046	89,046	0	89,046	0	89,046	0
29 Community Support Services	0	177,929	177,929	180,065	2,136	180,065	0	180,065	0
067 RSVP FY12	0	**177,929**	**177,929**	**180,065**	**2,136**	**180,065**	**0**	**180,065**	**0**
068 VOCA FY12									
29 Community Support Services									
10 Personal Services	0	196,189	196,189	200,762	4,573	200,762	0	200,762	0
30 Operating Expenditures	0	2,244	2,244	2,244	0	2,244	0	2,244	0
29 Community Support Services	0	198,433	198,433	203,006	4,573	203,006	0	203,006	0
068 VOCA FY12	0	**198,433**	**198,433**	**203,006**	**4,573**	**203,006**	**0**	**203,006**	**0**
069 FGP FY13									
29 Community Support Services									
10 Personal Services	0	354,279	354,279	356,697	2,418	356,697	0	356,697	0
30 Operating Expenditures	0	142,096	142,096	142,096	0	142,096	0	142,096	0
29 Community Support Services	0	496,375	496,375	498,793	2,418	498,793	0	498,793	0
069 FGP FY13	0	**496,375**	**496,375**	**498,793**	**2,418**	**498,793**	**0**	**498,793**	**0**
070 FDEP Small Quantity Generator Grant									
55 Environmental Protection									
30 Operating Expenditures	6,108	6,108	0	6,108	0	6,108	0	6,108	0
60 Capital Outlay	3,892	3,892	0	3,892	0	3,892	0	3,892	0

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
070 FDEP Small Quantity Generator Grant									
55 Environmental Protection	10,000	10,000	0	10,000	0	10,000	0	10,000	0
070 FDEP Small Quantity Generator Grant	**10,000**	**10,000**	**0**	**10,000**	**0**	**10,000**	**0**	**10,000**	**0**
072 Intergovernmental Radio Communication Program									
54 Fire Rescue									
30 Operating Expenditures	91,236	91,236	0	93,250	2,014	93,250	0	93,250	0
54 Fire Rescue	91,236	91,236	0	93,250	2,014	93,250	0	93,250	0
71 Sheriff									
30 Operating Expenditures	333,764	333,764	0	331,750	-2,014	331,750	0	331,750	0
71 Sheriff	333,764	333,764	0	331,750	-2,014	331,750	0	331,750	0
072 Intergovernmental Radio Communication Program	**425,000**	**425,000**	**0**	**425,000**	**0**	**425,000**	**0**	**425,000**	**0**
073 Teen Court/Other Juvenile Programs 939.185									
71 Sheriff									
92 Transfer to Constitutional Offices	68,700	62,000	-6,700	62,000	0	62,000	0	62,000	0
71 Sheriff	68,700	62,000	-6,700	62,000	0	62,000	0	62,000	0
073 Teen Court/Other Juvenile Programs 939.185	**68,700**	**62,000**	**-6,700**	**62,000**	**0**	**62,000**	**0**	**62,000**	**0**
075 Innovative Court Program 939.185									
33 Court Administration									
10 Personal Services	73,974	50,876	-23,098	52,018	1,142	52,018	0	52,018	0
30 Operating Expenditures	0	11,124	11,124	9,982	-1,142	9,982	0	9,982	0
33 Court Administration	73,974	62,000	-11,974	62,000	0	62,000	0	62,000	0
075 Innovative Court Program 939.185	**73,974**	**62,000**	**-11,974**	**62,000**	**0**	**62,000**	**0**	**62,000**	**0**
076 Court Technology 28.24									
31 Court Related									
99 Appropriated Reserves	71,000	0	-71,000	0	0	0	0	0	0

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
076 Court Technology 28.24									
31 Court Related	71,000	0	-71,000	0	0	0	0	0	0
33 Court Administration									
10 Personal Services	0	0	0	40,569	40,569	40,569	0	40,569	0
30 Operating Expenditures	84,315	68,493	-15,822	96,746	28,253	96,746	0	96,746	0
60 Capital Outlay	14,685	14,685	0	14,685	0	14,685	0	14,685	0
33 Court Administration	99,000	83,178	-15,822	152,000	68,822	152,000	0	152,000	0
34 State Attorney									
30 Operating Expenditures	90,000	76,274	-13,726	91,200	14,926	91,200	0	91,200	0
34 State Attorney	90,000	76,274	-13,726	91,200	14,926	91,200	0	91,200	0
35 Public Defender									
30 Operating Expenditures	57,500	44,158	-13,342	59,300	15,142	59,300	0	59,300	0
60 Capital Outlay	2,500	1,500	-1,000	1,500	0	1,500	0	1,500	0
35 Public Defender	60,000	45,658	-14,342	60,800	15,142	60,800	0	60,800	0
39 Regional Conflict Counsel									
30 Operating Expenditures	0	2,800	2,800	5,400	2,600	5,400	0	5,400	0
60 Capital Outlay	0	0	0	10,600	10,600	10,600	0	10,600	0
39 Regional Conflict Counsel	0	2,800	2,800	16,000	13,200	16,000	0	16,000	0
076 Court Technology 28.24	320,000	207,910	-112,090	320,000	112,090	320,000	0	320,000	0
087 NPDES Stormwater Cleanup									
55 Environmental Protection									
10 Personal Services	65,311	61,730	-3,581	63,183	1,453	63,183	0	63,183	0
30 Operating Expenditures	60,292	62,564	2,272	61,111	-1,453	61,111	0	61,111	0
60 Capital Outlay	9,706	9,706	0	9,706	0	9,706	0	9,706	0
55 Environmental Protection	135,309	134,000	-1,309	134,000	0	134,000	0	134,000	0
087 NPDES Stormwater Cleanup	135,309	134,000	-1,309	134,000	0	134,000	0	134,000	0
088 DCA Federal EMPG (7/1/10-6/30/11)									
54 Fire Rescue									

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
088 DCA Federal EMPG (7/1/10-6/30/11)									
54 Fire Rescue									
10 Personal Services	33,140	0	-33,140	0	0	0	0	0	0
30 Operating Expenditures	35,206	0	-35,206	0	0	0	0	0	0
60 Capital Outlay	8,500	0	-8,500	0	0	0	0	0	0
54 Fire Rescue	76,846	0	-76,846	0	0	0	0	0	0
088 DCA Federal EMPG (7/1/10-6/30/11)	76,846	**0**	**-76,846**	**0**	**0**	**0**	**0**	**0**	**0**
089 EMPG Federal Grant - 7/11 - 6/12									
54 Fire Rescue									
10 Personal Services	11,047	0	-11,047	0	0	0	0	0	0
30 Operating Expenditures	11,736	55,437	43,701	55,437	0	55,437	0	55,437	0
60 Capital Outlay	2,832	20,773	17,941	20,773	0	20,773	0	20,773	0
54 Fire Rescue	25,615	76,210	50,595	76,210	0	76,210	0	76,210	0
089 EMPG Federal Grant - 7/11 - 6/12	25,615	**76,210**	**50,595**	**76,210**	**0**	**76,210**	**0**	**76,210**	**0**
093 FDLE Probation & Pretrial Counseling Services									
36 Court Services									
10 Personal Services	46,550	44,844	-1,706	45,920	1,076	45,920	0	45,920	0
30 Operating Expenditures	9,861	9,861	0	9,861	0	9,861	0	9,861	0
36 Court Services	56,411	54,705	-1,706	55,781	1,076	55,781	0	55,781	0
093 FDLE Probation & Pretrial Counseling Services	56,411	**54,705**	**-1,706**	**55,781**	**1,076**	**55,781**	**0**	**55,781**	**0**
095 State EMPA Grant (7/1/12-6/30/13)									
54 Fire Rescue									
10 Personal Services	0	10,648	10,648	10,893	245	10,893	0	10,893	0
30 Operating Expenditures	0	14,803	14,803	14,803	0	14,803	0	14,803	0
60 Capital Outlay	0	1,000	1,000	1,000	0	1,000	0	1,000	0
54 Fire Rescue	0	26,451	26,451	26,696	245	26,696	0	26,696	0
095 State EMPA Grant (7/1/12-6/30/13)	0	**26,451**	**26,451**	**26,696**	**245**	**26,696**	**0**	**26,696**	**0**
096 Federal EMPG Grant ((7/1/12-6/30/13)									

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
096 Federal EMPG Grant ((7/1/12-6/30/13)									
54 Fire Rescue									
30 Operating Expenditures	0	20,403	20,403	20,403	0	20,403	0	20,403	0
60 Capital Outlay	0	5,000	5,000	5,000	0	5,000	0	5,000	0
54 Fire Rescue	0	25,403	25,403	25,403	0	25,403	0	25,403	0
096 Federal EMPG Grant ((7/1/12-6/30/13)	0	**25,403**	**25,403**	**25,403**	**0**	**25,403**	**0**	**25,403**	**0**
100 DOJ - No Wrong Door									
36 Court Services									
10 Personal Services	34,578	33,249	-1,329	34,124	875	34,124	0	34,124	0
30 Operating Expenditures	137,081	137,081	0	137,081	0	137,081	0	137,081	0
36 Court Services	171,659	170,330	-1,329	171,205	875	171,205	0	171,205	0
100 DOJ - No Wrong Door	171,659	**170,330**	**-1,329**	**171,205**	**875**	**171,205**	**0**	**171,205**	**0**
106 Slosberg Driver Education Safety									
36 Court Services									
30 Operating Expenditures	300,000	300,000	0	300,000	0	300,000	0	300,000	0
36 Court Services	300,000	300,000	0	300,000	0	300,000	0	300,000	0
106 Slosberg Driver Education Safety	300,000	**300,000**	**0**	**300,000**	**0**	**300,000**	**0**	**300,000**	**0**
115 Justice Assistance Grant FY09									
36 Court Services									
10 Personal Services	46,550	44,790	-1,760	45,866	1,076	45,866	0	45,866	0
30 Operating Expenditures	826	826	0	826	0	826	0	826	0
36 Court Services	47,376	45,616	-1,760	46,692	1,076	46,692	0	46,692	0
115 Justice Assistance Grant FY09	47,376	**45,616**	**-1,760**	**46,692**	**1,076**	**46,692**	**0**	**46,692**	**0**
116 FDEP Ambient Groundwater									
55 Environmental Protection									
30 Operating Expenditures	11,000	11,000	0	11,000	0	11,000	0	11,000	0
55 Environmental Protection	11,000	11,000	0	11,000	0	11,000	0	11,000	0

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
116 FDEP Ambient Groundwater	11,000	**11,000**	**0**	**11,000**	**0**	**11,000**	**0**	**11,000**	**0**

122 State EMS Trust (3/1/11-2/28/12)

54 Fire Rescue									
30 Operating Expenditures	46,625	30,486	-16,139	30,486	0	30,486	0	30,486	0
60 Capital Outlay	61,605	8,359	-53,246	8,359	0	8,359	0	8,359	0
54 Fire Rescue	108,230	38,845	-69,385	38,845	0	38,845	0	38,845	0
122 State EMS Trust (3/1/11-2/28/12)	108,230	**38,845**	**-69,385**	**38,845**	**0**	**38,845**	**0**	**38,845**	**0**

124 CDBG FY 08 Disaster Recovery Grant

65 Growth Management									
10 Personal Services	11,602	10,250	-1,352	0	-10,250	0	0	0	0
65 Growth Management	11,602	**10,250**	-1,352	0	-10,250	0	0	0	0
124 CDBG FY 08 Disaster Recovery Grant	11,602	**10,250**	**-1,352**	**0**	**-10,250**	**0**	**0**	**0**	**0**

125 FDEP Tank Inspection Contract

55 Environmental Protection									
10 Personal Services	103,494	73,025	-30,469	73,441	416	73,441	0	73,441	0
30 Operating Expenditures	33,662	31,975	-1,687	31,559	-416	31,559	0	31,559	0
55 Environmental Protection	137,156	105,000	-32,156	105,000	0	105,000	0	105,000	0
125 FDEP Tank Inspection Contract	137,156	**105,000**	**-32,156**	**105,000**	**0**	**105,000**	**0**	**105,000**	**0**

126 E911 Wireless Fund

04 Non-Departmental Special Expense									
99 Appropriated Reserves	0	0	0	177,991	177,991	177,991	0	177,991	0
04 Non-Departmental Special Expense	0	0	0	177,991	177,991	177,991	0	177,991	0
54 Fire Rescue									
10 Personal Services	337,053	323,895	-13,158	331,708	7,813	331,708	0	331,708	0
30 Operating Expenditures	583,851	513,903	-69,948	513,903	0	513,903	0	513,903	0
60 Capital Outlay	90,000	40,000	-50,000	40,000	0	40,000	0	40,000	0
91 Transfers Out to Other Funds	100,000	100,000	0	100,000	0	100,000	0	100,000	0
99 Appropriated Reserves	7,708	177,991	170,283	0	-177,991	0	0	0	0

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
126 E911 Wireless Fund									
54 Fire Rescue	1,118,612	1,155,789	37,177	985,611	-170,178	985,611	0	985,611	0
126 E911 Wireless Fund	1,118,612	**1,155,789**	**37,177**	**1,163,602**	**7,813**	**1,163,602**	**0**	**1,163,602**	**0**
128 Ala Cnty Fairgrounds Mgmt									
18 Administrative Services									
30 Operating Expenditures	80,000	80,000	0	74,900	-5,100	74,900	0	74,900	0
18 Administrative Services	80,000	80,000	0	74,900	-5,100	74,900	0	74,900	0
41 Recreation									
10 Personal Services	19,931	19,233	-698	19,686	453	19,686	0	19,686	0
30 Operating Expenditures	40,000	40,801	801	45,448	4,647	45,448	0	45,448	0
41 Recreation	59,931	60,034	103	65,134	5,100	65,134	0	65,134	0
128 Ala Cnty Fairgrounds Mgmt	139,931	**140,034**	**103**	**140,034**	**0**	**140,034**	**0**	**140,034**	**0**
138 Metamorphosis - July 2011 - June 2012									
18 Administrative Services									
30 Operating Expenditures	26,830	23,450	-3,380	23,450	0	23,450	0	23,450	0
18 Administrative Services	26,830	23,450	-3,380	23,450	0	23,450	0	23,450	0
36 Court Services									
10 Personal Services	8,991	318,310	309,319	336,427	18,117	336,427	0	336,427	0
30 Operating Expenditures	181,041	133,018	-48,023	133,018	0	133,018	0	133,018	0
36 Court Services	190,032	451,328	261,296	469,445	18,117	469,445	0	469,445	0
138 Metamorphosis - July 2011 - June 2012	216,862	**474,778**	**257,916**	**492,895**	**18,117**	**492,895**	**0**	**492,895**	**0**
143 Metamorphosis 7/12 - 6/13									
18 Administrative Services									
30 Operating Expenditures	0	7,490	7,490	7,490	0	7,490	0	7,490	0
18 Administrative Services	0	7,490	7,490	7,490	0	7,490	0	7,490	0
36 Court Services									
10 Personal Services	0	106,104	106,104	112,142	6,038	112,142	0	112,142	0

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
143 Metamorphosis 7/12 - 6/13									
36 Court Services									
30 Operating Expenditures	0	47,681	47,681	47,681	0	47,681	0	47,681	0
36 Court Services	0	153,785	153,785	159,823	6,038	159,823	0	159,823	0
143 Metamorphosis 7/12 - 6/13	**0**	**161,275**	**161,275**	**167,313**	**6,038**	**167,313**	**0**	**167,313**	**0**
144 Combined Communication Center									
71 Sheriff									
60 Capital Outlay	0	0	0	651,425	651,425	651,425	0	651,425	0
92 Transfer to Constitutional Offices	6,903,256	6,601,873	-301,383	6,903,256	301,383	6,903,256	0	6,903,256	0
71 Sheriff	6,903,256	6,601,873	-301,383	7,554,681	952,808	7,554,681	0	7,554,681	0
144 Combined Communication Center	6,903,256	**6,601,873**	**-301,383**	**7,554,681**	**952,808**	**7,554,681**	**0**	**7,554,681**	**0**
148 MSBU-Refuse Collection									
04 Non-Departmental Special Expense									
99 Appropriated Reserves	0	4,448,747	4,448,747	4,113,067	-335,680	4,113,067	0	4,113,067	0
04 Non-Departmental Special Expense	0	4,448,747	4,448,747	4,113,067	-335,680	4,113,067	0	4,113,067	0
76 Waste Management									
10 Personal Services	418,480	400,168	-18,312	409,225	9,057	409,225	0	409,225	0
30 Operating Expenditures	5,439,636	5,275,967	-163,669	5,041,384	-234,583	5,041,384	0	5,041,384	0
60 Capital Outlay	7,900	7,900	0	7,900	0	7,900	0	7,900	0
99 Appropriated Reserves	4,104,822	0	-4,104,822	0	0	0	0	0	0
76 Waste Management	9,970,838	5,684,035	-4,286,803	5,458,509	-225,526	5,458,509	0	5,458,509	0
148 MSBU-Refuse Collection	9,970,838	**10,132,782**	**161,944**	**9,571,576**	**-561,206**	**9,571,576**	**0**	**9,571,576**	**0**
149 Gas Tax									
04 Non-Departmental Special Expense									
99 Appropriated Reserves	0	623,654	623,654	517,154	-106,500	460,154	-57,000	460,154	0
04 Non-Departmental Special Expense	0	623,654	623,654	517,154	-106,500	460,154	-57,000	460,154	0
18 Administrative Services									

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
149 Gas Tax									
18 Administrative Services									
30 Operating Expenditures	80,838	80,838	0	80,588	-250	80,588	0	80,588	0
18 Administrative Services	80,838	80,838	0	80,588	-250	80,588	0	80,588	0
65 Growth Management									
30 Operating Expenditures	14,600	14,600	0	14,600	0	14,600	0	14,600	0
65 Growth Management	14,600	14,600	0	14,600	0	14,600	0	14,600	0
79 Road And Bridge									
10 Personal Services	4,348,853	4,192,920	-155,933	4,299,670	106,750	4,299,670	0	4,299,670	0
30 Operating Expenditures	5,294,157	5,384,057	89,900	5,384,057	0	5,384,057	0	5,384,057	0
60 Capital Outlay	49,375	47,025	-2,350	47,025	0	47,025	0	47,025	0
99 Appropriated Reserves	1,060,899	0	-1,060,899	0	0	0	0	0	0
79 Road And Bridge	10,753,284	9,624,002	-1,129,282	9,730,752	106,750	9,730,752	0	9,730,752	0
149 Gas Tax	10,848,722	**10,343,094**	**-505,628**	**10,343,094**	**0**	**10,286,094**	**-57,000**	**10,286,094**	**0**
150 TD-4th & 6th Cent TD Tax									
45 Ecomonic Environment									
10 Personal Services	368,819	377,223	8,404	385,901	8,678	385,901	0	385,901	0
30 Operating Expenditures	787,349	727,655	-59,694	718,977	-8,678	718,977	0	718,977	0
60 Capital Outlay	3,000	3,000	0	3,000	0	3,000	0	3,000	0
91 Transfers Out to Other Funds	170,034	170,034	0	170,034	0	170,034	0	170,034	0
99 Appropriated Reserves	8,182	0	-8,182	0	0	0	0	0	0
45 Ecomonic Environment	1,337,384	1,277,912	-59,472	1,277,912	0	1,277,912	0	1,277,912	0
150 TD-4th & 6th Cent TD Tax	1,337,384	**1,277,912**	**-59,472**	**1,277,912**	**0**	**1,277,912**	**0**	**1,277,912**	**0**
159 Law Enforcement Training									
71 Sheriff									
92 Transfer to Constitutional Offices	180,643	185,000	4,357	185,000	0	185,000	0	185,000	0
71 Sheriff	180,643	**185,000**	**4,357**	**185,000**	**0**	**185,000**	**0**	**185,000**	**0**
159 Law Enforcement Training	180,643	**185,000**	**4,357**	**185,000**	**0**	**185,000**	**0**	**185,000**	**0**

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
161 Law Enforcement Trust									
71 Sheriff									
30 Operating Expenditures	11,500	15,000	3,500	15,000	0	15,000	0	15,000	0
80 Grants And Aid	55,000	20,000	-35,000	20,000	0	20,000	0	20,000	0
71 Sheriff	66,500	35,000	-31,500	35,000	0	35,000	0	35,000	0
161 Law Enforcement Trust	66,500	**35,000**	**-31,500**	**35,000**	**0**	**35,000**	**0**	**35,000**	**0**
164 FEMA Disaster Relief									
54 Fire Rescue									
30 Operating Expenditures	0	64,869	64,869	64,869	0	64,869	0	64,869	0
54 Fire Rescue	0	64,869	64,869	64,869	0	64,869	0	64,869	0
164 FEMA Disaster Relief	0	**64,869**	**64,869**	**64,869**	**0**	**64,869**	**0**	**64,869**	**0**
167 Donation Fund									
25 Animal Services									
30 Operating Expenditures	60,000	60,000	0	60,000	0	60,000	0	60,000	0
60 Capital Outlay	5,000	5,000	0	5,000	0	5,000	0	5,000	0
25 Animal Services	65,000	65,000	0	65,000	0	65,000	0	65,000	0
29 Community Support Services									
30 Operating Expenditures	20,000	20,000	0	20,000	0	20,000	0	20,000	0
29 Community Support Services	20,000	20,000	0	20,000	0	20,000	0	20,000	0
33 Court Administration									
30 Operating Expenditures	5,000	5,000	0	5,000	0	5,000	0	5,000	0
33 Court Administration	5,000	5,000	0	5,000	0	5,000	0	5,000	0
36 Court Services									
30 Operating Expenditures	1,500	1,500	0	1,500	0	1,500	0	1,500	0
36 Court Services	1,500	1,500	0	1,500	0	1,500	0	1,500	0
54 Fire Rescue									
30 Operating Expenditures	5,450	9,184	3,734	9,184	0	9,184	0	9,184	0

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
167 Donation Fund									
54 Fire Rescue									
60 Capital Outlay	0	5,441	5,441	5,441	0	5,441	0	5,441	0
54 Fire Rescue	5,450	14,625	9,175	14,625	0	14,625	0	14,625	0
68 Public Works									
30 Operating Expenditures	3,500	0	-3,500	0	0	0	0	0	0
68 Public Works	3,500	0	-3,500	0	0	0	0	0	0
76 Waste Management									
30 Operating Expenditures	0	3,500	3,500	3,500	0	3,500	0	3,500	0
76 Waste Management	0	3,500	3,500	3,500	0	3,500	0	3,500	0
167 Donation Fund	100,450	**109,625**	**9,175**	**109,625**	**0**	**109,625**	**0**	**109,625**	**0**
168 Tourist Development Tax Fund									
45 Ecomonic Environment									
30 Operating Expenditures	672,584	638,956	-33,628	638,956	0	638,956	0	638,956	0
45 Ecomonic Environment	672,584	638,956	-33,628	638,956	0	638,956	0	638,956	0
168 Tourist Development Tax Fund	672,584	**638,956**	**-33,628**	**638,956**	**0**	**638,956**	**0**	**638,956**	**0**
171 Supervisor Of Elections									
12 Supervisor Of Elections									
10 Personal Services	1,178,470	1,153,179	-25,291	1,399,163	245,984	1,399,163	0	1,399,163	0
30 Operating Expenditures	555,207	559,564	4,357	680,564	121,000	680,564	0	680,564	0
91 Transfers Out to Other Funds	5,000	5,000	0	5,000	0	5,000	0	5,000	0
12 Supervisor Of Elections	1,738,677	1,717,743	-20,934	2,084,727	366,984	2,084,727	0	2,084,727	0
171 Supervisor Of Elections	1,738,677	**1,717,743**	**-20,934**	**2,084,727**	**366,984**	**2,084,727**	**0**	**2,084,727**	**0**
178 Hazardous Materials Code-Environmental Protection									
55 Environmental Protection									
10 Personal Services	141,764	138,242	-3,522	146,033	7,791	146,033	0	146,033	0
30 Operating Expenditures	86,216	83,210	-3,006	75,419	-7,791	75,419	0	75,419	0

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
178 Hazardous Materials Code-Environmental Protection									
55 Environmental Protection									
60 Capital Outlay	1,448	1,448	0	1,448	0	1,448	0	1,448	0
55 Environmental Protection	229,428	222,900	-6,528	222,900	0	222,900	0	222,900	0
178 Hazardous Materials Code-Environmental Protection	229,428	222,900	-6,528	222,900	0	222,900	0	222,900	0
190 RSVP FY10									
29 Community Support Services									
30 Operating Expenditures	0	0	0	0	0	0	0	0	0
29 Community Support Services	0	0	0	0	0	0	0	0	0
190 RSVP FY10	0	0	0	0	0	0	0	0	0
191 VOCA FY11									
29 Community Support Services									
10 Personal Services	204,080	0	-204,080	0	0	0	0	0	0
30 Operating Expenditures	2,190	0	-2,190	0	0	0	0	0	0
29 Community Support Services	206,270	0	-206,270	0	0	0	0	0	0
191 VOCA FY11	206,270	0	-206,270	0	0	0	0	0	0
192 Foster Grandparents April 2010 - March 2011									
29 Community Support Services									
10 Personal Services	128,521	0	-128,521	0	0	0	0	0	0
29 Community Support Services	128,521	0	-128,521	0	0	0	0	0	0
192 Foster Grandparents April 2010 - March 2011	128,521	0	-128,521	0	0	0	0	0	0
193 Hazardous Materials									
54 Fire Rescue									
30 Operating Expenditures	11,182	15,491	4,309	15,491	0	15,491	0	15,491	0
60 Capital Outlay	13,336	18,000	4,664	18,000	0	18,000	0	18,000	0
54 Fire Rescue	24,518	33,491	8,973	33,491	0	33,491	0	33,491	0

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
193 Hazardous Materials	24,518	**33,491**	**8,973**	**33,491**	**0**	**33,491**	**0**	**33,491**	**0**
196 RSVP FY11									
29 Community Support Services									
10 Personal Services	92,525	0	-92,525	0	0	0	0	0	0
30 Operating Expenditures	88,090	0	-88,090	0	0	0	0	0	0
29 Community Support Services	180,615	0	-180,615	0	0	0	0	0	0
196 RSVP FY11	180,615	**0**	**-180,615**	**0**	**0**	**0**	**0**	**0**	**0**
197 Foster Grandparents April 2011-March 2012									
29 Community Support Services									
10 Personal Services	249,030	18,571	-230,459	18,998	427	18,998	0	18,998	0
30 Operating Expenditures	145,359	0	-145,359	0	0	0	0	0	0
29 Community Support Services	394,389	18,571	-375,818	18,998	427	18,998	0	18,998	0
197 Foster Grandparents April 2011-March 2012	394,389	**18,571**	**-375,818**	**18,998**	**427**	**18,998**	**0**	**18,998**	**0**
198 State EMPA Grant (7/1/10-6/30/11)									
54 Fire Rescue									
10 Personal Services	44,279	0	-44,279	0	0	0	0	0	0
30 Operating Expenditures	-2,811	-2,811	0	-2,811	0	-2,811	0	-2,811	0
60 Capital Outlay	2,811	2,811	0	2,811	0	2,811	0	2,811	0
54 Fire Rescue	44,279	0	-44,279	0	0	0	0	0	0
198 State EMPA Grant (7/1/10-6/30/11)	44,279	**0**	**-44,279**	**0**	**0**	**0**	**0**	**0**	**0**
199 State EMPA Grant (7/1/11-6/30/12)									
54 Fire Rescue									
10 Personal Services	0	31,943	31,943	32,677	734	32,677	0	32,677	0
30 Operating Expenditures	41,214	46,412	5,198	46,412	0	46,412	0	46,412	0
60 Capital Outlay	939	1,000	61	1,000	0	1,000	0	1,000	0
54 Fire Rescue	42,153	79,355	37,202	80,089	734	80,089	0	80,089	0
199 State EMPA Grant (7/1/11-6/30/12)	42,153	**79,355**	**37,202**	**80,089**	**734**	**80,089**	**0**	**80,089**	**0**

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
200 General Facilities Capital Preservation									
18 Administrative Services									
30 Operating Expenditures	0	200,000	200,000	541,120	341,120	541,120	0	541,120	0
18 Administrative Services	0	200,000	200,000	541,120	341,120	541,120	0	541,120	0
29 Community Support Services									
30 Operating Expenditures	0	45,000	45,000	45,000	0	45,000	0	45,000	0
29 Community Support Services	0	45,000	45,000	45,000	0	45,000	0	45,000	0
99 Capital Projects									
30 Operating Expenditures	171,120	4,600	-166,520	42,760	38,160	42,760	0	42,760	0
99 Capital Projects	171,120	4,600	-166,520	42,760	38,160	42,760	0	42,760	0
200 General Facilities Capital Preservation	171,120	**249,600**	**78,480**	**628,880**	**379,280**	**628,880**	**0**	**628,880**	**0**
201 FDEP Petroleum Clean-up									
55 Environmental Protection									
10 Personal Services	251,680	241,527	-10,153	140,467	-101,060	140,467	0	140,467	0
30 Operating Expenditures	-3,878	102,763	106,641	89,533	-13,230	89,533	0	89,533	0
55 Environmental Protection	247,802	344,290	96,488	230,000	-114,290	230,000	0	230,000	0
201 FDEP Petroleum Clean-up	247,802	**344,290**	**96,488**	**230,000**	**-114,290**	**230,000**	**0**	**230,000**	**0**
203 CDBG Neighborhood Stabilization Program									
65 Growth Management									
10 Personal Services	26,380	51,733	25,353	18,885	-32,848	18,885	0	18,885	0
65 Growth Management	26,380	51,733	25,353	18,885	-32,848	18,885	0	18,885	0
203 CDBG Neighborhood Stabilization Program	26,380	**51,733**	**25,353**	**18,885**	**-32,848**	**18,885**	**0**	**18,885**	**0**
210 Utility Savings Reinvestment Program									
99 Capital Projects									
30 Operating Expenditures	78,000	78,000	0	78,000	0	78,000	0	78,000	0
99 Capital Projects	78,000	78,000	0	78,000	0	78,000	0	78,000	0

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
210 Utility Savings Reinvestment Program	78,000	**78,000**	**0**	**78,000**	**0**	**78,000**	**0**	**78,000**	**0**
213 CJMJSA Grant FY12/14									
36 Court Services									
30 Operating Expenditures	0	0	0	416,500	416,500	416,500	0	416,500	0
36 Court Services	0	0	0	416,500	416,500	416,500	0	416,500	0
213 CJMJSA Grant FY12/14	0	**0**	**0**	**416,500**	**416,500**	**416,500**	**0**	**416,500**	**0**
216 Child Support Enforcement Incentive Program									
33 Court Administration									
30 Operating Expenditures	5,000	5,000	0	5,000	0	5,000	0	5,000	0
60 Capital Outlay	5,000	5,000	0	5,000	0	5,000	0	5,000	0
33 Court Administration	10,000	10,000	0	10,000	0	10,000	0	10,000	0
216 Child Support Enforcement Incentive Program	10,000	**10,000**	**0**	**10,000**	**0**	**10,000**	**0**	**10,000**	**0**
221 Alcohol & Other Drug Abuse									
36 Court Services									
30 Operating Expenditures	37,200	37,200	0	37,200	0	37,200	0	37,200	0
36 Court Services	37,200	37,200	0	37,200	0	37,200	0	37,200	0
221 Alcohol & Other Drug Abuse	37,200	**37,200**	**0**	**37,200**	**0**	**37,200**	**0**	**37,200**	**0**
234 Choose Life License Plate									
29 Community Support Services									
30 Operating Expenditures	60,000	60,000	0	60,000	0	60,000	0	60,000	0
29 Community Support Services	60,000	60,000	0	60,000	0	60,000	0	60,000	0
234 Choose Life License Plate	60,000	**60,000**	**0**	**60,000**	**0**	**60,000**	**0**	**60,000**	**0**
235 Santa Fe Hills Water System									
04 Non-Departmental Special Expense									
99 Appropriated Reserves	0	19,855	19,855	19,855	0	19,855	0	19,855	0
04 Non-Departmental Special Expense	0	19,855	19,855	19,855	0	19,855	0	19,855	0

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
235 Santa Fe Hills Water System									
56 Public Works									
30 Operating Expenditures	32,645	32,645	0	32,645	0	32,645	0	32,645	0
99 Appropriated Reserves	11,855	0	-11,855	0	0	0	0	0	0
56 Public Works	44,500	32,645	-11,855	32,645	0	32,645	0	32,645	0
235 Santa Fe Hills Water System	44,500	**52,500**	**8,000**	**52,500**	**0**	**52,500**	**0**	**52,500**	**0**
236 FDEP Hazardous Waste Cooperation									
55 Environmental Protection									
30 Operating Expenditures	124,507	136,836	12,329	136,836	0	136,836	0	136,836	0
60 Capital Outlay	40,000	40,000	0	40,000	0	40,000	0	40,000	0
55 Environmental Protection	164,507	176,836	12,329	176,836	0	176,836	0	176,836	0
236 FDEP Hazardous Waste Cooperation	164,507	**176,836**	**12,329**	**176,836**	**0**	**176,836**	**0**	**176,836**	**0**
238 Legal Aid Program									
36 Court Services									
30 Operating Expenditures	74,994	62,000	-12,994	62,000	0	62,000	0	62,000	0
36 Court Services	74,994	62,000	-12,994	62,000	0	62,000	0	62,000	0
238 Legal Aid Program	74,994	**62,000**	**-12,994**	**62,000**	**0**	**62,000**	**0**	**62,000**	**0**
257 Crime Prevention 775.083									
71 Sheriff									
92 Transfer to Constitutional Offices	11,400	22,000	10,600	22,000	0	22,000	0	22,000	0
71 Sheriff	11,400	22,000	10,600	22,000	0	22,000	0	22,000	0
257 Crime Prevention 775.083	11,400	**22,000**	**10,600**	**22,000**	**0**	**22,000**	**0**	**22,000**	**0**
260 SJRWMD Water Conservation - Water Quality									
55 Environmental Protection									
10 Personal Services	0	0	0	0	0	0	0	0	0
55 Environmental Protection	0	0	0	0	0	0	0	0	0

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
260 SJRWMD Water Conservation - Water Quality	0	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
263 GPD Violence Against Women									
29 Community Support Services									
10 Personal Services	46,550	44,844	-1,706	45,920	1,076	45,920	0	45,920	0
29 Community Support Services	46,550	44,844	-1,706	45,920	1,076	45,920	0	45,920	0
263 GPD Violence Against Women	46,550	**44,844**	**-1,706**	**45,920**	**1,076**	**45,920**	**0**	**45,920**	**0**
281 2008 Series Jail Energy Conserv Project Phase II Debt									
04 Non-Departmental Special Expense									
70 Debt Service	0	713,687	713,687	713,687	0	713,687	0	713,687	0
04 Non-Departmental Special Expense	0	713,687	713,687	713,687	0	713,687	0	713,687	0
32 Sheriff-Jail									
70 Debt Service	714,687	0	-714,687	0	0	0	0	0	0
32 Sheriff-Jail	714,687	0	-714,687	0	0	0	0	0	0
281 2008 Series Jail Energy Conserv Project Phase II Debt	714,687	**713,687**	**-1,000**	**713,687**	**0**	**713,687**	**0**	**713,687**	**0**
283 2011 Series 1-5 Cent Lcl Opt Gas Tax Bond Debt									
04 Non-Departmental Special Expense									
70 Debt Service	0	952,161	952,161	952,161	0	952,161	0	952,161	0
99 Appropriated Reserves	0	1,655,385	1,655,385	1,655,385	0	1,655,385	0	1,655,385	0
04 Non-Departmental Special Expense	0	2,607,546	2,607,546	2,607,546	0	2,607,546	0	2,607,546	0
283 2011 Series 1-5 Cent Lcl Opt Gas Tax Bond Debt	0	**2,607,546**	**2,607,546**	**2,607,546**	**0**	**2,607,546**	**0**	**2,607,546**	**0**
295 2003 Series ACForever G.O. Bond Debt									
04 Non-Departmental Special Expense									
30 Operating Expenditures	76,365	0	-76,365	0	0	0	0	0	0
70 Debt Service	4,243,938	0	-4,243,938	0	0	0	0	0	0
04 Non-Departmental Special Expense	4,320,303	0	-4,320,303	0	0	0	0	0	0
295 2003 Series ACForever G.O. Bond Debt	4,320,303	**0**	**-4,320,303**	**0**	**0**	**0**	**0**	**0**	**0**

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
296 2006 Series Gas Tax Revenue Bond Debt									
04 Non-Departmental Special Expense									
70 Debt Service	1,385,760	1,385,410	-350	1,385,410	0	1,385,410	0	1,385,410	0
99 Appropriated Reserves	235,735	235,735	0	235,735	0	235,735	0	235,735	0
04 Non-Departmental Special Expense	1,621,495	1,621,145	-350	1,621,145	0	1,621,145	0	1,621,145	0
79 Road And Bridge									
91 Transfers Out to Other Funds	3,801,740	3,807,090	5,350	3,807,090	0	3,807,090	0	3,807,090	0
79 Road And Bridge	3,801,740	3,807,090	5,350	3,807,090	0	3,807,090	0	3,807,090	0
296 2006 Series Gas Tax Revenue Bond Debt	5,423,235	5,428,235	5,000	5,428,235	0	5,428,235	0	5,428,235	0
297 2007 Series Public Improvement Revenue Bond Debt									
04 Non-Departmental Special Expense									
70 Debt Service	5,343,771	5,342,271	-1,500	5,342,271	0	5,342,271	0	5,342,271	0
91 Transfers Out to Other Funds	6,337,089	6,561,775	224,686	6,213,731	-348,044	6,213,731	0	6,213,731	0
99 Appropriated Reserves	909,962	889,128	-20,834	889,128	0	889,128	0	889,128	0
04 Non-Departmental Special Expense	12,590,822	12,793,174	202,352	12,445,130	-348,044	12,445,130	0	12,445,130	0
297 2007 Series Public Improvement Revenue Bond Debt	12,590,822	12,793,174	202,352	12,445,130	-348,044	12,445,130	0	12,445,130	0
298 2008 Series Gas Tax Revenue Bond									
04 Non-Departmental Special Expense									
70 Debt Service	1,741,407	1,741,407	0	1,741,407	0	1,741,407	0	1,741,407	0
99 Appropriated Reserves	297,568	297,568	0	297,568	0	297,568	0	297,568	0
04 Non-Departmental Special Expense	2,038,975	2,038,975	0	2,038,975	0	2,038,975	0	2,038,975	0
298 2008 Series Gas Tax Revenue Bond	2,038,975	2,038,975	0	2,038,975	0	2,038,975	0	2,038,975	0
299 2010 Series AC Forever Bonds Debt									
04 Non-Departmental Special Expense									
30 Operating Expenditures	0	76,365	76,365	76,365	0	76,365	0	76,365	0
70 Debt Service	0	2,737,858	2,737,858	2,744,488	6,630	2,744,488	0	2,744,488	0
04 Non-Departmental Special Expense	0	2,814,223	2,814,223	2,820,853	6,630	2,820,853	0	2,820,853	0

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
299 2010 Series AC Forever Bonds Debt	0	**2,814,223**	**2,814,223**	**2,820,853**	**6,630**	**2,820,853**	**0**	**2,820,853**	**0**
300 Capital Projects-General									
00 Non-Departmental									
91 Transfers Out to Other Funds	1,278,112	1,276,088	-2,024	1,276,088	0	1,276,088	0	1,276,088	0
00 Non-Departmental	1,278,112	1,276,088	-2,024	1,276,088	0	1,276,088	0	1,276,088	0
31 Court Related									
60 Capital Outlay	0	642,955	642,955	650,000	7,045	650,000	0	650,000	0
31 Court Related	0	642,955	642,955	650,000	7,045	650,000	0	650,000	0
99 Capital Projects									
60 Capital Outlay	996,809	276,998	-719,811	276,998	0	276,998	0	276,998	0
99 Capital Projects	996,809	276,998	-719,811	276,998	0	276,998	0	276,998	0
300 Capital Projects-General	2,274,921	**2,196,041**	**-78,880**	**2,203,086**	**7,045**	**2,203,086**	**0**	**2,203,086**	**0**
318 Parks and Recreation Capital									
00 Non-Departmental									
91 Transfers Out to Other Funds	346,020	348,044	2,024	0	-348,044	0	0	0	0
00 Non-Departmental	346,020	348,044	2,024	0	-348,044	0	0	0	0
41 Recreation									
30 Operating Expenditures	165,980	0	-165,980	0	0	0	0	0	0
60 Capital Outlay	0	0	0	512,000	512,000	512,000	0	512,000	0
41 Recreation	165,980	0	-165,980	512,000	512,000	512,000	0	512,000	0
318 Parks and Recreation Capital	512,000	**348,044**	**-163,956**	**512,000**	**163,956**	**512,000**	**0**	**512,000**	**0**
326 Legacy Lands Program									
55 Environmental Protection									
30 Operating Expenditures	0	3,000	3,000	3,000	0	3,000	0	3,000	0
55 Environmental Protection	0	3,000	3,000	3,000	0	3,000	0	3,000	0
326 Legacy Lands Program	0	**3,000**	**3,000**	**3,000**	**0**	**3,000**	**0**	**3,000**	**0**

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
327 Technology Plan Capital									
16 Information Services									
60 Capital Outlay	200,000	200,000	0	200,000	0	200,000	0	200,000	0
16 Information Services	200,000	200,000	0	200,000	0	200,000	0	200,000	0
327 Technology Plan Capital	200,000	**200,000**	**0**	**200,000**	**0**	**200,000**	**0**	**200,000**	**0**
334 State Court Facilities Capital (FS 318.18)									
99 Capital Projects									
60 Capital Outlay	50,000	50,000	0	50,000	0	50,000	0	50,000	0
99 Capital Projects	50,000	50,000	0	50,000	0	50,000	0	50,000	0
334 State Court Facilities Capital (FS 318.18)	50,000	**50,000**	**0**	**50,000**	**0**	**50,000**	**0**	**50,000**	**0**
336 Impact Fees-NW Transportation District									
65 Growth Management									
10 Personal Services	28,975	27,851	-1,124	28,499	648	28,499	0	28,499	0
30 Operating Expenditures	16,000	16,000	0	15,352	-648	15,352	0	15,352	0
65 Growth Management	44,975	43,851	-1,124	43,851	0	43,851	0	43,851	0
79 Road And Bridge									
60 Capital Outlay	585,939	611,149	25,210	611,149	0	611,149	0	611,149	0
79 Road And Bridge	585,939	611,149	25,210	611,149	0	611,149	0	611,149	0
336 Impact Fees-NW Transportation District	630,914	**655,000**	**24,086**	**655,000**	**0**	**655,000**	**0**	**655,000**	**0**
337 Impact Fees-SW Transportation District									
65 Growth Management									
10 Personal Services	49,259	47,347	-1,912	48,449	1,102	48,449	0	48,449	0
30 Operating Expenditures	15,000	15,000	0	13,898	-1,102	13,898	0	13,898	0
65 Growth Management	64,259	62,347	-1,912	62,347	0	62,347	0	62,347	0
79 Road And Bridge									
60 Capital Outlay	1,191,536	1,242,653	51,117	1,242,653	0	1,242,653	0	1,242,653	0
79 Road And Bridge	1,191,536	1,242,653	51,117	1,242,653	0	1,242,653	0	1,242,653	0

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
337 Impact Fees-SW Transportation District	1,255,795	**1,305,000**	**49,205**	**1,305,000**	**0**	**1,305,000**	**0**	**1,305,000**	**0**
338 Impact Fees-East Transportation District									
65 Growth Management									
10 Personal Services	2,897	2,784	-113	2,849	65	2,849	0	2,849	0
30 Operating Expenditures	9,000	9,000	0	8,935	-65	8,935	0	8,935	0
65 Growth Management	11,897	11,784	-113	11,784	0	11,784	0	11,784	0
79 Road And Bridge									
60 Capital Outlay	139,899	143,216	3,317	143,216	0	143,216	0	143,216	0
79 Road And Bridge	139,899	143,216	3,317	143,216	0	143,216	0	143,216	0
338 Impact Fees-East Transportation District	151,796	**155,000**	**3,204**	**155,000**	**0**	**155,000**	**0**	**155,000**	**0**
339 Impact Fees-Parks									
41 Recreation									
60 Capital Outlay	429,446	95,825	-333,621	95,825	0	95,825	0	95,825	0
41 Recreation	429,446	95,825	-333,621	95,825	0	95,825	0	95,825	0
65 Growth Management									
10 Personal Services	8,693	8,355	-338	8,549	194	8,549	0	8,549	0
30 Operating Expenditures	4,253	4,253	0	4,059	-194	4,059	0	4,059	0
65 Growth Management	12,946	12,608	-338	12,608	0	12,608	0	12,608	0
339 Impact Fees-Parks	442,392	**108,433**	**-333,959**	**108,433**	**0**	**108,433**	**0**	**108,433**	**0**
340 Impact Fees-Fire Facilities									
54 Fire Rescue									
60 Capital Outlay	112,798	213,074	100,276	213,074	0	213,074	0	213,074	0
54 Fire Rescue	112,798	213,074	100,276	213,074	0	213,074	0	213,074	0
65 Growth Management									
10 Personal Services	6,761	6,499	-262	6,650	151	6,650	0	6,650	0
30 Operating Expenditures	5,000	5,000	0	4,849	-151	4,849	0	4,849	0
65 Growth Management	11,761	11,499	-262	11,499	0	11,499	0	11,499	0

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
340 Impact Fees-Fire Facilities	124,559	**224,573**	**100,014**	**224,573**	**0**	**224,573**	**0**	**224,573**	**0**
341 Transportation Trust Fund									
79 Road And Bridge									
10 Personal Services	131,225	118,906	-12,319	121,840	2,934	121,840	0	121,840	0
60 Capital Outlay	0	10,647	10,647	7,713	-2,934	7,713	0	7,713	0
79 Road And Bridge	131,225	**129,553**	**-1,672**	**129,553**	**0**	**129,553**	**0**	**129,553**	**0**
341 Transportation Trust Fund	131,225	**129,553**	**-1,672**	**129,553**	**0**	**129,553**	**0**	**129,553**	**0**
342 Economic Development Capital									
45 Ecomonic Environment									
60 Capital Outlay	367,500	367,500	0	367,500	0	367,500	0	367,500	0
91 Transfers Out to Other Funds	40,000	40,000	0	40,000	0	40,000	0	40,000	0
45 Ecomonic Environment	407,500	407,500	0	407,500	0	407,500	0	407,500	0
342 Economic Development Capital	407,500	**407,500**	**0**	**407,500**	**0**	**407,500**	**0**	**407,500**	**0**
350 1-5 Cent Local Option Gas Tax									
79 Road And Bridge									
60 Capital Outlay	2,073,147	0	-2,073,147	0	0	0	0	0	0
79 Road And Bridge	2,073,147	0	-2,073,147	0	0	0	0	0	0
350 1-5 Cent Local Option Gas Tax	2,073,147	**0**	**-2,073,147**	**0**	**0**	**0**	**0**	**0**	**0**
400 Solid Waste System									
04 Non-Departmental Special Expense									
99 Appropriated Reserves	0	4,630,115	4,630,115	3,806,763	-823,352	3,806,763	0	3,806,763	0
04 Non-Departmental Special Expense	0	4,630,115	4,630,115	3,806,763	-823,352	3,806,763	0	3,806,763	0
18 Administrative Services									
30 Operating Expenditures	57,003	57,003	0	64,200	7,197	64,200	0	64,200	0
18 Administrative Services	57,003	**57,003**	0	64,200	7,197	64,200	0	64,200	0
55 Environmental Protection									

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
400 Solid Waste System									
55 Environmental Protection									
10 Personal Services	26,045	14,632	-11,413	14,963	331	14,963	0	14,963	0
30 Operating Expenditures	25,000	30,784	5,784	30,227	-557	30,227	0	30,227	0
60 Capital Outlay	0	0	0	0	0	0	0	0	0
55 Environmental Protection	51,045	45,416	-5,629	45,190	-226	45,190	0	45,190	0
76 Waste Management									
10 Personal Services	1,166,864	1,127,934	-38,930	1,151,669	23,735	1,151,669	0	1,151,669	0
30 Operating Expenditures	6,531,438	7,074,668	543,230	7,867,314	792,646	7,867,314	0	7,867,314	0
60 Capital Outlay	0	0	0	0	0	0	0	0	0
99 Appropriated Reserves	5,465,511	0	-5,465,511	0	0	0	0	0	0
76 Waste Management	13,163,813	8,202,602	-4,961,211	9,018,983	816,381	9,018,983	0	9,018,983	0
400 Solid Waste System	13,271,861	12,935,136	-336,725	12,935,136	0	12,935,136	0	12,935,136	0
401 Hazardous Waste Management									
00 Non-Departmental									
99 Appropriated Reserves	80,000	0	-80,000	0	0	0	0	0	0
00 Non-Departmental	80,000	0	-80,000	0	0	0	0	0	0
04 Non-Departmental Special Expense									
99 Appropriated Reserves	0	80,000	80,000	80,000	0	80,000	0	80,000	0
04 Non-Departmental Special Expense	0	80,000	80,000	80,000	0	80,000	0	80,000	0
18 Administrative Services									
30 Operating Expenditures	0	4,589	4,589	4,280	-309	4,280	0	4,280	0
18 Administrative Services	0	4,589	4,589	4,280	-309	4,280	0	4,280	0
55 Environmental Protection									
10 Personal Services	474,011	456,345	-17,666	474,221	17,876	474,221	0	474,221	0
30 Operating Expenditures	432,748	548,930	116,182	531,054	-17,876	531,054	0	531,054	0
60 Capital Outlay	0	0	0	0	0	0	0	0	0
55 Environmental Protection	906,759	1,005,275	98,516	1,005,275	0	1,005,275	0	1,005,275	0
401 Hazardous Waste Management	986,759	1,089,864	103,105	1,089,555	-309	1,089,555	0	1,089,555	0

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
403 Collection Centers									
04 Non-Departmental Special Expense									
99 Appropriated Reserves	0	2,629,576	2,629,576	2,615,493	-14,083	2,615,493	0	2,615,493	0
04 Non-Departmental Special Expense	0	2,629,576	2,629,576	2,615,493	-14,083	2,615,493	0	2,615,493	0
18 Administrative Services									
30 Operating Expenditures	6,570	6,570	0	6,955	385	6,955	0	6,955	0
18 Administrative Services	6,570	6,570	0	6,955	385	6,955	0	6,955	0
76 Waste Management									
10 Personal Services	721,085	697,504	-23,581	711,202	13,698	711,202	0	711,202	0
30 Operating Expenditures	1,260,107	1,134,607	-125,500	1,134,607	0	1,134,607	0	1,134,607	0
60 Capital Outlay	0	0	0	0	0	0	0	0	0
99 Appropriated Reserves	2,616,205	0	-2,616,205	0	0	0	0	0	0
76 Waste Management	4,597,397	1,832,111	-2,765,286	1,845,809	13,698	1,845,809	0	1,845,809	0
403 Collection Centers	4,603,967	**4,468,257**	**-135,710**	**4,468,257**	**0**	**4,468,257**	**0**	**4,468,257**	**0**
405 Waste Management Assessment									
04 Non-Departmental Special Expense									
99 Appropriated Reserves	0	854,101	854,101	846,226	-7,875	846,226	0	846,226	0
04 Non-Departmental Special Expense	0	854,101	854,101	846,226	-7,875	846,226	0	846,226	0
18 Administrative Services									
30 Operating Expenditures	23,895	19,306	-4,589	16,050	-3,256	16,050	0	16,050	0
18 Administrative Services	23,895	19,306	-4,589	16,050	-3,256	16,050	0	16,050	0
55 Environmental Protection									
91 Transfers Out to Other Funds	904,055	904,055	0	904,055	0	904,055	0	904,055	0
55 Environmental Protection	904,055	904,055	0	904,055	0	904,055	0	904,055	0
76 Waste Management									
10 Personal Services	529,606	510,654	-18,952	521,785	11,131	521,785	0	521,785	0
30 Operating Expenditures	477,025	501,037	24,012	501,037	0	501,037	0	501,037	0
60 Capital Outlay	0	0	0	0	0	0	0	0	0
91 Transfers Out to Other Funds	717,861	661,042	-56,819	661,042	0	661,042	0	661,042	0

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
405 Waste Management Assessment									
76 Waste Management									
99 Appropriated Reserves	845,446	0	-845,446	0	0	0	0	0	0
76 Waste Management	2,569,938	1,672,733	-897,205	1,683,864	11,131	1,683,864	0	1,683,864	0
405 Waste Management Assessment	3,497,888	**3,450,195**	**-47,693**	**3,450,195**	**0**	**3,450,195**	**0**	**3,450,195**	**0**
406 Closure/Post-Closure									
04 Non-Departmental Special Expense									
99 Appropriated Reserves	0	3,601,863	3,601,863	3,602,294	431	3,602,294	0	3,602,294	0
04 Non-Departmental Special Expense	0	3,601,863	3,601,863	3,602,294	431	3,602,294	0	3,602,294	0
18 Administrative Services									
30 Operating Expenditures	13,910	13,910	0	10,700	-3,210	10,700	0	10,700	0
18 Administrative Services	13,910	13,910	0	10,700	-3,210	10,700	0	10,700	0
76 Waste Management									
10 Personal Services	130,192	124,108	-6,084	126,887	2,779	126,887	0	126,887	0
30 Operating Expenditures	273,532	269,236	-4,296	269,236	0	269,236	0	269,236	0
99 Appropriated Reserves	3,597,769	0	-3,597,769	0	0	0	0	0	0
76 Waste Management	4,001,493	393,344	-3,608,149	396,123	2,779	396,123	0	396,123	0
406 Closure/Post-Closure	4,015,403	**4,009,117**	**-6,286**	**4,009,117**	**0**	**4,009,117**	**0**	**4,009,117**	**0**
410 Permits & Development Fund									
04 Non-Departmental Special Expense									
99 Appropriated Reserves	0	84,120	84,120	84,120	0	84,120	0	84,120	0
04 Non-Departmental Special Expense	0	84,120	84,120	84,120	0	84,120	0	84,120	0
65 Growth Management									
10 Personal Services	923,277	885,486	-37,791	906,252	20,766	906,252	0	906,252	0
30 Operating Expenditures	353,019	348,930	-4,089	348,930	0	348,930	0	348,930	0
99 Appropriated Reserves	109,652	0	-109,652	0	0	0	0	0	0
65 Growth Management	1,385,948	1,234,416	-151,532	1,255,182	20,766	1,255,182	0	1,255,182	0

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
410 Permits & Development Fund	1,385,948	**1,318,536**	**-67,412**	**1,339,302**	**20,766**	**1,339,302**	**0**	**1,339,302**	**0**
500 Computer Replacement									
04 Non-Departmental Special Expense									
30 Operating Expenditures	605,868	605,868	0	605,868	0	605,868	0	605,868	0
60 Capital Outlay	0	0	0	0	0	0	0	0	0
99 Appropriated Reserves	432,079	432,079	0	432,079	0	432,079	0	432,079	0
04 Non-Departmental Special Expense	1,037,947	1,037,947	0	1,037,947	0	1,037,947	0	1,037,947	0
500 Computer Replacement	1,037,947	**1,037,947**	**0**	**1,037,947**	**0**	**1,037,947**	**0**	**1,037,947**	**0**
501 Self Insurance Fund									
04 Non-Departmental Special Expense									
99 Appropriated Reserves	0	2,250,000	2,250,000	3,241,475	991,475	3,241,475	0	3,241,475	0
04 Non-Departmental Special Expense	0	2,250,000	2,250,000	3,241,475	991,475	3,241,475	0	3,241,475	0
18 Administrative Services									
10 Personal Services	301,727	288,980	-12,747	295,934	6,954	313,343	17,409	313,343	0
30 Operating Expenditures	3,324,169	3,664,235	340,066	3,042,138	-622,097	3,024,729	-17,409	3,024,729	0
99 Appropriated Reserves	2,380,152	0	-2,380,152	0	0	0	0	0	0
18 Administrative Services	6,006,048	3,953,215	-2,052,833	3,338,072	-615,143	3,338,072	0	3,338,072	0
501 Self Insurance Fund	6,006,048	**6,203,215**	**197,167**	**6,579,547**	**376,332**	**6,579,547**	**0**	**6,579,547**	**0**
502 Equipment Replacement Fund - CCC									
04 Non-Departmental Special Expense									
60 Capital Outlay	0	0	0	325,713	325,713	325,713	0	325,713	0
99 Appropriated Reserves	0	0	0	325,712	325,712	325,712	0	325,712	0
04 Non-Departmental Special Expense	0	0	0	651,425	651,425	651,425	0	651,425	0
502 Equipment Replacement Fund - CCC	0	**0**	**0**	**651,425**	**651,425**	**651,425**	**0**	**651,425**	**0**
503 Fleet Management									
04 Non-Departmental Special Expense									
99 Appropriated Reserves	0	1,282,554	1,282,554	1,260,068	-22,486	1,260,068	0	1,260,068	0
04 Non-Departmental Special Expense	0	1,282,554	1,282,554	1,260,068	-22,486	1,260,068	0	1,260,068	0

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
503 Fleet Management									
11 Fleet Management									
10 Personal Services	1,037,881	998,652	-39,229	1,021,138	22,486	1,021,138	0	1,021,138	0
30 Operating Expenditures	3,348,793	3,512,093	163,300	3,512,093	0	3,512,093	0	3,512,093	0
60 Capital Outlay	0	0	0	0	0	0	0	0	0
99 Appropriated Reserves	1,247,811	0	-1,247,811	0	0	0	0	0	0
11 Fleet Management	5,634,485	4,510,745	-1,123,740	4,533,231	22,486	4,533,231	0	4,533,231	0
18 Administrative Services									
30 Operating Expenditures	24,000	24,000	0	25,680	1,680	25,680	0	25,680	0
18 Administrative Services	24,000	24,000	0	25,680	1,680	25,680	0	25,680	0
503 Fleet Management	5,658,485	5,817,299	158,814	5,818,979	1,680	5,818,979	0	5,818,979	0
504 Telephone Service									
04 Non-Departmental Special Expense									
99 Appropriated Reserves	0	509,276	509,276	499,144	-10,132	499,144	0	499,144	0
04 Non-Departmental Special Expense	0	509,276	509,276	499,144	-10,132	499,144	0	499,144	0
16 Information Services									
10 Personal Services	467,691	445,900	-21,791	456,032	10,132	456,032	0	456,032	0
30 Operating Expenditures	645,874	645,926	52	645,926	0	645,926	0	645,926	0
99 Appropriated Reserves	493,745	0	-493,745	0	0	0	0	0	0
16 Information Services	1,607,310	1,091,826	-515,484	1,101,958	10,132	1,101,958	0	1,101,958	0
504 Telephone Service	1,607,310	1,601,102	-6,208	1,601,102	0	1,601,102	0	1,601,102	0
506 Vehicle Replacement									
04 Non-Departmental Special Expense									
30 Operating Expenditures	1,375,410	1,375,410	0	1,375,410	0	1,375,410	0	1,375,410	0
60 Capital Outlay	0	0	0	0	0	0	0	0	0
99 Appropriated Reserves	934,041	934,041	0	934,041	0	934,041	0	934,041	0
04 Non-Departmental Special Expense	2,309,451	2,309,451	0	2,309,451	0	2,309,451	0	2,309,451	0
506 Vehicle Replacement	2,309,451	2,309,451	0	2,309,451	0	2,309,451	0	2,309,451	0

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
507 Health Insurance									
04 Non-Departmental Special Expense									
10 Personal Services	61,640	59,550	-2,090	60,825	1,275	60,825	0	60,825	0
30 Operating Expenditures	18,267,026	19,531,726	1,264,700	19,531,726	0	19,531,726	0	19,531,726	0
99 Appropriated Reserves	5,362,024	3,864,066	-1,497,958	3,862,791	-1,275	3,862,791	0	3,862,791	0
04 Non-Departmental Special Expense	23,690,690	23,455,342	-235,348	23,455,342	0	23,455,342	0	23,455,342	0
507 Health Insurance	23,690,690	**23,455,342**	**-235,348**	**23,455,342**	**0**	**23,455,342**	**0**	**23,455,342**	**0**
508 Vehicle Replacement - Gas Tax									
04 Non-Departmental Special Expense									
30 Operating Expenditures	845,000	845,000	0	845,000	0	845,000	0	845,000	0
60 Capital Outlay	0	0	0	0	0	0	0	0	0
99 Appropriated Reserves	300,000	300,000	0	300,000	0	300,000	0	300,000	0
04 Non-Departmental Special Expense	1,145,000	1,145,000	0	1,145,000	0	1,145,000	0	1,145,000	0
508 Vehicle Replacement - Gas Tax	1,145,000	**1,145,000**	**0**	**1,145,000**	**0**	**1,145,000**	**0**	**1,145,000**	**0**
850 Alachua County Housing Finance Authority									
65 Growth Management									
10 Personal Services	27,662	26,618	-1,044	27,257	639	27,257	0	27,257	0
30 Operating Expenditures	12,353	13,520	1,167	12,881	-639	12,881	0	12,881	0
65 Growth Management	40,015	40,138	123	40,138	0	40,138	0	40,138	0
850 Alachua County Housing Finance Authority	40,015	**40,138**	**123**	**40,138**	**0**	**40,138**	**0**	**40,138**	**0**
855 Law Library									
33 Court Administration									
10 Personal Services	37,355	13,735	-23,620	13,802	67	13,802	0	13,802	0
30 Operating Expenditures	41,975	52,265	10,290	52,198	-67	52,198	0	52,198	0
60 Capital Outlay	2,500	2,500	0	2,500	0	2,500	0	2,500	0
33 Court Administration	81,830	68,500	-13,330	68,500	0	68,500	0	68,500	0
855 Law Library	81,830	**68,500**	**-13,330**	**68,500**	**0**	**68,500**	**0**	**68,500**	**0**
Report Total	315,990,900	**310,931,035**	**-5,059,865**	**320,173,206**	**9,242,171**	**318,541,424**	**-1,631,782**	**318,541,424**	**0**

FY12 Final Budget – Revenues

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	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
001 General Fund									
30 Ad Valorem Taxes	**96,071,250**	97,289,327	1,218,077	97,286,799	-2,528	95,729,426	-1,557,373	95,729,426	0
31 Non Ad Valorem Taxes	**252,203**	252,203	0	252,203	0	252,203	0	252,203	0
33 Intergovernmental Revenue	**4,471,997**	4,471,997	0	4,477,606	5,609	4,477,606	0	4,477,606	0
34 Charges For Services	**9,166,422**	9,432,292	265,870	9,432,517	225	9,432,517	0	9,432,517	0
35 Fines & Forfeitures	**13,533**	13,533	0	13,533	0	13,533	0	13,533	0
36 Miscellaneous Revenue	**2,963,666**	2,962,565	-1,101	2,932,316	-30,249	2,914,907	-17,409	2,914,907	0
38 Other Sources	**12,769,609**	12,926,889	157,280	14,983,258	2,056,369	14,983,258	0	14,983,258	0
001 General Fund	**125,708,680**	**127,348,806**	**1,640,126**	**129,378,232**	**2,029,426**	**127,803,450**	**-1,574,782**	**127,803,450**	**0**
002 TD-VCB									
31 Non Ad Valorem Taxes	**672,585**	638,956	-33,629	638,956	0	638,956	0	638,956	0
002 TD-VCB	**672,585**	**638,956**	**-33,629**	**638,956**	**0**	**638,956**	**0**	**638,956**	**0**
004 TD-Gainesville Sports Commission									
38 Other Sources	**110,000**	110,000	0	110,000	0	110,000	0	110,000	0
004 TD-Gainesville Sports Commission	**110,000**	**110,000**	**0**	**110,000**	**0**	**110,000**	**0**	**110,000**	**0**
005 TD-Grants									
31 Non Ad Valorem Taxes	**100,887**	95,843	-5,044	95,843	0	95,843	0	95,843	0
36 Miscellaneous Revenue	**3,500**	3,500	0	3,500	0	3,500	0	3,500	0
38 Other Sources	**194,793**	194,793	0	194,793	0	194,793	0	194,793	0
005 TD-Grants	**299,180**	**294,136**	**-5,044**	**294,136**	**0**	**294,136**	**0**	**294,136**	**0**
006 Destination Enhancement									
31 Non Ad Valorem Taxes	**571,696**	543,112	-28,584	543,112	0	543,112	0	543,112	0
38 Other Sources	**100,000**	100,000	0	100,000	0	100,000	0	100,000	0
006 Destination Enhancement	**671,696**	**643,112**	**-28,584**	**643,112**	**0**	**643,112**	**0**	**643,112**	**0**
008 MSTU-Unincorporated Services									
30 Ad Valorem Taxes	**2,010,271**	2,069,576	59,305	1,905,770	-163,806	1,905,770	0	1,905,770	0
31 Non Ad Valorem Taxes	**1,816,054**	1,816,054	0	1,788,751	-27,303	1,788,751	0	1,788,751	0
32 Permits, Fees & Special Assessments	**141,342**	140,578	-764	140,578	0	140,578	0	140,578	0
33 Intergovernmental Revenue	**1,016,500**	1,016,500	0	1,016,500	0	1,016,500	0	1,016,500	0
34 Charges For Services	**71,150**	57,550	-13,600	57,550	0	57,550	0	57,550	0
36 Miscellaneous Revenue	**77,000**	25,100	-51,900	25,100	0	25,100	0	25,100	0
38 Other Sources	**833,341**	859,442	26,101	907,201	47,759	907,201	0	907,201	0

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
008 MSTU-Unincorporated Services	**5,965,658**	**5,984,800**	**19,142**	**5,841,450**	**-143,350**	**5,841,450**	**0**	**5,841,450**	**0**
009 MSTU-Law Enforcement									
30 Ad Valorem Taxes	**8,665,000**	8,699,112	34,112	8,377,029	-322,083	8,377,029	0	8,377,029	0
31 Non Ad Valorem Taxes	**7,154,484**	7,154,484	0	6,750,623	-403,861	6,750,623	0	6,750,623	0
36 Miscellaneous Revenue	**27,000**	27,000	0	122,000	95,000	122,000	0	122,000	0
38 Other Sources	**1,895,563**	2,646,186	750,623	2,405,544	-240,642	2,405,544	0	2,405,544	0
009 MSTU-Law Enforcement	**17,742,047**	**18,526,782**	**784,735**	**17,655,196**	**-871,586**	**17,655,196**	**0**	**17,655,196**	**0**
010 CHOICES Program									
31 Non Ad Valorem Taxes	**8,480,925**	8,462,147	-18,778	8,476,227	14,080	8,476,227	0	8,476,227	0
010 CHOICES Program	**8,480,925**	**8,462,147**	**-18,778**	**8,476,227**	**14,080**	**8,476,227**	**0**	**8,476,227**	**0**
011 MSTU - Fire Services									
30 Ad Valorem Taxes	**6,634,162**	6,621,579	-12,583	6,289,689	-331,890	6,289,689	0	6,289,689	0
31 Non Ad Valorem Taxes	**5,241,587**	5,241,587	0	5,060,065	-181,522	5,060,065	0	5,060,065	0
33 Intergovernmental Revenue	**15,100**	15,100	0	15,100	0	15,100	0	15,100	0
34 Charges For Services	**964,682**	964,682	0	964,682	0	964,682	0	964,682	0
36 Miscellaneous Revenue	**70,000**	70,000	0	70,000	0	70,000	0	70,000	0
38 Other Sources	**1,442,695**	1,467,972	25,277	2,622,978	1,155,006	2,622,978	0	2,622,978	0
011 MSTU - Fire Services	**14,368,226**	**14,380,920**	**12,694**	**15,022,514**	**641,594**	**15,022,514**	**0**	**15,022,514**	**0**
037 State Court Facilities Capital Preservation (FS 318.18)									
34 Charges For Services	**0**	800,000	800,000	800,000	0	800,000	0	800,000	0
037 State Court Facilities Capital Preservation (FS 318.18)	**0**	**800,000**	**800,000**	**800,000**	**0**	**800,000**	**0**	**800,000**	**0**
040 Criminal Justice Diversion Resource Coord.									
33 Intergovernmental Revenue	**11,708**	11,503	-205	11,503	0	11,503	0	11,503	0
040 Criminal Justice Diversion Resource Coord.	**11,708**	**11,503**	**-205**	**11,503**	**0**	**11,503**	**0**	**11,503**	**0**
043 Boating Improvement Program									
32 Permits, Fees & Special Assessments	**57,000**	57,000	0	57,000	0	57,000	0	57,000	0
043 Boating Improvement Program	**57,000**	**57,000**	**0**	**57,000**	**0**	**57,000**	**0**	**57,000**	**0**
057 Sugarfoot Preserve Special Assessment									
32 Permits, Fees & Special Assessments	**45,900**	45,900	0	45,900	0	45,900	0	45,900	0

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
057 Sugarfoot Preserve Special Assessment									
36 Miscellaneous Revenue	**200**	200	0	200	0	200	0	200	0
057 Sugarfoot Preserve Special Assessment	**46,100**	**46,100**	**0**	**46,100**	**0**	**46,100**	**0**	**46,100**	**0**
061 Florida Council Against Sexual Violence									
36 Miscellaneous Revenue	**25,005**	25,005	0	25,005	0	25,005	0	25,005	0
061 Florida Council Against Sexual Violence	**25,005**	**25,005**	**0**	**25,005**	**0**	**25,005**	**0**	**25,005**	**0**
066 Judicial Circuitwide Transactions									
34 Charges For Services	**389,046**	395,471	6,425	392,032	-3,439	392,032	0	392,032	0
066 Judicial Circuitwide Transactions	**389,046**	**395,471**	**6,425**	**392,032**	**-3,439**	**392,032**	**0**	**392,032**	**0**
067 RSVP FY12									
33 Intergovernmental Revenue	**0**	60,773	60,773	60,773	0	60,773	0	60,773	0
38 Other Sources	**0**	117,156	117,156	119,292	2,136	119,292	0	119,292	0
067 RSVP FY12	**0**	**177,929**	**177,929**	**180,065**	**2,136**	**180,065**	**0**	**180,065**	**0**
068 VOCA FY12									
33 Intergovernmental Revenue	**0**	169,012	169,012	169,012	0	169,012	0	169,012	0
38 Other Sources	**0**	29,421	29,421	33,994	4,573	33,994	0	33,994	0
068 VOCA FY12	**0**	**198,433**	**198,433**	**203,006**	**4,573**	**203,006**	**0**	**203,006**	**0**
069 FGP FY13									
33 Intergovernmental Revenue	**0**	390,230	390,230	390,230	0	390,230	0	390,230	0
38 Other Sources	**0**	106,145	106,145	108,563	2,418	108,563	0	108,563	0
069 FGP FY13	**0**	**496,375**	**496,375**	**498,793**	**2,418**	**498,793**	**0**	**498,793**	**0**
070 FDEP Small Quantity Generator Grant									
33 Intergovernmental Revenue	**10,000**	10,000	0	10,000	0	10,000	0	10,000	0
070 FDEP Small Quantity Generator Grant	**10,000**	**10,000**	**0**	**10,000**	**0**	**10,000**	**0**	**10,000**	**0**
072 Intergovernmental Radio Communication Program									
35 Fines & Forfeitures	**419,000**	419,000	0	419,000	0	419,000	0	419,000	0
36 Miscellaneous Revenue	**6,000**	6,000	0	6,000	0	6,000	0	6,000	0
072 Intergovernmental Radio Communication Program	**425,000**	**425,000**	**0**	**425,000**	**0**	**425,000**	**0**	**425,000**	**0**

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
073 Teen Court/Other Juvenile Programs 939.185									
34 Charges For Services	0	62,000	62,000	62,000	0	62,000	0	62,000	0
073 Teen Court/Other Juvenile Programs 939.185	**0**	**62,000**	**62,000**	**62,000**	**0**	**62,000**	**0**	**62,000**	**0**
075 Innovative Court Program 939.185									
34 Charges For Services	74,077	62,000	-12,077	62,000	0	62,000	0	62,000	0
075 Innovative Court Program 939.185	**74,077**	**62,000**	**-12,077**	**62,000**	**0**	**62,000**	**0**	**62,000**	**0**
076 Court Technology 28.24									
34 Charges For Services	0	320,000	320,000	320,000	0	320,000	0	320,000	0
076 Court Technology 28.24	**0**	**320,000**	**320,000**	**320,000**	**0**	**320,000**	**0**	**320,000**	**0**
087 NPDES Stormwater Cleanup									
33 Intergovernmental Revenue	134,000	134,000	0	134,000	0	134,000	0	134,000	0
087 NPDES Stormwater Cleanup	**134,000**	**134,000**	**0**	**134,000**	**0**	**134,000**	**0**	**134,000**	**0**
089 EMPG Federal Grant - 7/11 - 6/12									
33 Intergovernmental Revenue	18,431	130,867	112,436	54,657	-76,210	54,657	0	54,657	0
38 Other Sources	7,184	21,553	14,369	21,553	0	21,553	0	21,553	0
089 EMPG Federal Grant - 7/11 - 6/12	**25,615**	**152,420**	**126,805**	**76,210**	**-76,210**	**76,210**	**0**	**76,210**	**0**
093 FDLE Probation & Pretrial Counseling Services									
33 Intergovernmental Revenue	63,852	54,705	-9,147	55,781	1,076	55,781	0	55,781	0
093 FDLE Probation & Pretrial Counseling Services	**63,852**	**54,705**	**-9,147**	**55,781**	**1,076**	**55,781**	**0**	**55,781**	**0**
095 State EMPA Grant (7/1/12-6/30/13)									
33 Intergovernmental Revenue	0	26,451	26,451	26,696	245	26,696	0	26,696	0
095 State EMPA Grant (7/1/12-6/30/13)	**0**	**26,451**	**26,451**	**26,696**	**245**	**26,696**	**0**	**26,696**	**0**
096 Federal EMPG Grant ((7/1/12-6/30/13)									
33 Intergovernmental Revenue	0	18,219	18,219	18,219	0	18,219	0	18,219	0
38 Other Sources	0	7,184	7,184	7,184	0	7,184	0	7,184	0
096 Federal EMPG Grant ((7/1/12-6/30/13)	**0**	**25,403**	**25,403**	**25,403**	**0**	**25,403**	**0**	**25,403**	**0**
100 DOJ - No Wrong Door									

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
100 DOJ - No Wrong Door									
33 Intergovernmental Revenue	**183,132**	170,330	-12,802	171,205	875	171,205	0	171,205	0
100 DOJ - No Wrong Door	**183,132**	**170,330**	**-12,802**	**171,205**	**875**	**171,205**	**0**	**171,205**	**0**
106 Slosberg Driver Education Safety									
34 Charges For Services	**300,000**	300,000	0	300,000	0	300,000	0	300,000	0
106 Slosberg Driver Education Safety	**300,000**	**300,000**	**0**	**300,000**	**0**	**300,000**	**0**	**300,000**	**0**
115 Justice Assistance Grant FY09									
33 Intergovernmental Revenue	**54,817**	45,616	-9,201	46,692	1,076	46,692	0	46,692	0
115 Justice Assistance Grant FY09	**54,817**	**45,616**	**-9,201**	**46,692**	**1,076**	**46,692**	**0**	**46,692**	**0**
116 FDEP Ambient Groundwater									
33 Intergovernmental Revenue	**11,000**	11,000	0	11,000	0	11,000	0	11,000	0
116 FDEP Ambient Groundwater	**11,000**	**11,000**	**0**	**11,000**	**0**	**11,000**	**0**	**11,000**	**0**
122 State EMS Trust (3/1/11-2/28/12)									
33 Intergovernmental Revenue	**0**	38,012	38,012	38,012	0	38,012	0	38,012	0
36 Miscellaneous Revenue	**3,000**	833	-2,167	833	0	833	0	833	0
122 State EMS Trust (3/1/11-2/28/12)	**3,000**	**38,845**	**35,845**	**38,845**	**0**	**38,845**	**0**	**38,845**	**0**
124 CDBG FY 08 Disaster Recovery Grant									
33 Intergovernmental Revenue	**0**	10,250	10,250	0	-10,250	0	0	0	0
124 CDBG FY 08 Disaster Recovery Grant	**0**	**10,250**	**10,250**	**0**	**-10,250**	**0**	**0**	**0**	**0**
125 FDEP Tank Inspection Contract									
33 Intergovernmental Revenue	**137,000**	105,000	-32,000	105,000	0	105,000	0	105,000	0
125 FDEP Tank Inspection Contract	**137,000**	**105,000**	**-32,000**	**105,000**	**0**	**105,000**	**0**	**105,000**	**0**
126 E911 Wireless Fund									
33 Intergovernmental Revenue	**600,000**	600,000	0	600,000	0	600,000	0	600,000	0
34 Charges For Services	**523,789**	523,789	0	531,602	7,813	531,602	0	531,602	0
36 Miscellaneous Revenue	**32,000**	32,000	0	32,000	0	32,000	0	32,000	0
126 E911 Wireless Fund	**1,155,789**	**1,155,789**	**0**	**1,163,602**	**7,813**	**1,163,602**	**0**	**1,163,602**	**0**

FY 2012 Revenue Budget Phase Comparison Summary Report

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
128 Ala Cnty Fairgrounds Mgmt									
36 Miscellaneous Revenue	**40,000**	40,000	0	40,000	0	40,000	0	40,000	0
38 Other Sources	**100,034**	100,034	0	100,034	0	100,034	0	100,034	0
128 Ala Cnty Fairgrounds Mgmt	**140,034**	**140,034**	**0**	**140,034**	**0**	**140,034**	**0**	**140,034**	**0**
138 Metamorphosis - July 2011 - June 2012									
33 Intergovernmental Revenue	**223,814**	218,242	-5,572	218,242	0	218,242	0	218,242	0
38 Other Sources	**407,341**	233,086	-174,255	274,653	41,567	274,653	0	274,653	0
138 Metamorphosis - July 2011 - June 2012	**631,155**	**451,328**	**-179,827**	**492,895**	**41,567**	**492,895**	**0**	**492,895**	**0**
143 Metamorphosis 7/12 - 6/13									
33 Intergovernmental Revenue	**0**	72,747	72,747	72,747	0	72,747	0	72,747	0
38 Other Sources	**0**	81,038	81,038	94,566	13,528	94,566	0	94,566	0
143 Metamorphosis 7/12 - 6/13	**0**	**153,785**	**153,785**	**167,313**	**13,528**	**167,313**	**0**	**167,313**	**0**
144 Combined Communication Center									
33 Intergovernmental Revenue	**3,516,480**	3,171,588	-344,892	3,829,429	657,841	3,829,429	0	3,829,429	0
38 Other Sources	**1,326,074**	3,430,285	2,104,211	3,725,252	294,967	3,725,252	0	3,725,252	0
144 Combined Communication Center	**4,842,554**	**6,601,873**	**1,759,319**	**7,554,681**	**952,808**	**7,554,681**	**0**	**7,554,681**	**0**
148 MSBU-Refuse Collection									
32 Permits, Fees & Special Assessments	**5,836,725**	5,961,482	124,757	5,400,276	-561,206	5,400,276	0	5,400,276	0
34 Charges For Services	**36,000**	36,000	0	36,000	0	36,000	0	36,000	0
36 Miscellaneous Revenue	**61,000**	105,300	44,300	105,300	0	105,300	0	105,300	0
38 Other Sources	**4,012,000**	4,030,000	18,000	4,030,000	0	4,030,000	0	4,030,000	0
148 MSBU-Refuse Collection	**9,945,725**	**10,132,782**	**187,057**	**9,571,576**	**-561,206**	**9,571,576**	**0**	**9,571,576**	**0**
149 Gas Tax									
31 Non Ad Valorem Taxes	**4,074,355**	3,573,158	-501,197	3,573,158	0	3,573,158	0	3,573,158	0
33 Intergovernmental Revenue	**60,000**	60,000	0	60,000	0	60,000	0	60,000	0
34 Charges For Services	**1,018,250**	754,750	-263,500	754,750	0	754,750	0	754,750	0
36 Miscellaneous Revenue	**5,000**	5,000	0	5,000	0	5,000	0	5,000	0
38 Other Sources	**5,711,388**	5,950,186	238,798	5,950,186	0	5,893,186	-57,000	5,893,186	0
149 Gas Tax	**10,868,993**	**10,343,094**	**-525,899**	**10,343,094**	**0**	**10,286,094**	**-57,000**	**10,286,094**	**0**
150 TD-4th & 6th Cent TD Tax									
31 Non Ad Valorem Taxes	**1,345,170**	1,277,912	-67,258	1,277,912	0	1,277,912	0	1,277,912	0

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
150 TD-4th & 6th Cent TD Tax	**1,345,170**	**1,277,912**	**-67,258**	**1,277,912**	**0**	**1,277,912**	**0**	**1,277,912**	**0**
159 Law Enforcement Training									
34 Charges For Services	**0**	185,000	185,000	185,000	0	185,000	0	185,000	0
159 Law Enforcement Training	**0**	**185,000**	**185,000**	**185,000**	**0**	**185,000**	**0**	**185,000**	**0**
161 Law Enforcement Trust									
38 Other Sources	**66,500**	35,000	-31,500	35,000	0	35,000	0	35,000	0
161 Law Enforcement Trust	**66,500**	**35,000**	**-31,500**	**35,000**	**0**	**35,000**	**0**	**35,000**	**0**
164 FEMA Disaster Relief									
38 Other Sources	**0**	64,869	64,869	64,869	0	64,869	0	64,869	0
164 FEMA Disaster Relief	**0**	**64,869**	**64,869**	**64,869**	**0**	**64,869**	**0**	**64,869**	**0**
167 Donation Fund									
35 Fines & Forfeitures	**12,000**	12,000	0	12,000	0	12,000	0	12,000	0
36 Miscellaneous Revenue	**27,750**	27,350	-400	27,350	0	27,350	0	27,350	0
38 Other Sources	**60,700**	70,275	9,575	70,275	0	70,275	0	70,275	0
167 Donation Fund	**100,450**	**109,625**	**9,175**	**109,625**	**0**	**109,625**	**0**	**109,625**	**0**
168 Tourist Development Tax Fund									
31 Non Ad Valorem Taxes	**672,584**	638,956	-33,628	638,956	0	638,956	0	638,956	0
168 Tourist Development Tax Fund	**672,584**	**638,956**	**-33,628**	**638,956**	**0**	**638,956**	**0**	**638,956**	**0**
171 Supervisor Of Elections									
34 Charges For Services	**187,810**	187,810	0	187,810	0	187,810	0	187,810	0
38 Other Sources	**1,557,163**	1,529,933	-27,230	1,896,917	366,984	1,896,917	0	1,896,917	0
171 Supervisor Of Elections	**1,744,973**	**1,717,743**	**-27,230**	**2,084,727**	**366,984**	**2,084,727**	**0**	**2,084,727**	**0**
178 Hazardous Materials Code-Environmental Protection									
34 Charges For Services	**222,700**	222,550	-150	222,550	0	222,550	0	222,550	0
36 Miscellaneous Revenue	**200**	350	150	350	0	350	0	350	0
178 Hazardous Materials Code-Environmental Protection	**222,900**	**222,900**	**0**	**222,900**	**0**	**222,900**	**0**	**222,900**	**0**
193 Hazardous Materials									
33 Intergovernmental Revenue	**6,136**	7,523	1,387	7,523	0	7,523	0	7,523	0

FY 2012 Revenue Budget Phase Comparison Summary Report

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
193 Hazardous Materials									
38 Other Sources	18,382	25,968	7,586	25,968	0	25,968	0	25,968	0
193 Hazardous Materials	**24,518**	**33,491**	**8,973**	**33,491**	**0**	**33,491**	**0**	**33,491**	**0**
197 Foster Grandparents April 2011-March 2012									
38 Other Sources	0	18,571	18,571	18,998	427	18,998	0	18,998	0
197 Foster Grandparents April 2011-March 2012	**0**	**18,571**	**18,571**	**18,998**	**427**	**18,998**	**0**	**18,998**	**0**
199 State EMPA Grant (7/1/11-6/30/12)									
33 Intergovernmental Revenue	102,405	79,355	-23,050	80,089	734	80,089	0	80,089	0
199 State EMPA Grant (7/1/11-6/30/12)	**102,405**	**79,355**	**-23,050**	**80,089**	**734**	**80,089**	**0**	**80,089**	**0**
200 General Facilities Capital Preservation									
38 Other Sources	171,120	249,600	78,480	628,880	379,280	628,880	0	628,880	0
200 General Facilities Capital Preservation	**171,120**	**249,600**	**78,480**	**628,880**	**379,280**	**628,880**	**0**	**628,880**	**0**
201 FDEP Petroleum Clean-up									
33 Intergovernmental Revenue	250,000	230,000	-20,000	230,000	0	230,000	0	230,000	0
201 FDEP Petroleum Clean-up	**250,000**	**230,000**	**-20,000**	**230,000**	**0**	**230,000**	**0**	**230,000**	**0**
203 CDBG Neighborhood Stabilization Program									
36 Miscellaneous Revenue	0	51,733	51,733	18,885	-32,848	18,885	0	18,885	0
203 CDBG Neighborhood Stabilization Program	**0**	**51,733**	**51,733**	**18,885**	**-32,848**	**18,885**	**0**	**18,885**	**0**
210 Utility Savings Reinvestment Program									
38 Other Sources	78,000	78,000	0	78,000	0	78,000	0	78,000	0
210 Utility Savings Reinvestment Program	**78,000**	**78,000**	**0**	**78,000**	**0**	**78,000**	**0**	**78,000**	**0**
213 CJMJSA Grant FY12/14									
33 Intergovernmental Revenue	0	0	0	250,000	250,000	250,000	0	250,000	0
38 Other Sources	0	0	0	166,500	166,500	166,500	0	166,500	0
213 CJMJSA Grant FY12/14	**0**	**0**	**0**	**416,500**	**416,500**	**416,500**	**0**	**416,500**	**0**
216 Child Support Enforcement Incentive Program									
36 Miscellaneous Revenue	10,000	10,000	0	10,000	0	10,000	0	10,000	0

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
216 Child Support Enforcement Incentive Program	**10,000**	**10,000**	**0**	**10,000**	**0**	**10,000**	**0**	**10,000**	**0**
221 Alcohol & Other Drug Abuse									
34 Charges For Services	**15,000**	15,000	0	15,000	0	15,000	0	15,000	0
38 Other Sources	**22,200**	22,200	0	22,200	0	22,200	0	22,200	0
221 Alcohol & Other Drug Abuse	**37,200**	**37,200**	**0**	**37,200**	**0**	**37,200**	**0**	**37,200**	**0**
234 Choose Life License Plate									
33 Intergovernmental Revenue	**20,000**	20,000	0	20,000	0	20,000	0	20,000	0
38 Other Sources	**40,000**	40,000	0	40,000	0	40,000	0	40,000	0
234 Choose Life License Plate	**60,000**	**60,000**	**0**	**60,000**	**0**	**60,000**	**0**	**60,000**	**0**
235 Santa Fe Hills Water System									
34 Charges For Services	**18,500**	18,500	0	18,500	0	18,500	0	18,500	0
38 Other Sources	**26,000**	34,000	8,000	34,000	0	34,000	0	34,000	0
235 Santa Fe Hills Water System	**44,500**	**52,500**	**8,000**	**52,500**	**0**	**52,500**	**0**	**52,500**	**0**
236 FDEP Hazardous Waste Cooperation									
33 Intergovernmental Revenue	**148,836**	176,836	28,000	176,836	0	176,836	0	176,836	0
236 FDEP Hazardous Waste Cooperation	**148,836**	**176,836**	**28,000**	**176,836**	**0**	**176,836**	**0**	**176,836**	**0**
238 Legal Aid Program									
34 Charges For Services	**74,994**	62,000	-12,994	62,000	0	62,000	0	62,000	0
238 Legal Aid Program	**74,994**	**62,000**	**-12,994**	**62,000**	**0**	**62,000**	**0**	**62,000**	**0**
257 Crime Prevention 775.083									
34 Charges For Services	**0**	22,000	22,000	22,000	0	22,000	0	22,000	0
257 Crime Prevention 775.083	**0**	**22,000**	**22,000**	**22,000**	**0**	**22,000**	**0**	**22,000**	**0**
263 GPD Violence Against Women									
33 Intergovernmental Revenue	**46,755**	44,844	-1,911	45,920	1,076	45,920	0	45,920	0
263 GPD Violence Against Women	**46,755**	**44,844**	**-1,911**	**45,920**	**1,076**	**45,920**	**0**	**45,920**	**0**
281 2008 Series Jail Energy Conserv Project Phase II Debt									
38 Other Sources	**0**	713,687	713,687	713,687	0	713,687	0	713,687	0
281 2008 Series Jail Energy Conserv Project Phase II	**0**	**713,687**	**713,687**	**713,687**	**0**	**713,687**	**0**	**713,687**	**0**

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
Debt									
283 2011 Series 1-5 Cent Lcl Opt Gas Tax Bond Debt									
31 Non Ad Valorem Taxes	0	2,600,046	2,600,046	2,600,046	0	2,600,046	0	2,600,046	0
36 Miscellaneous Revenue	0	7,500	7,500	7,500	0	7,500	0	7,500	0
283 2011 Series 1-5 Cent Lcl Opt Gas Tax Bond Debt	**0**	**2,607,546**	**2,607,546**	**2,607,546**	**0**	**2,607,546**	**0**	**2,607,546**	**0**
296 2006 Series Gas Tax Revenue Bond Debt									
31 Non Ad Valorem Taxes	1,253,500	1,253,500	0	1,253,500	0	1,253,500	0	1,253,500	0
33 Intergovernmental Revenue	3,924,000	3,924,000	0	3,924,000	0	3,924,000	0	3,924,000	0
36 Miscellaneous Revenue	15,000	15,000	0	15,000	0	15,000	0	15,000	0
38 Other Sources	230,735	235,735	5,000	235,735	0	235,735	0	235,735	0
296 2006 Series Gas Tax Revenue Bond Debt	**5,423,235**	**5,428,235**	**5,000**	**5,428,235**	**0**	**5,428,235**	**0**	**5,428,235**	**0**
297 2007 Series Public Improvement Revenue Bond Debt									
33 Intergovernmental Revenue	10,026,728	10,249,914	223,186	10,249,914	0	10,249,914	0	10,249,914	0
36 Miscellaneous Revenue	30,000	30,000	0	30,000	0	30,000	0	30,000	0
38 Other Sources	2,534,094	2,513,260	-20,834	2,165,216	-348,044	2,165,216	0	2,165,216	0
297 2007 Series Public Improvement Revenue Bond Debt	**12,590,822**	**12,793,174**	**202,352**	**12,445,130**	**-348,044**	**12,445,130**	**0**	**12,445,130**	**0**
298 2008 Series Gas Tax Revenue Bond									
36 Miscellaneous Revenue	6,000	6,000	0	6,000	0	6,000	0	6,000	0
38 Other Sources	2,032,975	2,032,975	0	2,032,975	0	2,032,975	0	2,032,975	0
298 2008 Series Gas Tax Revenue Bond	**2,038,975**	**2,038,975**	**0**	**2,038,975**	**0**	**2,038,975**	**0**	**2,038,975**	**0**
299 2010 Series AC Forever Bonds Debt									
30 Ad Valorem Taxes	0	2,769,223	2,769,223	2,775,853	6,630	2,775,853	0	2,775,853	0
36 Miscellaneous Revenue	0	30,000	30,000	30,000	0	30,000	0	30,000	0
38 Other Sources	0	15,000	15,000	15,000	0	15,000	0	15,000	0
299 2010 Series AC Forever Bonds Debt	**0**	**2,814,223**	**2,814,223**	**2,820,853**	**6,630**	**2,820,853**	**0**	**2,820,853**	**0**
300 Capital Projects-General									
38 Other Sources	2,274,921	2,196,041	-78,880	2,203,086	7,045	2,203,086	0	2,203,086	0
300 Capital Projects-General	**2,274,921**	**2,196,041**	**-78,880**	**2,203,086**	**7,045**	**2,203,086**	**0**	**2,203,086**	**0**
318 Parks and Recreation Capital									
38 Other Sources	512,000	348,044	-163,956	512,000	163,956	512,000	0	512,000	0

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
318 Parks and Recreation Capital	**512,000**	**348,044**	**-163,956**	**512,000**	**163,956**	**512,000**	**0**	**512,000**	**0**
326 Legacy Lands Program									
35 Fines & Forfeitures	**0**	3,000	3,000	3,000	0	3,000	0	3,000	0
326 Legacy Lands Program	**0**	**3,000**	**3,000**	**3,000**	**0**	**3,000**	**0**	**3,000**	**0**
327 Technology Plan Capital									
38 Other Sources	**200,000**	200,000	0	200,000	0	200,000	0	200,000	0
327 Technology Plan Capital	**200,000**	**200,000**	**0**	**200,000**	**0**	**200,000**	**0**	**200,000**	**0**
334 State Court Facilities Capital (FS 318.18)									
34 Charges For Services	**50,000**	50,000	0	50,000	0	50,000	0	50,000	0
334 State Court Facilities Capital (FS 318.18)	**50,000**	**50,000**	**0**	**50,000**	**0**	**50,000**	**0**	**50,000**	**0**
336 Impact Fees-NW Transportation District									
32 Permits, Fees & Special Assessments	**630,976**	655,000	24,024	655,000	0	655,000	0	655,000	0
336 Impact Fees-NW Transportation District	**630,976**	**655,000**	**24,024**	**655,000**	**0**	**655,000**	**0**	**655,000**	**0**
337 Impact Fees-SW Transportation District									
32 Permits, Fees & Special Assessments	**1,255,900**	1,305,000	49,100	1,305,000	0	1,305,000	0	1,305,000	0
337 Impact Fees-SW Transportation District	**1,255,900**	**1,305,000**	**49,100**	**1,305,000**	**0**	**1,305,000**	**0**	**1,305,000**	**0**
338 Impact Fees-East Transportation District									
32 Permits, Fees & Special Assessments	**151,802**	155,000	3,198	155,000	0	155,000	0	155,000	0
338 Impact Fees-East Transportation District	**151,802**	**155,000**	**3,198**	**155,000**	**0**	**155,000**	**0**	**155,000**	**0**
339 Impact Fees-Parks									
32 Permits, Fees & Special Assessments	**221,205**	108,433	-112,772	108,433	0	108,433	0	108,433	0
339 Impact Fees-Parks	**221,205**	**108,433**	**-112,772**	**108,433**	**0**	**108,433**	**0**	**108,433**	**0**
340 Impact Fees-Fire Facilities									
32 Permits, Fees & Special Assessments	**0**	100,000	100,000	100,000	0	100,000	0	100,000	0
36 Miscellaneous Revenue	**124,573**	124,573	0	124,573	0	124,573	0	124,573	0
340 Impact Fees-Fire Facilities	**124,573**	**224,573**	**100,000**	**224,573**	**0**	**224,573**	**0**	**224,573**	**0**
341 Transportation Trust Fund									

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
341 Transportation Trust Fund									
34 Charges For Services	129,553	129,553	0	129,553	0	129,553	0	129,553	0
341 Transportation Trust Fund	**129,553**	**129,553**	**0**	**129,553**	**0**	**129,553**	**0**	**129,553**	**0**
342 Economic Development Capital									
38 Other Sources	407,500	407,500	0	407,500	0	407,500	0	407,500	0
342 Economic Development Capital	**407,500**	**407,500**	**0**	**407,500**	**0**	**407,500**	**0**	**407,500**	**0**
400 Solid Waste System									
32 Permits, Fees & Special Assessments	450,421	201,000	-249,421	201,000	0	201,000	0	201,000	0
34 Charges For Services	7,529,375	7,553,457	24,082	7,553,457	0	7,553,457	0	7,553,457	0
36 Miscellaneous Revenue	316,229	269,000	-47,229	269,000	0	269,000	0	269,000	0
38 Other Sources	4,911,679	4,911,679	0	4,911,679	0	4,911,679	0	4,911,679	0
400 Solid Waste System	**13,207,704**	**12,935,136**	**-272,568**	**12,935,136**	**0**	**12,935,136**	**0**	**12,935,136**	**0**
401 Hazardous Waste Management									
34 Charges For Services	0	70,500	70,500	70,500	0	70,500	0	70,500	0
36 Miscellaneous Revenue	0	35,000	35,000	35,000	0	35,000	0	35,000	0
38 Other Sources	984,055	984,055	0	984,055	0	984,055	0	984,055	0
401 Hazardous Waste Management	**984,055**	**1,089,555**	**105,500**	**1,089,555**	**0**	**1,089,555**	**0**	**1,089,555**	**0**
403 Collection Centers									
32 Permits, Fees & Special Assessments	0	1,152,520	1,152,520	1,152,520	0	1,152,520	0	1,152,520	0
34 Charges For Services	3,500	3,500	0	3,500	0	3,500	0	3,500	0
36 Miscellaneous Revenue	18,500	24,500	6,000	24,500	0	24,500	0	24,500	0
38 Other Sources	2,787,087	3,287,737	500,650	3,287,737	0	3,287,737	0	3,287,737	0
403 Collection Centers	**2,809,087**	**4,468,257**	**1,659,170**	**4,468,257**	**0**	**4,468,257**	**0**	**4,468,257**	**0**
405 Waste Management Assessment									
32 Permits, Fees & Special Assessments	2,539,395	2,539,395	0	2,539,395	0	2,539,395	0	2,539,395	0
36 Miscellaneous Revenue	10,800	10,800	0	10,800	0	10,800	0	10,800	0
38 Other Sources	900,000	900,000	0	900,000	0	900,000	0	900,000	0
405 Waste Management Assessment	**3,450,195**	**3,450,195**	**0**	**3,450,195**	**0**	**3,450,195**	**0**	**3,450,195**	**0**
406 Closure/Post-Closure									
36 Miscellaneous Revenue	66,600	66,600	0	66,600	0	66,600	0	66,600	0
38 Other Sources	3,942,517	3,942,517	0	3,942,517	0	3,942,517	0	3,942,517	0

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
406 Closure/Post-Closure	**4,009,117**	**4,009,117**	**0**	**4,009,117**	**0**	**4,009,117**	**0**	**4,009,117**	**0**
410 Permits & Development Fund									
32 Permits, Fees & Special Assessments	**1,200,264**	1,215,000	14,736	1,215,000	0	1,215,000	0	1,215,000	0
34 Charges For Services	**9,000**	9,000	0	9,000	0	9,000	0	9,000	0
35 Fines & Forfeitures	**24,000**	24,000	0	24,000	0	24,000	0	24,000	0
36 Miscellaneous Revenue	**31,800**	33,000	1,200	33,000	0	33,000	0	33,000	0
38 Other Sources	**112,107**	37,536	-74,571	58,302	20,766	58,302	0	58,302	0
410 Permits & Development Fund	**1,377,171**	**1,318,536**	**-58,635**	**1,339,302**	**20,766**	**1,339,302**	**0**	**1,339,302**	**0**
500 Computer Replacement									
34 Charges For Services	**704,187**	704,187	0	704,187	0	704,187	0	704,187	0
38 Other Sources	**333,760**	333,760	0	333,760	0	333,760	0	333,760	0
500 Computer Replacement	**1,037,947**	**1,037,947**	**0**	**1,037,947**	**0**	**1,037,947**	**0**	**1,037,947**	**0**
501 Self Insurance Fund									
34 Charges For Services	**3,185,805**	3,210,372	24,567	3,210,372	0	3,210,372	0	3,210,372	0
38 Other Sources	**2,868,000**	2,992,843	124,843	3,369,175	376,332	3,369,175	0	3,369,175	0
501 Self Insurance Fund	**6,053,805**	**6,203,215**	**149,410**	**6,579,547**	**376,332**	**6,579,547**	**0**	**6,579,547**	**0**
502 Equipment Replacement Fund - CCC									
34 Charges For Services	**0**	0	0	651,425	651,425	651,425	0	651,425	0
502 Equipment Replacement Fund - CCC	**0**	**0**	**0**	**651,425**	**651,425**	**651,425**	**0**	**651,425**	**0**
503 Fleet Management									
34 Charges For Services	**4,635,580**	4,797,438	161,858	4,797,438	0	4,797,438	0	4,797,438	0
36 Miscellaneous Revenue	**12,059**	12,059	0	12,059	0	12,059	0	12,059	0
38 Other Sources	**1,009,482**	1,009,482	0	1,009,482	0	1,009,482	0	1,009,482	0
503 Fleet Management	**5,657,121**	**5,818,979**	**161,858**	**5,818,979**	**0**	**5,818,979**	**0**	**5,818,979**	**0**
504 Telephone Service									
34 Charges For Services	**613,207**	592,982	-20,225	592,982	0	592,982	0	592,982	0
36 Miscellaneous Revenue	**351,931**	365,433	13,502	365,433	0	365,433	0	365,433	0
38 Other Sources	**642,687**	642,687	0	642,687	0	642,687	0	642,687	0
504 Telephone Service	**1,607,825**	**1,601,102**	**-6,723**	**1,601,102**	**0**	**1,601,102**	**0**	**1,601,102**	**0**
506 Vehicle Replacement									

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
506 Vehicle Replacement									
34 Charges For Services	**2,120,720**	2,120,720	0	2,120,720	0	2,120,720	0	2,120,720	0
38 Other Sources	**188,731**	188,731	0	188,731	0	188,731	0	188,731	0
506 Vehicle Replacement	**2,309,451**	**2,309,451**	**0**	**2,309,451**	**0**	**2,309,451**	**0**	**2,309,451**	**0**
507 Health Insurance									
34 Charges For Services	**18,915,655**	23,455,342	4,539,687	23,455,342	0	23,455,342	0	23,455,342	0
507 Health Insurance	**18,915,655**	**23,455,342**	**4,539,687**	**23,455,342**	**0**	**23,455,342**	**0**	**23,455,342**	**0**
508 Vehicle Replacement - Gas Tax									
34 Charges For Services	**775,000**	775,000	0	775,000	0	775,000	0	775,000	0
38 Other Sources	**370,000**	370,000	0	370,000	0	370,000	0	370,000	0
508 Vehicle Replacement - Gas Tax	**1,145,000**	**1,145,000**	**0**	**1,145,000**	**0**	**1,145,000**	**0**	**1,145,000**	**0**
850 Alachua County Housing Finance Authority									
36 Miscellaneous Revenue	**40,138**	40,138	0	40,138	0	40,138	0	40,138	0
850 Alachua County Housing Finance Authority	**40,138**	**40,138**	**0**	**40,138**	**0**	**40,138**	**0**	**40,138**	**0**
855 Law Library									
34 Charges For Services	**72,975**	66,700	-6,275	66,700	0	66,700	0	66,700	0
36 Miscellaneous Revenue	**3,300**	1,800	-1,500	1,800	0	1,800	0	1,800	0
855 Law Library	**76,275**	**68,500**	**-7,775**	**68,500**	**0**	**68,500**	**0**	**68,500**	**0**
Report Total	**297,446,512**	**316,115,769**	**18,669,257**	**320,173,206**	**4,057,437**	**318,541,424**	**-1,631,782**	**318,541,424**	**0**

FY12 Final Budget - FTE Summary Report

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Alachua County Government
FY 2012 Adopted Budget and FY 2013 Planned Position Summary

Business Unit	FY 2009 Actual	FY 2010 Actual	FY 2011 Adopted	FY 2012 Tentative	FY 2013 Planned
Non Departmental					
Special Expense and Indirect Costs	-	-	-	1.00	1.00
Total Full-Time FTE	-	-	-	1.00	1.00
Total Permanent FTE	-	-	-	1.00	1.00
Constitutional Officers					
Clerk Finance And Accounting	25.00	25.00	25.00	25.00	25.00
Property Appraiser	57.00	56.00	54.00	54.00	54.00
Supervisor Of Elections	13.00	13.00	13.00	13.00	13.00
Tax Collector	69.50	68.50	65.00	65.00	65.00
Sheriff Jail	327.00	327.50	328.00	328.00	328.00
Courts And Corrections	2.00	2.00	2.00	2.00	2.00
Sheriff Law Enforcement	370.75	370.25	372.75	372.75	372.75
Sheriff Communications	113.50	113.00	113.25	113.25	113.25
Sheriff Court Security	38.25	38.25	38.25	38.25	38.25
Total Full-Time FTE	1,016.00	1,013.50	1,011.25	1,011.25	1,011.25
Total Permanent FTE	1,016.00	1,013.50	1,011.25	1,011.25	1,011.25
Judicial					
Court Administration	14.00	14.00	14.00	14.00	14.00
Public Defender	1.00	1.00	1.00	1.00	1.00
Guardian Ad Litem	2.00	2.00	2.00	2.00	2.00
Total Full-Time FTE	17.00	17.00	17.00	17.00	17.00
Total Permanent FTE	17.00	17.00	17.00	17.00	17.00
Information Telecommunications Services					
Information Services	42.75	42.25	39.75	38.75	38.75
Information Services - Telephone	6.25	5.75	6.25	6.25	6.25
Total Full-Time FTE	49.00	48.00	46.00	45.00	45.00
Total Permanent FTE	49.00	48.00	46.00	45.00	45.00
General Government					
County Commission	5.00	5.00	5.00	5.00	5.00
County Attorney	9.00	8.00	8.00	8.00	8.00
County Manager	12.00	11.00	11.50	11.50	11.50
Communications Office	6.00	5.00	4.00	4.00	4.00
Office Of Management And Budget	11.00	11.00	10.75	10.75	10.75
Countywide Sustainability Program	-	1.00	1.25	1.25	1.25
Tourist Development	6.00	6.00	6.00	6.00	6.00
Total Full-Time FTE	49.00	47.00	46.50	46.50	46.50
Total Permanent FTE	49.00	47.00	46.50	46.50	46.50
Administrative Services					
Administration	2.75	3.00	4.00	3.15	3.15
Equal Opportunity	4.75	4.00	4.00	3.00	3.00
Facilities Management	41.30	39.75	38.00	38.00	38.00
Human Resources	9.50	9.00	9.00	9.00	9.00
Purchasing	7.50	6.00	6.00	7.00	7.00
Risk Management	5.00	5.00	5.00	4.10	4.10
Organizational Development And Training	2.00	2.00	2.00	2.00	2.00
Total Full-Time FTE	72.80	68.75	68.00	66.25	66.25
Total Part-Time FTE	-	3.05	3.80	2.80	2.80
Total Permanent FTE	72.80	71.80	71.80	69.05	69.05



Alachua County Government
FY 2012 Adopted Budget and FY 2013 Planned Position Summary

Business Unit	FY 2009 Actual	FY 2010 Actual	FY 2011 Adopted	FY 2012 Tentative	FY 2013 Planned
Community Support Services					
Administration	14.00	13.00	13.00	12.50	12.50
Community Agency Partnerships	1.00	1.00	1.00	1.00	1.00
Ag Extension	10.00	9.00	9.00	9.00	9.00
CHOICES	12.00	12.00	12.00	12.50	12.50
Crisis Center	5.00	5.00	5.00	5.00	5.00
Partners for Productive Community	2.00	1.00	1.00	1.00	1.00
Poverty Reduction Program	1.00	2.00	2.00	4.55	5.00
Community Partnerships	6.00	6.00	5.00	2.45	2.00
Social Services	7.00	7.00	7.00	7.00	7.00
Veteran Services	3.00	3.00	3.00	3.00	3.00
Victim Services	11.00	10.00	10.00	10.00	10.00
Total Full-Time FTE	72.00	69.00	68.00	68.00	68.00
Total Part-Time FTE	-	-	-	0.50	0.50
Total Permanent FTE	72.00	69.00	68.00	68.50	68.50
Court Services					
Drug Court	6.65	6.49	6.85	6.99	6.99
Metamorphosis	8.00	7.33	7.28	7.33	7.33
Probation	16.35	15.05	14.97	15.05	15.05
Work Release	18.85	16.75	16.45	16.75	16.75
Day Reporting	8.30	8.30	5.80	5.30	5.30
Jail Population Management Program	4.10	7.10	7.10	6.10	6.10
Community Services	10.45	10.25	10.15	10.25	10.25
Pretrial	21.20	20.30	19.50	19.80	19.80
Outpatient & Aftercare Treatment Program	3.10	3.43	7.40	7.43	7.43
Total Full-Time FTE	97.00	95.00	95.50	95.00	95.00
Total Part-Time FTE	1.25	1.25	1.25	1.75	1.75
Total Permanent FTE	98.25	96.25	96.75	96.75	96.75
Fire Rescue					
Fire Rescue Administration	7.00	7.00	4.00	4.00	4.00
Special Recruitment And Training	5.00	1.50	-	-	-
Emergency Management	4.00	6.00	4.00	4.00	4.00
Wildfire Mitigation & Strategic Planning	5.00	5.00	-	-	-
Enhanced 911	6.50	6.50	6.00	6.00	6.00
Rescue Medical Services	105.50	105.50	103.50	102.00	102.00
Fire Protection Services	110.50	111.00	111.50	111.00	111.00
Total Full-Time FTE	243.50	242.50	229.00	227.00	227.00
Total Permanent FTE	243.50	242.50	229.00	227.00	227.00
Environmental Protection					
Environmental Protection Administration	4.94	4.39	2.54	2.89	2.89
Water Quality	2.45	2.45	2.35	4.45	4.45
Natural Resources Protection	5.59	5.77	5.22	4.27	4.27
Hazardous Materials	5.55	5.41	4.56	3.11	3.11
Hazardous Waste Collection	4.85	5.08	4.98	4.98	4.98
Petroleum Management	5.87	5.30	5.25	5.25	5.25
Land Conservation	6.35	6.10	7.00	7.05	7.05
Total Full-Time FTE	35.60	34.50	31.90	32.00	32.00
Total Part-Time FTE	3.25	3.35	5.10	3.50	3.50
Total Permanent FTE	38.85	37.85	37.00	35.50	35.50

Alachua County Government
FY 2012 Adopted Budget and FY 2013 Planned Position Summary

Business Unit	FY 2009 Actual	FY 2010 Actual	FY 2011 Adopted	FY 2012 Tentative	FY 2013 Planned
Growth Management					
Comprehensive Planning	27.10	27.40	26.90	24.90	24.90
Codes Enforcement	31.90	22.60	22.10	22.10	22.10
Total Full-Time FTE	59.00	50.00	49.00	47.00	47.00
Total Part-Time FTE	-	1.00	1.00	1.00	1.00
Total Permanent FTE	59.00	51.00	50.00	48.00	48.00
Public Works					
Fleet Management	18.62	16.62	16.67	16.67	16.67
Animal Services	38.95	35.95	36.05	35.05	35.05
Parks And Recreation	16.66	15.82	16.22	16.22	16.22
Development Review	6.28	5.17	5.92	6.02	6.02
Waste Management	60.72	60.72	57.92	55.92	55.92
Transportation	89.77	89.72	89.72	90.62	90.62
Total Full-Time FTE	231.00	224.00	222.50	220.50	220.50
Total Part-Time FTE	1.00	1.00	1.00	2.00	2.00
Total Permanent FTE	232.00	225.00	223.50	222.50	222.50
Capital Projects					
Comprehensive Planning - CP	-	1.00	1.00	1.00	1.00
Transportation - CP	-	2.00	2.00	2.00	2.00
Total Full-Time FTE	-	3.00	3.00	3.00	3.00
Total Permanent FTE	-	3.00	3.00	3.00	3.00
Countywide Totals					
Total Full-Time FTE	1,941.90	1,912.25	1,887.65	1,879.50	1,879.50
Total Part-Time FTE	5.50	9.65	12.15	11.55	11.55
Total Permanent FTE	1,947.40	1,921.90	1,899.80	1,891.05	1,891.05
Total Temporary FTE	-	-	-	-	-

FY12 and FY13 Budget Development

September 27, 2011

FY12 & FY13 Budget Development

- GTEC remodeling/renovation
  - Funding request of $50,000
  - Additional information requested

FY12 Budget Development
Outstanding Budget Issues

RTS Funding From Gas Tax Reductions

Paving Overlays	(82,000)
Adopt-A-Road Program	(3,000)
Gas Tax Fund Balance	(30,000)
Roadway Construction Materials	(39,477)
Total Proposed Reductions to fund RTS	(204,477)

FY12 Budget Development
Outstanding Budget Issues

- Poe Springs Operations Funding
  - 25% General Fund; 75% MSTU
  - Option #1
    - On-going annual expenses $170,635
    - One-time capital expenses $8,925
    - Estimated revenue $52,600
  - Option #2
    - On-going annual expenses $98,196
    - One-time capital expenditures $6,600
    - Estimated revenue None

FY12 Budget Development
Outstanding Budget Issues

1. Funding of Poe Springs Operations
2. Increased funding for RTS (Gainesville)
3. Funding for GTEC Renovations

FY12 ADJUSTED TENTATIVE BUDGET MILLAGE RATES



Property Tax Revenue Only	General Fund	% Change From Simple (TRIM)	% Change From Rollback
Property Value Growth	**-3.19%**		
Current Millage	**8.3763**		
Projected Revenue	92,847,146		
FY11 Adopted Budget	95,657,802		
Difference	(2,810,656)		
Reserve Level Policy	**8.5843**	**-2.12%**	**-1.58%**
Projected Revenue	95,152,723		
FY11 Adopted Budget	95,657,802		
Difference	(505,079)		
Revenue Stabilization	**8.6299**	**-1.60%**	**-1.06%**
Projected Revenue	95,658,176		
FY11 Adopted Budget	95,657,802		
Difference	374		
Rollback (up)	**8.7224**		
Projected Revenue	96,683,493		
FY11 Adopted Budget	95,657,802		
Difference	1,025,691		
Simple Majority Cap	**8.7704**		
Projected Revenue	97,215,549		
FY11 Adopted Budget	95,657,802		
Difference	1,557,747		

FY12 & FY13 Budget Development

- FY12 Budget Decision Package – Tier 1
  - General Fund has unallocated balance of $505,323
  - Balance has been proposed for:
    - Allocation to programs/services
    - Remain in reserves (over 5% policy level)
    - Reduce property tax revenues

ADJUSTED TENTATIVE BUDGET FY12 MILLAGE RATES

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

Alachua County, Florida

Note: Reflects changes in property tax revenue only

Simple majority = new construction value + change in PCPI

Rollback (up) = millage need for same amount of revenue as prior year

Super Majority = 10% over simple majority



FY12 Budget Development

Current Budget Issues



County Manager's Report
FY12 and FY13 Budget Development

Alachua County
Office of Management and Budget
September 27, 2011

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS
PUBLIC HEARING AGENDA

SEPTEMBER 27, 2011
5:30 P.M.

FINAL PUBLIC HEARING
FISCAL YEAR 2011-12 MILLAGES AND BUDGETS

I. Introduction to Public Hearing on Alachua County Fiscal Year 2011-12 Final Budget

II. Fiscal Year 2011-12 Final Millage Rates and Final General County and Municipal Services Taxing Units Budgets

   A. Overview of Truth-In-Millage Legislation

   B. Explanation of the General County and Municipal Services Taxing Units Final and Rolled Back Millage Rates

   C. Overview of Fiscal Year 2011-12 Final Budget and of Adjustments made to that Budget

III. Citizen Comments on Fiscal Year 2011-12 Final Budget Millage Rates and Final Budget.

IV. Board of County Commissioners Action on Fiscal Year 2011-12 Final Millage Rates and Final Budget.

   A. Approval of Five Year Comprehensive Capital Improvement Program for FY12-FY16

   B. Adjustments by Motion to the Fiscal Year 2011-12 Final Alachua County Budgets

   C. Adoption of Resolution 11-109 Establishing Fiscal Year 2011-12 Final General County Millage Rates

   D. Adoption of Resolution 11-110 Adopting the Fiscal Year 2011-12 Final General County Budget and Revenue Estimates

   E. Adoption of Resolution 11-111 Establishing Fiscal Year 2011-12 Final Municipal Services Taxing Unit-Unincorporated Services Millage Rate

F. Adoption of Resolution 11-112 Adopting the Fiscal Year 2011-12 Final Municipal Services Taxing Unit-Unincorporated Services Budget and Revenue Estimates

G. Adoption of Resolution 11-113 Establishing Fiscal Year 2011-12 Final Municipal Services Taxing Unit-Law Enforcement Millage Rate

H. Adoption of Resolution 11-114 Adopting the Fiscal Year 2011-12 Final Municipal Services Taxing Unit-Law Enforcement Budget and Revenue Estimates

I. Adoption of Resolution 11-115 Establishing Fiscal Year 2011-12 Final Municipal Services Taxing Unit-Fire Protection Services Millage Rate

J. Adoption of Resolution 11-116 Adopting the Fiscal Year 2011-12 Final Municipal Services Taxing Unit-Fire Protection Services Budget and Revenue Estimates

V. Close Public Hearing

01 - Capital Preservation: Court Related Facilities (037)

Adopted

Project	CIP Total	Appro. To Date	FY 2012 Budget	FY 2013 Budget	FY 2014 Budget	FY 2015 Budget	FY 2016 Budget	Future Funding
12CFM01 - Capital Preservation - Chief Judge	325,000	0	65,000	65,000	65,000	65,000	65,000	0
12CFM01RA - FY12 Court Related Projects	605,000	0	605,000	0	0	0	0	0
12CFM02 - Capital Preservation - Clerk of Courts	150,000	0	30,000	30,000	30,000	30,000	30,000	0
12CFM03 - Capital Preservation - Public Defender	150,000	0	30,000	30,000	30,000	30,000	30,000	0
12CFM04 - Capital Preservation - State Attorney	150,000	0	30,000	30,000	30,000	30,000	30,000	0
12CFM05 - Capital Preservation - Court Security	200,000	0	40,000	40,000	40,000	40,000	40,000	0
Adopted	**1,580,000**	**0**	**800,000**	**195,000**	**195,000**	**195,000**	**195,000**	**0**
Preservation: Court Related Facilities (037)	**1,580,000**	**0**	**800,000**	**195,000**	**195,000**	**195,000**	**195,000**	**0**

Project	CIP Total	Appro. To Date	FY 2012 Budget	FY 2013 Budget	FY 2014 Budget	FY 2015 Budget	FY 2016 Budget	Future Funding
02 - Capital Preservation: General Facilities (200)								
Adopted								
11GFM10 - Added - Facilities Maintenance Warehouse Renovation	225,000	25,000	200,000	0	0	0	0	0
12GFM02RA - Capital Preservation	42,760	0	42,760	0	0	0	0	0
12GFM05RA - Community Support Srvcs/Health Dept Replace Floor Coverin	45,000	0	45,000	0	0	0	0	0
12GFM06RA - Re-seal & Paint State Attorn, Pub Def, & Wilson Bldgs	341,120	0	341,120	0	0	0	0	0
Adopted	**653,880**	**25,000**	**628,880**	**0**	**0**	**0**	**0**	**0**
Proposed (FY12 Through FY16 CIP)								
13GFM01 - Capital Preservation	213,500	0	0	213,500	0	0	0	0
13GFM01RA - Lighting Upgrade - Group Re-lamping Project	58,380	0	0	58,380	0	0	0	0
13GFM06RA - HVAC Retrofit and Control Upgrades	78,120	0	0	78,120	0	0	0	0
13GFM09RA - Exterior Re-sealing, Caulking and Exterior/Interior	40,000	0	0	40,000	0	0	0	0
14GFM01 - Capital Preservation	36,000	0	0	0	36,000	0	0	0
14GFM04RA - ACSO Jail Replacement of Food Slots & Hinges	130,000	0	0	0	130,000	0	0	0
14GFM06RA - Resurface & Sealing of Various Parking Lots	198,000	0	0	0	198,000	0	0	0
14GFM07RA - Exterior Sealing & Painting of Various Buildings	225,000	0	0	0	225,000	0	0	0
15GFM01 - Capital Preservation	200,000	0	0	0	0	200,000	0	0
15GFM03RA - Mechanical HVAC Components and Building Automation Upgrades	300,000	0	0	0	0	300,000	0	0
15GFM04RA - Building Envelope Improvements	250,000	0	0	0	0	250,000	0	0
16GFM01RA - Group Re-lamping and Lighting Upgrades	250,000	0	0	0	0	0	250,000	0
16GFM04RA - Capital Preservation	306,150	0	0	0	0	0	306,150	0

Project	CIP Total	Appro. To Date	FY 2012 Budget	FY 2013 Budget	FY 2014 Budget	FY 2015 Budget	FY 2016 Budget	Future Funding
02 - Capital Preservation: General Facilities (200)								
Proposed (FY12 Through FY16 CIP)	**2,285,150**	**0**	**0**	**390,000**	**589,000**	**750,000**	**556,150**	**0**
apital Preservation: General Facilities (200)	**2,939,030**	**25,000**	**628,880**	**390,000**	**589,000**	**750,000**	**556,150**	**0**

Project	CIP Total	Appro. To Date	FY 2012 Budget	FY 2013 Budget	FY 2014 Budget	FY 2015 Budget	FY 2016 Budget	Future Funding
03 - Utility Savings Reinvestment Program (210)								
Adopted								
11USR01 - Utility Savings Reinvestment Project TBD	388,000	78,000	78,000	78,000	78,000	38,000	38,000	0
Adopted	**388,000**	**78,000**	**78,000**	**78,000**	**78,000**	**38,000**	**38,000**	**0**
Jtility Savings Reinvestment Program (210)	**388,000**	**78,000**	**78,000**	**78,000**	**78,000**	**38,000**	**38,000**	**0**

Project	CIP Total	Appro. To Date	FY 2012 Budget	FY 2013 Budget	FY 2014 Budget	FY 2015 Budget	FY 2016 Budget	Future Funding
04 - General Facilities (300)								
Adopted								
12GFM01RA - Civil Courthouse - HVAC Upgrade	1,300,000	0	650,000	650,000	0	0	0	0
Adopted	**1,300,000**	**0**	**650,000**	**650,000**	**0**	**0**	**0**	**0**
Proposed (FY12 Through FY16 CIP)								
13GFM02RA - Animal Services Perimeter Fencing	50,000	0	0	50,000	0	0	0	0
13GFM03RA - Administration Building Shutter Replacement	90,000	0	0	90,000	0	0	0	0
13GFM04RA - Community Services/Health Department Paint	200,000	0	0	200,000	0	0	0	0
13GFM08RA - ACSO Jail Elevator Upgrade	70,000	0	0	70,000	0	0	0	0
14GFM00RA - Admin Building Critical Mechanical Assets Replacement	450,000	0	0	0	450,000	0	0	0
14GFM01RA - Work Release Roof Replacement & Interior Ceil Repairs	50,000	0	0	0	50,000	0	0	0
14GFM02RA - ACSO Jail Replacement of 5 IPM UPS Units	151,000	0	0	0	151,000	0	0	0
14GFM08RA - Floor Covering Replacement Project	210,000	0	0	0	210,000	0	0	0
15GFM05RA - Administration Building Roof Replacement	300,000	0	0	0	0	300,000	0	0
15GFM06RA - Jail Fire Suppression water line decoupling	400,000	0	0	0	0	400,000	0	0
16GFM02RA - Building Management and Automation Control Upgrades	450,000	0	0	0	0	0	450,000	0
16GFM03RA - Building Envelope Improvements - County Buildings	443,850	0	0	0	0	0	443,850	0
Proposed (FY12 Through FY16 CIP)	**2,864,850**	**0**	**0**	**410,000**	**861,000**	**700,000**	**893,850**	**0**
04 - General Facilities (300)	**4,164,850**	**0**	**650,000**	**1,060,000**	**861,000**	**700,000**	**893,850**	**0**

Project	CIP Total	Appro. To Date	FY 2012 Budget	FY 2013 Budget	FY 2014 Budget	FY 2015 Budget	FY 2016 Budget	Future Funding
05 - Fire Facilities (300)								
Adopted								
09MFS02 - Fire Protection Services Projects - To be determined	1,712,917	327,927	276,998	276,998	276,998	276,998	276,998	0
Adopted	**1,712,917**	**327,927**	**276,998**	**276,998**	**276,998**	**276,998**	**276,998**	**0**
05 - Fire Facilities (300)	**1,712,917**	**327,927**	**276,998**	**276,998**	**276,998**	**276,998**	**276,998**	**0**

Project	CIP Total	Appro. To Date	FY 2012 Budget	FY 2013 Budget	FY 2014 Budget	FY 2015 Budget	FY 2016 Budget	Future Funding
08 - Parks (318)								
Adopted								
12PK01 - Lake Alto Park-Restroom, Floating Dock & Picnic Area	220,000	0	220,000	0	0	0	0	0
12PK03 - Jonesville Park Playground, Basketball Court, Disc Golf	278,396	0	278,396	0	0	0	0	0
12PK05 - Park Improvement Project TBD	13,604	0	13,604	0	0	0	0	0
Adopted	**512,000**	**0**	**512,000**	**0**	**0**	**0**	**0**	**0**
Proposed (FY12 Through FY16 CIP)								
13PK01 - Kanapaha Park Sports Field Lighting	417,956	0	0	417,956	0	0	0	0
13PK02 - Squirrel Ridge Park Basketball Court and Picnic Area	370,000	0	0	146,000	224,000	0	0	0
14PK01 - Owens-Illinois Park Boardwalk & Pier	341,980	0	0	0	341,980	0	0	0
15PK01 - Regional Trails	1,051,960	0	0	0	0	485,980	565,980	0
15PK02 - M.K. Rawlings Picnic Area	80,000	0	0	0	0	80,000	0	0
Proposed (FY12 Through FY16 CIP)	**2,261,896**	**0**	**0**	**563,956**	**565,980**	**565,980**	**565,980**	**0**
08 - Parks (318)	**2,773,896**	**0**	**512,000**	**563,956**	**565,980**	**565,980**	**565,980**	**0**

Project	CIP Total	Appro. To Date	FY 2012 Budget	FY 2013 Budget	FY 2014 Budget	FY 2015 Budget	FY 2016 Budget	Future Funding
09 - Technology (327)								
Adopted								
12TF01 - Electronic Document Management	200,000	0	200,000	0	0	0	0	0
Adopted	**200,000**	**0**	**200,000**	**0**	**0**	**0**	**0**	**0**
Proposed (FY12 Through FY16 CIP)								
08TF10 - Countywide Enterprise Projects	545,000	145,000	0	100,000	100,000	100,000	100,000	0
09TF01 - Countywide Vocational Projects	945,000	545,000	0	100,000	100,000	100,000	100,000	0
Proposed (FY12 Through FY16 CIP)	**1,490,000**	**690,000**	**0**	**200,000**	**200,000**	**200,000**	**200,000**	**0**
09 - Technology (327)	**1,690,000**	**690,000**	**200,000**	**200,000**	**200,000**	**200,000**	**200,000**	**0**

Project	CIP Total	Appro. To Date	FY 2012 Budget	FY 2013 Budget	FY 2014 Budget	FY 2015 Budget	FY 2016 Budget	Future Funding
10 - Court Related Facilities (334)								
Adopted								
08CR03 - Fund Contingency	500,000	250,000	50,000	50,000	50,000	50,000	50,000	0
Adopted	**500,000**	**250,000**	**50,000**	**50,000**	**50,000**	**50,000**	**50,000**	**0**
Proposed (FY12 Through FY16 CIP)								
13CFM01RA - FY13 Court Related Projects	605,000	0	0	605,000	0	0	0	0
14CFM01RA - FY14 Court Related Projects	605,000	0	0	0	605,000	0	0	0
15CFM01RA - FY15 Court Related Projects	605,000	0	0	0	0	605,000	0	0
16CFM01RA - FY16 Court Related Projects	605,000	0	0	0	0	0	605,000	0
Proposed (FY12 Through FY16 CIP)	**2,420,000**	**0**	**0**	**605,000**	**605,000**	**605,000**	**605,000**	**0**
10 - Court Related Facilities (334)	**2,920,000**	**250,000**	**50,000**	**655,000**	**655,000**	**655,000**	**655,000**	**0**

Project	CIP Total	Appro. To Date	FY 2012 Budget	FY 2013 Budget	FY 2014 Budget	FY 2015 Budget	FY 2016 Budget	Future Funding
11 - Impact Fee: Northwest (336)								
Adopted								
09IF01 - Impact Fee Northwest Transport Dist	4,678,379	1,670,478	611,149	610,711	595,535	595,350	595,156	0
Adopted	**4,678,379**	**1,670,478**	**611,149**	**610,711**	**595,535**	**595,350**	**595,156**	**0**
11 - Impact Fee: Northwest (336)	**4,678,379**	**1,670,478**	**611,149**	**610,711**	**595,535**	**595,350**	**595,156**	**0**

12 - Impact Fee: Southwest (337)

Adopted

Project	CIP Total	Appro. To Date	FY 2012 Budget	FY 2013 Budget	FY 2014 Budget	FY 2015 Budget	FY 2016 Budget	Future Funding
09IF02 - Impact Fee Southwest Transport Dist	9,385,436	3,330,746	1,242,653	1,241,908	1,242,239	1,241,925	1,085,965	0
Adopted	**9,385,436**	**3,330,746**	**1,242,653**	**1,241,908**	**1,242,239**	**1,241,925**	**1,085,965**	**0**
12 - Impact Fee: Southwest (337)	**9,385,436**	**3,330,746**	**1,242,653**	**1,241,908**	**1,242,239**	**1,241,925**	**1,085,965**	**0**

13 - Impact Fee: East (338)

Adopted

Project	CIP Total	Appro. To Date	FY 2012 Budget	FY 2013 Budget	FY 2014 Budget	FY 2015 Budget	FY 2016 Budget	Future Funding
09IF04 - Impact Fee East Transport Dist	1,110,729	403,935	143,216	134,172	143,154	143,136	143,116	0
Adopted	**1,110,729**	**403,935**	**143,216**	**134,172**	**143,154**	**143,136**	**143,116**	**0**
13 - Impact Fee: East (338)	**1,110,729**	**403,935**	**143,216**	**134,172**	**143,154**	**143,136**	**143,116**	**0**

Project	CIP Total	Appro. To Date	FY 2012 Budget	FY 2013 Budget	FY 2014 Budget	FY 2015 Budget	FY 2016 Budget	Future Funding
14 - Impact Fee: Parks (339)								
Adopted								
12PK04 - Lake Kanapaha Resourse Based Park Development	478,271	0	95,825	95,693	95,641	95,585	95,527	0
Adopted	**478,271**	**0**	**95,825**	**95,693**	**95,641**	**95,585**	**95,527**	**0**
14 - Impact Fee: Parks (339)	**478,271**	**0**	**95,825**	**95,693**	**95,641**	**95,585**	**95,527**	**0**

15 - Impact Fee: Fire (340)

Adopted

Project	CIP Total	Appro. To Date	FY 2012 Budget	FY 2013 Budget	FY 2014 Budget	FY 2015 Budget	FY 2016 Budget	Future Funding
08IF01 - Impact Fee - Fire	1,275,548	211,601	213,074	212,879	212,737	212,651	212,606	0
Adopted	**1,275,548**	**211,601**	**213,074**	**212,879**	**212,737**	**212,651**	**212,606**	**0**
15 - Impact Fee: Fire (340)	**1,275,548**	**211,601**	**213,074**	**212,879**	**212,737**	**212,651**	**212,606**	**0**

17 - Economic Development (342)

Adopted

Project	CIP Total	Appro. To Date	FY 2012 Budget	FY 2013 Budget	FY 2014 Budget	FY 2015 Budget	FY 2016 Budget	Future Funding
08ED01 - Fairgrounds/Park Initiative	2,486,874	1,349,374	227,500	227,500	227,500	227,500	227,500	0
08ED02 - Industrial Park Development	1,753,126	853,126	180,000	180,000	180,000	180,000	180,000	0
Adopted	**4,240,000**	**2,202,500**	**407,500**	**407,500**	**407,500**	**407,500**	**407,500**	**0**
17 - Economic Development (342)	**4,240,000**	**2,202,500**	**407,500**	**407,500**	**407,500**	**407,500**	**407,500**	**0**

19 - 2008 $0.05 Local Option Gas Tax, Transp (350 & 353)

Adopted

Project	CIP Total	Appro. To Date	FY 2012 Budget	FY 2013 Budget	FY 2014 Budget	FY 2015 Budget	FY 2016 Budget	Future Funding
12GT01 - Bike/Ped - NW 98th Street	260,005	0	260,005	0	0	0	0	0
12ST01 - SE 175th Av-Unpaved Surface Treatment	70,172	0	70,172	0	0	0	0	0
12ST02 - NW 46th Ave-Unpaved Surface Treatment	105,403	0	105,403	0	0	0	0	0
12ST03 - NW 122nd Av-Unpaved Surface Treatment	16,690	0	16,690	0	0	0	0	0
12ST04 - NW 138th Av-Unpaved Surface Treatment	27,453	0	27,453	0	0	0	0	0
12ST05 - SE 41st Ln-Unpaved Surface Treatment	25,811	0	25,811	0	0	0	0	0
12ST06 - NE 211 Dr-Unpaved Surface Treatment	68,002	0	68,002	0	0	0	0	0
12ST07 - NW262/165-Unpaved Surface Treatment	21,775	0	21,775	0	0	0	0	0
12ST08 - NW 266 St-Unpaved Surface Treatment	26,833	0	26,833	0	0	0	0	0
12ST09 - NW 174 Av-Unpaved Surface Treatment	41,388	0	41,388	0	0	0	0	0
Adopted	**663,532**	**0**	**663,532**	**0**	**0**	**0**	**0**	**0**

Proposed (FY12 Through FY16 CIP)

13GT01 - Bike/Ped - Sweetwater Preserve Connector	250,000	0	0	250,000	0	0	0	0
13ST01 - NW 62 Av-Unpaved Surface Treatment	273,144	0	0	273,144	0	0	0	0
13ST02 - NW 166Av-Unpaved Surface Treatment	27,842	0	0	27,842	0	0	0	0
13ST03 - SE 177th Ave - Unpaved Surface Treatment	31,884	0	0	31,884	0	0	0	0
13ST04 - Old Bellamy Rd - Unpaved Surface Treatment	27,168	0	0	27,168	0	0	0	0
13ST05 - SW 190 St/194 St - Unpaved Surface Treatment	38,801	0	0	38,801	0	0	0	0

Project	CIP Total	Appro. To Date	FY 2012 Budget	FY 2013 Budget	FY 2014 Budget	FY 2015 Budget	FY 2016 Budget	Future Funding
19 - 2008 $0.05 Local Option Gas Tax, Transp (350 & 353)								
Proposed (FY12 Through FY16 CIP)								
13ST06 - NW 142nd Ave - Unpaved Surface Treatment	98,360	0	0	98,360	0	0	0	0
13ST07 - NW 218th Ave - Unpaved Surface Treatment	22,708	0	0	22,708	0	0	0	0
13ST08 - NE 120th Ave - Unpaved Surface Treatment	12,810	0	0	12,810	0	0	0	0
14GT02 - SW 63rd Blvd/62nd Avenue Resurface/Realign	4,000,000	0	0	0	0	4,000,000	0	0
14GT03 - NW CR 235 Mill and Resurface	10,000,000	0	0	0	0	10,000,000	0	0
14GT04 - NW 43rd Street Mill and Resurface	4,200,000	0	0	0	0	4,200,000	0	0
14GT05 - NW CR 231 Mill and Resurface	5,600,000	0	0	0	0	5,600,000	0	0
14GT21 - Bike/Ped - NW 143rd Street (CR 241)	375,000	0	0	12,605	265,231	97,164	0	0
15GT01 - Bike/Ped - CR 235A	125,000	0	0	0	0	125,000	0	0
15GT02 - Bike/Ped - Archer Braid	316,281	0	0	0	0	45,719	270,562	183,719
Proposed (FY12 Through FY16 CIP)	**25,398,998**	**0**	**0**	**795,322**	**265,231**	**24,067,883**	**270,562**	**183,719**
Local Option Gas Tax, Transp (350 & 353)	**26,062,530**	**0**	**663,532**	**795,322**	**265,231**	**24,067,883**	**270,562**	**183,719**

22 - Transportation - Other

Adopted

Project	CIP Total	Appro. To Date	FY 2012 Budget	FY 2013 Budget	FY 2014 Budget	FY 2015 Budget	FY 2016 Budget	Future Funding
12MF01 - SW 143rd St	329,379	0	329,379	0	0	0	0	0
12MF02 - SW 73rd Ave Ext	1,170,941	0	1,170,941	0	0	0	0	0
14GT20 - SW 8th Avenue Extension	2,732,195	1,170,941	1,561,254	0	0	0	0	0
Adopted	**4,232,515**	**1,170,941**	**3,061,574**	**0**	**0**	**0**	**0**	**0**

Proposed (FY12 Through FY16 CIP)

13MF01 - SW 45th St	5,105,723	0	0	5,105,723	0	0	0	0
13MF02 - SE 43rd St	864,535	0	0	864,535	0	0	0	0
14GT19 - SW 20th Avenue Bridge Widening I-75	8,800,000	0	0	0	8,800,000	0	0	0
15MF01 - Ft. Clarke Blvd Dedicated Transit Lanes	2,422,556	0	0	0	0	2,422,556	0	0
15MF02 - SW 91st St/SW 73rd Ave Ext	1,170,941	0	0	0	0	1,170,941	0	0
15MF03 - SW 30th Ave (bridge)	12,660,039	0	0	0	0	12,660,039	0	0
Proposed (FY12 Through FY16 CIP)	**31,023,794**	**0**	**0**	**5,970,258**	**8,800,000**	**16,253,536**	**0**	**0**
22 - Transportation - Other	**35,256,309**	**1,170,941**	**3,061,574**	**5,970,258**	**8,800,000**	**16,253,536**	**0**	**0**
Report Total	**100,655,895**	**10,361,128**	**9,634,401**	**12,887,397**	**15,183,015**	**46,398,544**	**6,191,410**	**183,719**

RESOLUTION 11-109

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, RELATING TO THE LEVY OF GENERAL COUNTY PURPOSE AD VALOREM TAXES FOR THE 2011 TAX YEAR; ADOPTING FINAL MILLAGE RATES; ESTABLISHING THE PERCENTAGE CHANGE FROM THE ROLLED BACK RATE; DIRECTING THE TRANSMITTAL OF CERTIFIED COPIES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, at the public hearing of September 13, 2011, the Board of County Commissioners of Alachua County, Florida adopted Resolution 11-96 approving the proposed millage rates and Resolution 11-97, approving an adjusted tentative general County budget; and

WHEREAS, in accordance with applicable law, the Board of County Commissioners advertised its proposed millage rates and its final County budget and advertised a public hearing date for adoption of the final millage rates and the final County budget for September 27, 2011; and,

WHEREAS, the September 27, 2011, public hearing has been held as specified in the advertisement and in accordance with applicable law;

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

1. That the following final millage rate to fund the final general County budget for fiscal year 2011-12 is hereby adopted in accordance with applicable law:

General Fund	8.5956 mills

2. The millage rate levied herein is less than the rolled back rate of 8.7224 by 1.45 percent.

3. The following final millage rate to fund the final debt service budget for fiscal year 2011-12 is hereby adopted in accordance with applicable law;

Debt Service .2500 mills

4. The millage rate levied herein is less than the rolled back rate of 0.2603 by 3.96 percent.

5. The County Manager is hereby authorized and directed to transmit certified copies of this resolution, as well as any other forms or documents required by state law, to the Alachua County Property Appraiser, the Alachua County Tax Collector, and to the State of Florida Department of Revenue.

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

DULY ADOPTED in public hearing, this 27th day of September, 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

_____
David W. Wagner, Attorney

RESOLUTION 11-110

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, RELATING TO ITS BUDGET FOR THE 2011-12 FISCAL YEAR; REVISING THE ESTIMATE OF RECEIPTS AND OF BALANCES TO BE BROUGHT FORWARD; ADOPTING A FINAL GENERAL COUNTY BUDGET; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 7, 2011, the County Manager, as the Alachua County Budget Officer, presented the tentative budget for further consideration by the Board of County Commissioners in accordance with applicable law; and,

WHEREAS, said budget contained estimates of receipts and of balances brought forward as part of the budget presentation; and,

WHEREAS, the Board of County Commissioners adopted Resolution 11-97 on September 13, 2011, revising the Budget Officer's estimates of receipts and of balances to be brought forward; and,

WHEREAS, the Board of County Commissioners wishes to further revise the estimates of receipts and of balances to be brought forward based on the most current information available as of the date of this resolution; and,

WHEREAS, the Board of County Commissioners of Alachua County, Florida, has complied with all conditions precedent to the adoption of a final general County budget; and,

WHEREAS, the Board has this date adopted a resolution adopting final millages to fund a final general County budget;

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

1. In accordance with the requirements of Section 129.03, Florida Statutes, the estimates of receipts and of balances to be brought forward are revised as set out in the document entitled "*FY12 Final Budget*."

2. The final general County budget contained in the document entitled "*FY12 Final Budget*," is hereby adopted as adjusted by motion.

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

DULY ADOPTED in public hearing, this 27th day of September, 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

_____
David W. Wagner, Attorney

RESOLUTION 11-111

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, RELATING TO THE LEVY OF ALACHUA COUNTY MUNICIPAL SERVICES TAXING UNIT-UNINCORPORATED SERVICES AD VALOREM TAXES FOR THE 2011 TAX YEAR; ADOPTING A FINAL MILLAGE RATE; ESTABLISHING THE PERCENTAGE CHANGE FROM THE ROLLED BACK RATE; DIRECTING THE TRANSMITTAL OF CERTIFIED COPIES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, at the public hearing of September 13, 2011, the Board of County Commissioners of Alachua County, Florida adopted Resolution 11-98, approving a proposed millage rate and Resolution 11-99, approving an adjusted tentative budget for the Alachua County Municipal Services Taxing Unit-Unincorporated Services; and,

WHEREAS, in accordance with applicable law the Board of County Commissioners advertised its proposed millage rates and its final County budget and advertised a public hearing date for adoption of the final millage rates and the final County budget for September 27, 2011; and,

WHEREAS, the September 27, 2011 public hearing has been held as specified in the advertisement and in accordance with applicable law;

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

1. The following final millage rate to fund a final Alachua County Municipal Services Taxing Unit-Unincorporated Services budget for fiscal year 2011-12 is hereby adopted in accordance with applicable law:

MSTU-Unincorporated Services	0.4124 mills.

2. The millage rate levied herein is less than the rolled back rate of .4320 by 4.54 percent.

3. The County Manager is hereby authorized and directed to transmit certified copies of this resolution, as well as any other forms or documents required by state law, to the Alachua County Property Appraiser, the Alachua County Tax Collector, and to the State of Florida Department of Revenue.

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

DULY ADOPTED in public hearing, this 27th day of September, 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

_____
David W. Wagner, Attorney

RESOLUTION 11-112

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, RELATING TO ITS BUDGET FOR THE 2011-12 FISCAL YEAR; REVISING THE ESTIMATE OF RECEIPTS AND OF BALANCES TO BE BROUGHT FORWARD; ADOPTING A FINAL ALACHUA COUNTY MUNICIPAL SERVICES TAXING UNIT-UNINCORPORATED SERVICES BUDGET; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 7, 2011, the County Manager, as the Alachua County Budget Officer, presented the tentative budget for further consideration by the Board of County Commissioners in accordance with applicable law; and,

WHEREAS, said budget contained estimates of receipts and of balances brought forward as part of the budget presentation; and,

WHEREAS, the Board of County Commissioners adopted Resolution 11-99 on September 13, 2011, revising the Budget Officer's estimates of receipts and of balances to be brought forward; and,

WHEREAS, the Board of County Commissioners wishes to further revise the estimates of receipts and of balances to be brought forward based on the most current information available as of the date of this resolution; and,

WHEREAS, the Board of County Commissioners of Alachua County, Florida, has complied with all the conditions precedent to the adoption of a final Municipal Services Taxing Unit-Unincorporated Services budget; and,

WHEREAS, the Board has this date adopted a resolution adopting the final millage to fund a final Municipal Services Taxing Unit-Unincorporated Services budget;

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

1. In accordance with the requirements of Section 129.03, Florida Statutes, the estimates of receipts and balances to be brought forward are revised as set out in the document entitled "*FY12 Final Budget.*"

2. The final Alachua County Municipal Services Taxing Unit-Unincorporated Services budget contained in the document entitled "*FY12 Final Budget*" is hereby adopted as adjusted by motion.

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

DULY ADOPTED in public hearing, this 27th day of September 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

_____
David W. Wagner, Attorney

RESOLUTION 11-113

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, RELATING TO THE LEVY OF ALACHUA COUNTY MUNICIPAL SERVICES TAXING UNIT- LAW ENFORCEMENT AD VALOREM TAXES FOR THE 2011 TAX YEAR; ADOPTING A FINAL MILLAGE RATE; ESTABLISHING THE PERCENTAGE CHANGE FROM THE ROLLED BACK RATE; DIRECTING THE TRANSMITTAL OF CERTIFIED COPIES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, at the public hearing of September 13, 2011, the Board of County Commissioners of Alachua County, Florida adopted Resolution 11-100, approving a proposed millage rate and Resolution 11-101, approving an adjusted tentative budget for the Alachua County Municipal Services Taxing Unit - Law Enforcement; and,

WHEREAS, in accordance with applicable law the Board of County Commissioners advertised its proposed millage rates and its final County budget and advertised a public hearing date for adoption of the final millage rates and the final County budget for September 27, 2011; and,

WHEREAS, the September 27, 2011 public hearing has been held as specified in the advertisement and in accordance with applicable law;

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

1. The following final millage rate to fund a final Alachua County Municipal Services Taxing Unit-Law Enforcement budget for fiscal year 2011-12 is hereby adopted in accordance with applicable law:

MSTU-Law Enforcement 1.6710 mills.

2. The millage rate levied herein is less than the rolled back rate of 1.7308 by 3.46 percent.

3. The County Manager is hereby authorized and directed to transmit certified copies of this resolution, as well as any other forms or documents required by state law, to the Alachua County Property Appraiser, the Alachua County Tax Collector, and to the State of Florida Department of Revenue.

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

DULY ADOPTED in public hearing, this 27th day of September, 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

_____
David W. Wagner, Attorney

RESOLUTION 11-114

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, RELATING TO ITS BUDGET FOR THE 2011-12 FISCAL YEAR; REVISING THE ESTIMATE OF RECEIPTS AND OF BALANCES TO BE BROUGHT FORWARD; ADOPTING A FINAL ALACHUA COUNTY MUNICIPAL SERVICES TAXING UNIT- LAW ENFORCEMENT BUDGET; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 7, 2011, the County Manager, as the Alachua County Budget Officer, presented the tentative budget for further consideration by the Board of County Commissioners in accordance with applicable law; and,

WHEREAS, said budget contained estimates of receipts and of balances brought forward as part of the budget presentation; and,

WHEREAS, the Board of County Commissioners adopted Resolution 11-101 on September 13, 2011, revising the Budget Officer's estimates of receipts and of balances to be brought forward; and,

WHEREAS, the Board of County Commissioners wishes to further revise the estimates of receipts and of balances to be brought forward based on the most current information available as of the date of this resolution; and,

WHEREAS, the Board of County Commissioners of Alachua County, Florida, has complied with all the conditions precedent to the adoption of a final Municipal Services Taxing Unit-Law Enforcement budget; and,

WHEREAS, the Board has this date adopted a resolution adopting the final millage to fund a final Municipal Services Taxing Unit-Law Enforcement budget;

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

1. In accordance with the requirements of Section 129.03, Florida Statutes, the estimates of receipts and balances to be brought forward are revised as set out in the document entitled "*FY12 Final Budget*."

2. The final Alachua County Municipal Services Taxing Unit-Law Enforcement budget contained in the document entitled "*FY12 Final Budget* " is hereby adopted as adjusted by motion.

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

DULY ADOPTED in public hearing, this 27th day of September 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

_____
David W. Wagner, Attorney

RESOLUTION 11-115

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, RELATING TO THE LEVY OF ALACHUA COUNTY MUNICIPAL SERVICES TAXING UNIT- FIRE PROTECTION SERVICES AD VALOREM TAXES FOR THE 2011 TAX YEAR; ADOPTING A FINAL MILLAGE RATE; ESTABLISHING THE PERCENTAGE CHANGE FROM THE ROLLED BACK RATE; DIRECTING THE TRANSMITTAL OF CERTIFIED COPIES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, at the public hearing of September 13, 2011, the Board of County Commissioners of Alachua County, Florida adopted Resolution 11-102, approving a proposed millage rate and Resolution 11-103, approving an adjusted tentative budget for the Alachua County Municipal Services Taxing Unit – Fire Protection Services; and,

WHEREAS, in accordance with applicable law the Board of County Commissioners advertised its proposed millage rates and its final County budget and advertised a public hearing date for adoption of the final millage rates and the final County budget for September 27, 2011; and,

WHEREAS, the September 27, 2011 public hearing has been held as specified in the advertisement and in accordance with applicable law;

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

1. The following final millage rate to fund a final Alachua County Municipal Services Taxing Unit-Fire Protection Service budget for fiscal year 2011-12 is hereby adopted in accordance with applicable law:

MSTU-Fire Protection Services 1.3391 mills.

2. The millage rate levied herein is less than the rolled back rate of 1.4023 by 4.51 percent.

3. The County Manager is hereby authorized and directed to transmit certified copies of this resolution, as well as any other forms or documents required by state law, to the Alachua County Property Appraiser, the Alachua County Tax Collector, and to the State of Florida Department of Revenue.

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

DULY ADOPTED in public hearing by a two-thirds vote of the membership of the County Commission this 27th day of September, 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

_____
David W. Wagner, Attorney

RESOLUTION 11-116

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, RELATING TO ITS BUDGET FOR THE 2011-12 FISCAL YEAR; REVISING THE ESTIMATE OF RECEIPTS AND OF BALANCES TO BE BROUGHT FORWARD; ADOPTING A FINAL ALACHUA COUNTY MUNICIPAL SERVICES TAXING UNIT-FIRE PROTECTION SERVICES BUDGET; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 7, 2011, the County Manager, as the Alachua County Budget Officer, presented the tentative budget for further consideration by the Board of County Commissioners in accordance with applicable law; and,

WHEREAS, said budget contained estimates of receipts and of balances brought forward as part of the budget presentation; and,

WHEREAS, the Board of County Commissioners adopted Resolution 11-103 on September 13, 2011, revising the Budget Officer's estimates of receipts and of balances to be brought forward; and,

WHEREAS, the Board of County Commissioners wishes to further revise the estimates of receipts and of balances to be brought forward based on the most current information available as of the date of this resolution; and,

WHEREAS, the Board of County Commissioners of Alachua County, Florida, has complied with all the conditions precedent to the adoption of a final Municipal Services Taxing Unit-Fire Protection Services budget; and,

WHEREAS, the Board has this date adopted a resolution adopting the final millage to fund a final Municipal Services Taxing Unit-Fire Protection Services budget;

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

1. In accordance with the requirements of Section 129.03, Florida Statutes, the estimates of receipts and balances to be brought forward are revised as set out in the document entitled "*FY12 Final Budget*."

2. The final Alachua County Municipal Services Taxing Unit-Fire Protection Services budget contained in the document entitled "*FY12 Final Budget* " is hereby adopted as adjusted by motion.

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

DULY ADOPTED in public hearing, this 27th day of September 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

_____
David W. Wagner, Attorney

Alachua County Board of County Commissioners
FY12 Tentative Budget
Budget Decision Package - Tier 1 General Fund Ongoing Only

Tier 1 - General Fund Ongoing

Budget Issue	Title and Description	FTE	Adjustment
1	**Property Tax Revenue - ~~Increase millage rate to Simple Majority~~ Adjusted for Revenue Stabilization Millage approved by the Board**		**1,557,747**
2	~~Core Service Improvement Account~~ BoCC Revenue and Millage Rate Reduction		(1,557,747)
3	**Reduction in costs related to FRS contribution rate changes (ongoing portion only)**		**630,000**
4	Employer Compensation Liability Account for employee benefit costs		(630,000)
5	**Juvenile Detention Center (State formula reduction)**		**920,303**
6	Inmate Medical Costs		(250,000)
7	**Court Services - Mental Health Grant Match CJMSHAG**		(166,500)
8	Austin Cary Tower		(29,046)
9	**Child Protective Team Medical Expenses**		(84,000)
10	Increased Costs for Indigent Burials		(25,000)
11	**Fire/Rescue Operational Analysis and Master Plan Update (split funded)**		(50,000)
12	Fire Rescue Radio Replacement (split funded)		(96,000)
13	**Grace Marketplace One Stop Homeless Center (partial year funding) (Funded at $154,000 in FY13)**		(50,000)
14	One Solution Financial System Equipment Replacement (annual contribution)		(18,000)
15	**Utility Cost Increase (loss of GRU Business Partner and Rate Increase)**		(186,495)
16	Reduction of EPD Office Lease		34,738
17	**Eliminate 1.00 FTE (V) - Veterinarian reallocate cost to contractual services**	(1.00)	**0**
18	Eliminate 1.00 FTE (V) Assistant Housing Program Manager (split funded)	(1.00)	0
19	**Elimination of CSS Share of building security guards**		**20,300**
20	Eliminate 1.00 FTE (V) - Sr. Programming Analyst in ITS	(1.00)	90,000
21	**Equal Opportunity Closed Captioning Reduction in Contract Costs**		**10,300**
22	Sustainability Program Reduction in Operating Costs		7,000
23	**Organizational Development & Training Operating Reductions**		**7,580**
24	Community Support Services Reduction in Office Supplies		11,750
25	**Eliminate WAV Program Funding in EPD**		**15,000**
26	Reduced Work Hours (F) Housing Manager in Growth Management		11,727
27	**Reduction in Operating Cost in Growth Management**		**13,230**

Alachua County Board of County Commissioners
FY12 Tentative Budget
Budget Decision Package - Tier 1 General Fund Ongoing Only

Tier 1 - General Fund Ongoing

28		EPD Staff Workload Reallocations		4,49
29		Eliminate .75 FTE (V) - Sr. Staff Assistant in Administrative Services	(0.75)	29,777
30	*	Elimination of Well Florida Funding		10,000
31	*	Reduction in General Fund Tip Fee Waivers for Waste Management		29,267
32	*	Court Administration Reduction in Overtime		3,452
33	*	Decrease County Attorney Operating Budget		45,890
34	*	Reduction in General Fund Transfer In to Gas Tax		57,000
35	*	Eliminate On Call and Shift Differential in ITS		15,872
36	*	Reduction Mowing Contracts for Parks		23,765
37	*	Reduce Prescribed Fire Capital Expense in EPD		19,048
38	*	Facilities Reduction in HVAC Contractual Services (reduced from $40,000 as requested by Department)		25,000
39	*	Reallocation of Planner Workload to Grant Funds in Growth Management		24,113
40	*	Reallocate Staff Salary and Reduce Operating Costs (Administrative Services)		22,501
41	*	Eliminate 1.00 FTE (V) Equal Opportunity Specialist	(1.00)	51,798
42	*	Bus Passes (net difference between budgeted amount and new contract) (Human Resources)		650
43	*	CCC - Adjustment for High Springs Dispatch Center costs		TF
44	*	Family Data Center (holding place awaiting final Board decision)		(35,000)
45	*	Florida Organic Growers EBT Program		(9,193)
Subtotal Tier 1			(4.75)	505,323
FY12 Budget Reduction Goal at Revenue Stabilization				0
Adjusted Balance Allocated to Reserves				505,323

* Previous Tier 2 items moved to Tier 1 based on Board action

September 27, 2011
Public Hearing (FY12 Final Budget)
5:30 pm

1. FY12 Final Budget (Support for Budget Resolutions)
   - Expenditures by Fund and Department
   - Revenues by Fund and Major Type

2. FY12 Final Budget - FTE Summary Report

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FY12 Final Budget – Expenditures

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	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
001 General Fund									
00 Non-Departmental									
91 Transfers Out to Other Funds	3,070,228	3,430,872	360,644	3,981,153	550,281	3,981,153	0	3,981,153	0
00 Non-Departmental	3,070,228	3,430,872	360,644	3,981,153	550,281	3,981,153	0	3,981,153	0
02 County Commission									
10 Personal Services	478,020	465,503	-12,517	476,153	10,650	476,153	0	476,153	0
30 Operating Expenditures	43,685	40,523	-3,162	40,523	0	40,523	0	40,523	0
02 County Commission	521,705	506,026	-15,679	516,676	10,650	516,676	0	516,676	0
03 County Attorney									
10 Personal Services	804,533	768,626	-35,907	788,170	19,544	788,170	0	788,170	0
30 Operating Expenditures	104,402	106,260	1,858	106,260	0	60,370	-45,890	60,370	0
03 County Attorney	908,935	874,886	-34,049	894,430	19,544	848,540	-45,890	848,540	0
04 Non-Departmental Special Expense									
10 Personal Services	115,000	115,000	0	115,000	0	115,000	0	115,000	0
30 Operating Expenditures	6,654,285	6,749,472	95,187	8,524,312	1,774,840	6,966,565	-1,557,747	6,966,565	0
60 Capital Outlay	35,000	35,000	0	35,000	0	35,000	0	35,000	0
80 Grants And Aid	4,842,085	4,602,197	-239,888	4,574,610	-27,587	4,609,610	35,000	4,609,610	0
99 Appropriated Reserves	5,765,159	5,765,159	0	6,357,349	592,190	6,633,670	276,321	6,624,477	-9,193
04 Non-Departmental Special Expense	17,411,529	17,266,828	-144,701	19,606,271	2,339,443	18,359,845	-1,246,426	18,350,652	-9,193
07 Clerk of Courts									
92 Transfer to Constitutional Offices	1,852,531	1,852,531	0	1,852,531	0	1,852,531	0	1,852,531	0
07 Clerk of Courts	1,852,531	1,852,531	0	1,852,531	0	1,852,531	0	1,852,531	0
10 Property Appraiser									
92 Transfer to Constitutional Offices	3,938,971	3,938,971	0	3,921,921	-17,050	3,921,921	0	3,921,921	0
10 Property Appraiser	3,938,971	3,938,971	0	3,921,921	-17,050	3,921,921	0	3,921,921	0
12 Supervisor Of Elections									
60 Capital Outlay	0	0	0	400,000	400,000	400,000	0	400,000	0
91 Transfers Out to Other Funds	1,557,163	1,529,933	-27,230	1,896,917	366,984	1,896,917	0	1,896,917	0
12 Supervisor Of Elections	1,557,163	1,529,933	-27,230	2,96,917	766,984	2,296,917	0	2,296,917	0

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
001 General Fund									
16 Information Services									
10 Personal Services	3,053,996	2,927,174	-126,822	2,905,972	-21,202	2,890,100	-15,872	2,890,100	0
30 Operating Expenditures	604,310	613,789	9,479	731,789	118,000	731,789	0	731,789	0
60 Capital Outlay	50,000	50,000	0	50,000	0	50,000	0	50,000	0
16 Information Services	3,708,306	3,590,963	-117,343	3,687,761	96,798	3,671,889	-15,872	3,671,889	0
17 County Manager									
10 Personal Services	2,107,818	1,998,806	-109,012	2,051,563	52,757	2,051,563	0	2,051,563	0
30 Operating Expenditures	371,060	368,190	-2,870	361,190	-7,000	361,190	0	361,190	0
60 Capital Outlay	16,948	16,948	0	16,948	0	16,948	0	16,948	0
17 County Manager	2,495,826	2,383,944	-111,882	2,429,701	45,757	2,429,701	0	2,429,701	0
18 Administrative Services									
10 Personal Services	3,696,339	3,545,318	-151,021	3,597,768	52,450	3,528,561	-69,207	3,528,561	0
30 Operating Expenditures	5,131,136	5,585,050	453,914	5,784,915	199,865	5,754,173	-30,742	5,754,173	0
91 Transfers Out to Other Funds	526,000	0	-526,000	0	0	0	0	0	0
18 Administrative Services	9,353,475	9,130,368	-223,107	9,382,683	252,315	9,282,734	-99,949	9,282,734	0
25 Animal Services									
10 Personal Services	1,624,433	1,529,861	-94,572	1,486,335	-43,526	1,486,335	0	1,486,335	0
30 Operating Expenditures	515,006	533,548	18,542	611,081	77,533	611,081	0	611,081	0
25 Animal Services	2,139,439	2,063,409	-76,030	2,097,416	34,007	2,097,416	0	2,097,416	0
29 Community Support Services									
10 Personal Services	2,446,497	2,354,255	-92,242	2,418,056	63,801	2,418,056	0	2,418,056	0
30 Operating Expenditures	5,334,014	5,329,667	-4,347	5,395,315	65,648	5,395,315	0	5,395,315	0
80 Grants And Aid	1,041,297	1,041,297	0	1,249,122	207,825	1,239,122	-10,000	1,248,315	9,193
91 Transfers Out to Other Funds	296,744	252,722	-44,022	261,849	9,127	261,849	0	261,849	0
29 Community Support Services	9,118,552	8,977,941	-140,611	9,324,342	346,401	9,314,342	-10,000	9,323,535	9,193
32 Sheriff-Jail									
30 Operating Expenditures	175,599	175,599	0	112,218	-63,381	112,218	0	112,218	0
92 Transfer to Constitutional Offices	26,431,124	25,502,245	-928,879	26,431,124	928,879	26,431,124	0	26,431,124	0
32 Sheriff-Jail	26,606,723	25,677,844	-928,879	26,543,342	865,498	26,543,342	0	26,543,342	0

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
001 General Fund									
33 Court Administration									
10 Personal Services	480,791	464,676	-16,115	434,664	-30,012	431,212	-3,452	431,212	0
30 Operating Expenditures	306,427	313,088	6,661	307,434	-5,654	307,434	0	307,434	0
33 Court Administration	787,218	777,764	-9,454	742,098	-35,666	738,646	-3,452	738,646	0
34 State Attorney									
30 Operating Expenditures	179,894	179,108	-786	177,908	-1,200	177,908	0	177,908	0
60 Capital Outlay	8,455	9,768	1,313	9,768	0	9,768	0	9,768	0
34 State Attorney	188,349	188,876	527	187,676	-1,200	187,676	0	187,676	0
35 Public Defender									
10 Personal Services	51,234	49,139	-2,095	49,139	0	49,139	0	49,139	0
30 Operating Expenditures	94,639	94,820	181	94,149	-671	94,149	0	94,149	0
60 Capital Outlay	0	0	0	10,000	10,000	10,000	0	10,000	0
35 Public Defender	145,873	143,959	-1,914	153,288	9,329	153,288	0	153,288	0
36 Court Services									
10 Personal Services	4,692,276	4,536,788	-155,488	4,589,959	53,171	4,589,959	0	4,589,959	0
30 Operating Expenditures	3,065,761	3,066,769	1,008	2,146,466	-920,303	2,146,466	0	2,146,466	0
91 Transfers Out to Other Funds	407,341	314,124	-93,217	535,719	221,595	535,719	0	535,719	0
36 Court Services	8,165,378	7,917,681	-247,697	7,272,144	-645,537	7,272,144	0	7,272,144	0
37 Clerk of Courts									
92 Transfer to Constitutional Offices	294,268	294,268	0	294,268	0	294,268	0	294,268	0
37 Clerk of Courts	294,268	294,268	0	294,268	0	294,268	0	294,268	0
38 Guardian Ad Litem									
10 Personal Services	84,055	80,839	-3,216	81,871	1,032	81,871	0	81,871	0
30 Operating Expenditures	24,857	25,138	281	25,138	0	25,138	0	25,138	0
38 Guardian Ad Litem	108,912	105,977	-2,935	107,009	1,032	107,009	0	107,009	0
41 Recreation									
10 Personal Services	183,554	175,167	-8,387	179,094	3,927	179,094	0	179,094	0
30 Operating Expenditures	294,511	297,724	3,213	297,724	0	273,959	-23,765	273,959	0
41 Recreation	478,065	472,891	-5,174	476,818	3,927	453,053	-23,765	453,053	0

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
001 General Fund									
54 Fire Rescue									
10 Personal Services	7,581,364	7,334,014	-247,350	7,479,878	145,864	7,479,878	0	7,479,878	0
30 Operating Expenditures	2,696,277	2,627,591	-68,686	2,812,447	184,856	2,812,447	0	2,812,447	0
60 Capital Outlay	24,000	24,000	0	757,500	733,500	757,500	0	757,500	0
80 Grants And Aid	30,385	30,385	0	30,385	0	30,385	0	30,385	0
91 Transfers Out to Other Funds	28,737	28,737	0	21,553	-7,184	21,553	0	21,553	0
54 Fire Rescue	10,360,763	10,044,727	-316,036	11,101,763	1,057,036	11,101,763	0	11,101,763	0
55 Environmental Protection									
10 Personal Services	1,021,304	966,224	-55,080	979,457	13,233	979,457	0	979,457	0
30 Operating Expenditures	530,814	567,292	36,478	517,554	-49,738	517,554	0	517,554	0
60 Capital Outlay	32,820	41,820	9,000	41,820	0	22,772	-19,048	22,772	0
55 Environmental Protection	1,584,938	1,575,336	-9,602	1,538,831	-36,505	1,519,783	-19,048	1,519,783	0
65 Growth Management									
10 Personal Services	950,969	912,839	-38,130	918,647	5,808	894,534	-24,113	894,534	0
30 Operating Expenditures	129,443	128,248	-1,195	119,248	-9,000	119,248	0	119,248	0
65 Growth Management	1,080,412	1,041,087	-39,325	1,037,895	-3,192	1,013,782	-24,113	1,013,782	0
71 Sheriff									
30 Operating Expenditures	227,903	227,903	0	130,989	-96,914	130,989	0	130,989	0
91 Transfers Out to Other Funds	1,326,074	1,274,894	-51,180	1,455,648	180,754	1,455,648	0	1,455,648	0
92 Transfer to Constitutional Offices	17,044,661	16,516,565	-528,096	17,044,661	528,096	17,044,661	0	17,044,661	0
71 Sheriff	18,598,638	18,019,362	-579,276	18,631,298	611,936	18,631,298	0	18,631,298	0
76 Waste Management									
30 Operating Expenditures	60,000	60,000	0	60,000	0	30,733	-29,267	30,733	0
91 Transfers Out to Other Funds	100,000	100,000	0	100,000	0	100,000	0	100,000	0
76 Waste Management	160,000	160,000	0	160,000	0	130,733	-29,267	130,733	0
79 Road And Bridge									
91 Transfers Out to Other Funds	1,140,000	1,140,000	0	1,140,000	0	1,083,000	-57,000	1,083,000	0
79 Road And Bridge	1,140,000	1,140,000	0	1,140,000	0	1,083,000	-57,000	1,083,000	0
001 General Fund	125,776,197	123,106,444	-2,669,753	129,378,232	6,271,788	127,803,450	-1,574,782	127,803,450	0

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
002 TD-VCB									
45 Ecomonic Environment									
30 Operating Expenditures	672,585	638,956	-33,629	638,956	0	638,956	0	638,956	0
45 Ecomonic Environment	672,585	638,956	-33,629	638,956	0	638,956	0	638,956	0
002 TD-VCB	672,585	**638,956**	**-33,629**	**638,956**	**0**	**638,956**	**0**	**638,956**	**0**
004 TD-Gainesville Sports Commission									
45 Ecomonic Environment									
80 Grants And Aid	110,000	110,000	0	110,000	0	110,000	0	110,000	0
45 Ecomonic Environment	110,000	110,000	0	110,000	0	110,000	0	110,000	0
004 TD-Gainesville Sports Commission	110,000	**110,000**	**0**	**110,000**	**0**	**110,000**	**0**	**110,000**	**0**
005 TD-Grants									
45 Ecomonic Environment									
30 Operating Expenditures	299,180	0	-299,180	0	0	0	0	0	0
80 Grants And Aid	0	294,136	294,136	294,136	0	294,136	0	294,136	0
45 Ecomonic Environment	299,180	294,136	-5,044	294,136	0	294,136	0	294,136	0
005 TD-Grants	299,180	**294,136**	**-5,044**	**294,136**	**0**	**294,136**	**0**	**294,136**	**0**
006 Destination Enhancement									
45 Ecomonic Environment									
80 Grants And Aid	671,696	643,112	-28,584	643,112	0	643,112	0	643,112	0
45 Ecomonic Environment	671,696	643,112	-28,584	643,112	0	643,112	0	643,112	0
006 Destination Enhancement	671,696	**643,112**	**-28,584**	**643,112**	**0**	**643,112**	**0**	**643,112**	**0**
008 MSTU-Unincorporated Services									
00 Non-Departmental									
30 Operating Expenditures	14,633	14,633	0	14,633	0	14,633	0	14,633	0
00 Non-Departmental	14,633	14,633	0	14,633	0	14,633	0	14,633	0

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
008 MSTU-Unincorporated Services									
04 Non-Departmental Special Expense									
30 Operating Expenditures	1,125,997	1,125,997	0	1,125,997	0	1,125,997	0	1,125,997	0
99 Appropriated Reserves	243,245	269,992	26,747	331,710	61,718	331,710	0	331,710	0
04 Non-Departmental Special Expense	1,369,242	1,395,989	26,747	1,457,707	61,718	1,457,707	0	1,457,707	0
17 County Manager									
10 Personal Services	53,370	51,290	-2,080	52,499	1,209	52,499	0	52,499	0
17 County Manager	53,370	51,290	-2,080	52,499	1,209	52,499	0	52,499	0
18 Administrative Services									
30 Operating Expenditures	7,500	7,500	0	8,025	525	8,025	0	8,025	0
18 Administrative Services	7,500	7,500	0	8,025	525	8,025	0	8,025	0
29 Community Support Services									
30 Operating Expenditures	190,100	190,100	0	190,100	0	190,100	0	190,100	0
29 Community Support Services	190,100	190,100	0	190,100	0	190,100	0	190,100	0
41 Recreation									
10 Personal Services	488,137	465,443	-22,694	475,971	10,528	475,971	0	475,971	0
30 Operating Expenditures	748,526	751,992	3,466	721,992	-30,000	721,992	0	721,992	0
91 Transfers Out to Other Funds	262,000	262,000	0	262,000	0	262,000	0	262,000	0
41 Recreation	1,498,663	1,479,435	-19,228	1,459,963	-19,472	1,459,963	0	1,459,963	0
55 Environmental Protection									
10 Personal Services	397,582	381,089	-16,493	374,094	-6,995	374,094	0	374,094	0
30 Operating Expenditures	109,783	105,735	-4,048	94,175	-11,560	94,175	0	94,175	0
55 Environmental Protection	507,365	486,824	-20,541	468,269	-18,555	468,269	0	468,269	0
65 Growth Management									
10 Personal Services	1,239,081	1,187,924	-51,157	1,188,911	987	1,188,911	0	1,188,911	0
30 Operating Expenditures	283,916	285,668	1,752	285,668	0	285,668	0	285,668	0
65 Growth Management	1,522,997	1,473,592	-49,405	1,474,579	987	1,474,579	0	1,474,579	0
68 Public Works									
10 Personal Services	376,185	361,480	-14,705	356,785	-4,695	356,785	0	356,785	0

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
008 MSTU-Unincorporated Services									
68 Public Works									
30 Operating Expenditures	109,933	109,905	-28	109,905	0	109,905	0	109,905	0
60 Capital Outlay	0	850	850	850	0	850	0	850	0
68 Public Works	486,118	472,235	-13,883	467,540	-4,695	467,540	0	467,540	0
79 Road And Bridge									
10 Personal Services	61,983	66,544	4,561	68,011	1,467	68,011	0	68,011	0
30 Operating Expenditures	239,498	240,124	626	180,124	-60,000	180,124	0	180,124	0
79 Road And Bridge	301,481	306,668	5,187	248,135	-58,533	248,135	0	248,135	0
008 MSTU-Unincorporated Services	5,951,469	**5,878,266**	**-73,203**	**5,841,450**	**-36,816**	**5,841,450**	**0**	**5,841,450**	**0**
009 MSTU-Law Enforcement									
04 Non-Departmental Special Expense									
30 Operating Expenditures	199,033	199,033	0	199,033	0	199,033	0	199,033	0
99 Appropriated Reserves	0	2,230,200	2,230,200	786,086	-1,444,114	786,086	0	786,086	0
04 Non-Departmental Special Expense	199,033	2,429,233	2,230,200	985,119	-1,444,114	985,119	0	985,119	0
71 Sheriff									
30 Operating Expenditures	255,608	255,608	0	130,989	-124,619	130,989	0	130,989	0
91 Transfers Out to Other Funds	1,699,575	1,809,083	109,508	1,883,443	74,360	1,883,443	0	1,883,443	0
92 Transfer to Constitutional Offices	14,655,645	14,032,858	-622,787	14,655,645	622,787	14,655,645	0	14,655,645	0
99 Appropriated Reserves	932,186	0	-932,186	0	0	0	0	0	0
71 Sheriff	17,543,014	16,097,549	-1,445,465	16,670,077	572,528	16,670,077	0	16,670,077	0
009 MSTU-Law Enforcement	17,742,047	**18,526,782**	**784,735**	**17,655,196**	**-871,586**	**17,655,196**	**0**	**17,655,196**	**0**
010 CHOICES Program									
29 Community Support Services									
10 Personal Services	677,447	648,390	-29,057	662,470	14,080	662,470	0	662,470	0
30 Operating Expenditures	7,813,704	7,813,757	53	7,813,757	0	7,813,757	0	7,813,757	0
29 Community Support Services	8,491,151	8,462,147	-29,004	8,476,227	14,080	8,476,227	0	8,476,227	0
010 CHOICES Program	8,491,151	**8,462,147**	**-29,004**	**8,476,227**	**14,080**	**8,476,227**	**0**	**8,476,227**	**0**

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
011 MSTU - Fire Services									
00 Non-Departmental									
91 Transfers Out to Other Funds	500,000	500,000	0	500,000	0	500,000	0	500,000	0
00 Non-Departmental	500,000	500,000	0	500,000	0	500,000	0	500,000	0
04 Non-Departmental Special Expense									
30 Operating Expenditures	141,424	141,424	0	141,424	0	141,424	0	141,424	0
99 Appropriated Reserves	327,059	327,059	0	1,248,474	921,415	1,248,474	0	1,248,474	0
04 Non-Departmental Special Expense	468,483	468,483	0	1,389,898	921,415	1,389,898	0	1,389,898	0
18 Administrative Services									
30 Operating Expenditures	68,250	68,250	0	72,771	4,521	72,771	0	72,771	0
18 Administrative Services	68,250	68,250	0	72,771	4,521	72,771	0	72,771	0
54 Fire Rescue									
10 Personal Services	9,019,118	8,626,533	-392,585	8,793,868	167,335	8,793,868	0	8,793,868	0
30 Operating Expenditures	3,937,480	3,614,856	-322,624	3,646,166	31,310	3,646,166	0	3,646,166	0
60 Capital Outlay	71,650	71,650	0	333,650	262,000	333,650	0	333,650	0
91 Transfers Out to Other Funds	261,127	246,308	-14,819	286,161	39,853	286,161	0	286,161	0
54 Fire Rescue	13,289,375	12,559,347	-730,028	13,059,845	500,498	13,059,845	0	13,059,845	0
011 MSTU - Fire Services	14,326,108	13,596,080	-730,028	15,022,514	1,426,434	15,022,514	0	15,022,514	0
024 Metamorphosis July 2010---June 2011									
36 Court Services									
10 Personal Services	445,451	0	-445,451	0	0	0	0	0	0
36 Court Services	445,451	0	-445,451	0	0	0	0	0	0
024 Metamorphosis July 2010---June 2011	445,451	0	-445,451	0	0	0	0	0	0
037 State Court Facilities Capital Preservation (FS 318.18)									
31 Court Related									
30 Operating Expenditures	645,000	40,000	-605,000	40,000	0	40,000	0	40,000	0
31 Court Related	645,000	40,000	-605,000	40,000	0	40,000	0	40,000	0

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
037 State Court Facilities Capital Preservation (FS 318.18)									
33 Court Administration									
30 Operating Expenditures	65,000	65,000	0	65,000	0	65,000	0	65,000	0
33 Court Administration	65,000	65,000	0	65,000	0	65,000	0	65,000	0
34 State Attorney									
30 Operating Expenditures	30,000	30,000	0	30,000	0	30,000	0	30,000	0
34 State Attorney	30,000	30,000	0	30,000	0	30,000	0	30,000	0
35 Public Defender									
30 Operating Expenditures	30,000	30,000	0	30,000	0	30,000	0	30,000	0
35 Public Defender	30,000	30,000	0	30,000	0	30,000	0	30,000	0
37 Clerk of Courts									
30 Operating Expenditures	30,000	30,000	0	30,000	0	30,000	0	30,000	0
37 Clerk of Courts	30,000	30,000	0	30,000	0	30,000	0	30,000	0
99 Capital Projects									
30 Operating Expenditures	0	605,000	605,000	605,000	0	605,000	0	605,000	0
99 Capital Projects	0	605,000	605,000	605,000	0	605,000	0	605,000	0
037 State Court Facilities Capital Preservation (FS 318.18)	800,000	800,000	0	800,000	0	800,000	0	800,000	0
040 Criminal Justice Diversion Resource Coord.									
36 Court Services									
10 Personal Services	4,870	2,836	-2,034	4,870	2,034	4,870	0	4,870	0
30 Operating Expenditures	6,633	6,633	0	6,633	0	6,633	0	6,633	0
36 Court Services	11,503	9,469	-2,034	11,503	2,034	11,503	0	11,503	0
040 Criminal Justice Diversion Resource Coord.	11,503	9,469	-2,034	11,503	2,034	11,503	0	11,503	0
043 Boating Improvement Program									
41 Recreation									
60 Capital Outlay	57,000	57,000	0	57,000	0	57,000	0	57,000	0

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
043 Boating Improvement Program									
41 Recreation	57,000	57,000	0	57,000	0	57,000	0	57,000	0
043 Boating Improvement Program	57,000	57,000	0	57,000	0	57,000	0	57,000	0
057 Sugarfoot Preserve Special Assessment									
04 Non-Departmental Special Expense									
99 Appropriated Reserves	0	3,100	3,100	3,100	0	3,100	0	3,100	0
04 Non-Departmental Special Expense	0	3,100	3,100	3,100	0	3,100	0	3,100	0
29 Community Support Services									
30 Operating Expenditures	43,000	43,000	0	43,000	0	43,000	0	43,000	0
99 Appropriated Reserves	3,100	3,100	0	0	-3,100	0	0	0	0
29 Community Support Services	46,100	46,100	0	43,000	-3,100	43,000	0	43,000	0
057 Sugarfoot Preserve Special Assessment	46,100	49,200	3,100	46,100	-3,100	46,100	0	46,100	0
061 Florida Council Against Sexual Violence									
29 Community Support Services									
10 Personal Services	10,000	10,000	0	10,000	0	10,000	0	10,000	0
30 Operating Expenditures	15,005	15,005	0	15,005	0	15,005	0	15,005	0
29 Community Support Services	25,005	25,005	0	25,005	0	25,005	0	25,005	0
061 Florida Council Against Sexual Violence	25,005	25,005	0	25,005	0	25,005	0	25,005	0
066 Judicial Circuitwide Transactions									
33 Court Administration									
10 Personal Services	191,351	184,171	-7,180	188,355	4,184	188,355	0	188,355	0
30 Operating Expenditures	76,590	90,183	13,593	90,183	0	90,183	0	90,183	0
60 Capital Outlay	9,234	9,234	0	9,234	0	9,234	0	9,234	0
33 Court Administration	277,175	283,588	6,413	287,772	4,184	287,772	0	287,772	0
34 State Attorney									
30 Operating Expenditures	90,505	82,757	-7,748	82,757	0	82,757	0	82,757	0
60 Capital Outlay	4,355	5,032	677	5,032	0	5,032	0	5,032	0
34 State Attorney	94,860	87,789	-7,071	87,789	0	87,789	0	87,789	0

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
066 Judicial Circuitwide Transactions									
35 Public Defender									
30 Operating Expenditures	16,537	16,471	-66	16,471	0	16,471	0	16,471	0
35 Public Defender	16,537	16,471	-66	16,471	0	16,471	0	16,471	0
066 Judicial Circuitwide Transactions	388,572	**387,848**	**-724**	**392,032**	**4,184**	**392,032**	**0**	**392,032**	**0**
067 RSVP FY12									
29 Community Support Services									
10 Personal Services	0	88,883	88,883	91,019	2,136	91,019	0	91,019	0
30 Operating Expenditures	0	89,046	89,046	89,046	0	89,046	0	89,046	0
29 Community Support Services	0	177,929	177,929	180,065	2,136	180,065	0	180,065	0
067 RSVP FY12	0	**177,929**	**177,929**	**180,065**	**2,136**	**180,065**	**0**	**180,065**	**0**
068 VOCA FY12									
29 Community Support Services									
10 Personal Services	0	196,189	196,189	200,762	4,573	200,762	0	200,762	0
30 Operating Expenditures	0	2,244	2,244	2,244	0	2,244	0	2,244	0
29 Community Support Services	0	198,433	198,433	203,006	4,573	203,006	0	203,006	0
068 VOCA FY12	0	**198,433**	**198,433**	**203,006**	**4,573**	**203,006**	**0**	**203,006**	**0**
069 FGP FY13									
29 Community Support Services									
10 Personal Services	0	354,279	354,279	356,697	2,418	356,697	0	356,697	0
30 Operating Expenditures	0	142,096	142,096	142,096	0	142,096	0	142,096	0
29 Community Support Services	0	496,375	496,375	498,793	2,418	498,793	0	498,793	0
069 FGP FY13	0	**496,375**	**496,375**	**498,793**	**2,418**	**498,793**	**0**	**498,793**	**0**
070 FDEP Small Quantity Generator Grant									
55 Environmental Protection									
30 Operating Expenditures	6,108	6,108	0	6,108	0	6,108	0	6,108	0
60 Capital Outlay	3,892	3,892	0	3,892	0	3,892	0	3,892	0

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
070 FDEP Small Quantity Generator Grant									
55 Environmental Protection	10,000	10,000	0	10,000	0	10,000	0	10,000	0
070 FDEP Small Quantity Generator Grant	**10,000**	**10,000**	**0**	**10,000**	**0**	**10,000**	**0**	**10,000**	**0**
072 Intergovernmental Radio Communication Program									
54 Fire Rescue									
30 Operating Expenditures	91,236	91,236	0	93,250	2,014	93,250	0	93,250	0
54 Fire Rescue	91,236	91,236	0	93,250	2,014	93,250	0	93,250	0
71 Sheriff									
30 Operating Expenditures	333,764	333,764	0	331,750	-2,014	331,750	0	331,750	0
71 Sheriff	333,764	333,764	0	331,750	-2,014	331,750	0	331,750	0
072 Intergovernmental Radio Communication Program	**425,000**	**425,000**	**0**	**425,000**	**0**	**425,000**	**0**	**425,000**	**0**
073 Teen Court/Other Juvenile Programs 939.185									
71 Sheriff									
92 Transfer to Constitutional Offices	68,700	62,000	-6,700	62,000	0	62,000	0	62,000	0
71 Sheriff	68,700	62,000	-6,700	62,000	0	62,000	0	62,000	0
073 Teen Court/Other Juvenile Programs 939.185	**68,700**	**62,000**	**-6,700**	**62,000**	**0**	**62,000**	**0**	**62,000**	**0**
075 Innovative Court Program 939.185									
33 Court Administration									
10 Personal Services	73,974	50,876	-23,098	52,018	1,142	52,018	0	52,018	0
30 Operating Expenditures	0	11,124	11,124	9,982	-1,142	9,982	0	9,982	0
33 Court Administration	73,974	62,000	-11,974	62,000	0	62,000	0	62,000	0
075 Innovative Court Program 939.185	**73,974**	**62,000**	**-11,974**	**62,000**	**0**	**62,000**	**0**	**62,000**	**0**
076 Court Technology 28.24									
31 Court Related									
99 Appropriated Reserves	71,000	0	-71,000	0	0	0	0	0	0

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
076 Court Technology 28.24									
31 Court Related	71,000	0	-71,000	0	0	0	0	0	0
33 Court Administration									
10 Personal Services	0	0	0	40,569	40,569	40,569	0	40,569	0
30 Operating Expenditures	84,315	68,493	-15,822	96,746	28,253	96,746	0	96,746	0
60 Capital Outlay	14,685	14,685	0	14,685	0	14,685	0	14,685	0
33 Court Administration	99,000	83,178	-15,822	152,000	68,822	152,000	0	152,000	0
34 State Attorney									
30 Operating Expenditures	90,000	76,274	-13,726	91,200	14,926	91,200	0	91,200	0
34 State Attorney	90,000	76,274	-13,726	91,200	14,926	91,200	0	91,200	0
35 Public Defender									
30 Operating Expenditures	57,500	44,158	-13,342	59,300	15,142	59,300	0	59,300	0
60 Capital Outlay	2,500	1,500	-1,000	1,500	0	1,500	0	1,500	0
35 Public Defender	60,000	45,658	-14,342	60,800	15,142	60,800	0	60,800	0
39 Regional Conflict Counsel									
30 Operating Expenditures	0	2,800	2,800	5,400	2,600	5,400	0	5,400	0
60 Capital Outlay	0	0	0	10,600	10,600	10,600	0	10,600	0
39 Regional Conflict Counsel	0	2,800	2,800	16,000	13,200	16,000	0	16,000	0
076 Court Technology 28.24	320,000	207,910	-112,090	320,000	112,090	320,000	0	320,000	0
087 NPDES Stormwater Cleanup									
55 Environmental Protection									
10 Personal Services	65,311	61,730	-3,581	63,183	1,453	63,183	0	63,183	0
30 Operating Expenditures	60,292	62,564	2,272	61,111	-1,453	61,111	0	61,111	0
60 Capital Outlay	9,706	9,706	0	9,706	0	9,706	0	9,706	0
55 Environmental Protection	135,309	134,000	-1,309	134,000	0	134,000	0	134,000	0
087 NPDES Stormwater Cleanup	135,309	134,000	-1,309	134,000	0	134,000	0	134,000	0
088 DCA Federal EMPG (7/1/10-6/30/11)									
54 Fire Rescue									

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
088 DCA Federal EMPG (7/1/10-6/30/11)									
54 Fire Rescue									
10 Personal Services	33,140	0	-33,140	0	0	0	0	0	0
30 Operating Expenditures	35,206	0	-35,206	0	0	0	0	0	0
60 Capital Outlay	8,500	0	-8,500	0	0	0	0	0	0
54 Fire Rescue	76,846	0	-76,846	0	0	0	0	0	0
088 DCA Federal EMPG (7/1/10-6/30/11)	76,846	**0**	**-76,846**	**0**	**0**	**0**	**0**	**0**	**0**
089 EMPG Federal Grant - 7/11 - 6/12									
54 Fire Rescue									
10 Personal Services	11,047	0	-11,047	0	0	0	0	0	0
30 Operating Expenditures	11,736	55,437	43,701	55,437	0	55,437	0	55,437	0
60 Capital Outlay	2,832	20,773	17,941	20,773	0	20,773	0	20,773	0
54 Fire Rescue	25,615	76,210	50,595	76,210	0	76,210	0	76,210	0
089 EMPG Federal Grant - 7/11 - 6/12	25,615	**76,210**	**50,595**	**76,210**	**0**	**76,210**	**0**	**76,210**	**0**
093 FDLE Probation & Pretrial Counseling Services									
36 Court Services									
10 Personal Services	46,550	44,844	-1,706	45,920	1,076	45,920	0	45,920	0
30 Operating Expenditures	9,861	9,861	0	9,861	0	9,861	0	9,861	0
36 Court Services	56,411	54,705	-1,706	55,781	1,076	55,781	0	55,781	0
093 FDLE Probation & Pretrial Counseling Services	56,411	**54,705**	**-1,706**	**55,781**	**1,076**	**55,781**	**0**	**55,781**	**0**
095 State EMPA Grant (7/1/12-6/30/13)									
54 Fire Rescue									
10 Personal Services	0	10,648	10,648	10,893	245	10,893	0	10,893	0
30 Operating Expenditures	0	14,803	14,803	14,803	0	14,803	0	14,803	0
60 Capital Outlay	0	1,000	1,000	1,000	0	1,000	0	1,000	0
54 Fire Rescue	0	26,451	26,451	26,696	245	26,696	0	26,696	0
095 State EMPA Grant (7/1/12-6/30/13)	0	**26,451**	**26,451**	**26,696**	**245**	**26,696**	**0**	**26,696**	**0**
096 Federal EMPG Grant ((7/1/12-6/30/13)									

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
096 Federal EMPG Grant ((7/1/12-6/30/13)									
54 Fire Rescue									
30 Operating Expenditures	0	20,403	20,403	20,403	0	20,403	0	20,403	0
60 Capital Outlay	0	5,000	5,000	5,000	0	5,000	0	5,000	0
54 Fire Rescue	0	25,403	25,403	25,403	0	25,403	0	25,403	0
096 Federal EMPG Grant ((7/1/12-6/30/13)	0	**25,403**	**25,403**	**25,403**	**0**	**25,403**	**0**	**25,403**	**0**
100 DOJ - No Wrong Door									
36 Court Services									
10 Personal Services	34,578	33,249	-1,329	34,124	875	34,124	0	34,124	0
30 Operating Expenditures	137,081	137,081	0	137,081	0	137,081	0	137,081	0
36 Court Services	171,659	170,330	-1,329	171,205	875	171,205	0	171,205	0
100 DOJ - No Wrong Door	171,659	**170,330**	**-1,329**	**171,205**	**875**	**171,205**	**0**	**171,205**	**0**
106 Slosberg Driver Education Safety									
36 Court Services									
30 Operating Expenditures	300,000	300,000	0	300,000	0	300,000	0	300,000	0
36 Court Services	300,000	300,000	0	300,000	0	300,000	0	300,000	0
106 Slosberg Driver Education Safety	300,000	**300,000**	**0**	**300,000**	**0**	**300,000**	**0**	**300,000**	**0**
115 Justice Assistance Grant FY09									
36 Court Services									
10 Personal Services	46,550	44,790	-1,760	45,866	1,076	45,866	0	45,866	0
30 Operating Expenditures	826	826	0	826	0	826	0	826	0
36 Court Services	47,376	45,616	-1,760	46,692	1,076	46,692	0	46,692	0
115 Justice Assistance Grant FY09	47,376	**45,616**	**-1,760**	**46,692**	**1,076**	**46,692**	**0**	**46,692**	**0**
116 FDEP Ambient Groundwater									
55 Environmental Protection									
30 Operating Expenditures	11,000	11,000	0	11,000	0	11,000	0	11,000	0
55 Environmental Protection	11,000	11,000	0	11,000	0	11,000	0	11,000	0

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
116 FDEP Ambient Groundwater	11,000	**11,000**	**0**	**11,000**	**0**	**11,000**	**0**	**11,000**	**0**
122 State EMS Trust (3/1/11-2/28/12)									
54 Fire Rescue									
30 Operating Expenditures	46,625	30,486	-16,139	30,486	0	30,486	0	30,486	0
60 Capital Outlay	61,605	8,359	-53,246	8,359	0	8,359	0	8,359	0
54 Fire Rescue	108,230	38,845	-69,385	38,845	0	38,845	0	38,845	0
122 State EMS Trust (3/1/11-2/28/12)	108,230	**38,845**	**-69,385**	**38,845**	**0**	**38,845**	**0**	**38,845**	**0**
124 CDBG FY 08 Disaster Recovery Grant									
65 Growth Management									
10 Personal Services	11,602	10,250	-1,352	0	-10,250	0	0	0	0
65 Growth Management	11,602	10,250	-1,352	0	-10,250	0	0	0	0
124 CDBG FY 08 Disaster Recovery Grant	11,602	**10,250**	**-1,352**	**0**	**-10,250**	**0**	**0**	**0**	**0**
125 FDEP Tank Inspection Contract									
55 Environmental Protection									
10 Personal Services	103,494	73,025	-30,469	73,441	416	73,441	0	73,441	0
30 Operating Expenditures	33,662	31,975	-1,687	31,559	-416	31,559	0	31,559	0
55 Environmental Protection	137,156	105,000	-32,156	105,000	0	105,000	0	105,000	0
125 FDEP Tank Inspection Contract	137,156	**105,000**	**-32,156**	**105,000**	**0**	**105,000**	**0**	**105,000**	**0**
126 E911 Wireless Fund									
04 Non-Departmental Special Expense									
99 Appropriated Reserves	0	0	0	177,991	177,991	177,991	0	177,991	0
04 Non-Departmental Special Expense	0	0	0	177,991	177,991	177,991	0	177,991	0
54 Fire Rescue									
10 Personal Services	337,053	323,895	-13,158	331,708	7,813	331,708	0	331,708	0
30 Operating Expenditures	583,851	513,903	-69,948	513,903	0	513,903	0	513,903	0
60 Capital Outlay	90,000	40,000	-50,000	40,000	0	40,000	0	40,000	0
91 Transfers Out to Other Funds	100,000	100,000	0	100,000	0	100,000	0	100,000	0
99 Appropriated Reserves	7,708	177,991	170,283	0	-177,991	0	0	0	0

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
126 E911 Wireless Fund									
54 Fire Rescue	1,118,612	1,155,789	37,177	985,611	-170,178	985,611	0	985,611	0
126 E911 Wireless Fund	1,118,612	**1,155,789**	**37,177**	**1,163,602**	**7,813**	**1,163,602**	**0**	**1,163,602**	**0**
128 Ala Cnty Fairgrounds Mgmt									
18 Administrative Services									
30 Operating Expenditures	80,000	80,000	0	74,900	-5,100	74,900	0	74,900	0
18 Administrative Services	80,000	80,000	0	74,900	-5,100	74,900	0	74,900	0
41 Recreation									
10 Personal Services	19,931	19,233	-698	19,686	453	19,686	0	19,686	0
30 Operating Expenditures	40,000	40,801	801	45,448	4,647	45,448	0	45,448	0
41 Recreation	59,931	60,034	103	65,134	5,100	65,134	0	65,134	0
128 Ala Cnty Fairgrounds Mgmt	139,931	**140,034**	**103**	**140,034**	**0**	**140,034**	**0**	**140,034**	**0**
138 Metamorphosis - July 2011 - June 2012									
18 Administrative Services									
30 Operating Expenditures	26,830	23,450	-3,380	23,450	0	23,450	0	23,450	0
18 Administrative Services	26,830	23,450	-3,380	23,450	0	23,450	0	23,450	0
36 Court Services									
10 Personal Services	8,991	318,310	309,319	336,427	18,117	336,427	0	336,427	0
30 Operating Expenditures	181,041	133,018	-48,023	133,018	0	133,018	0	133,018	0
36 Court Services	190,032	451,328	261,296	469,445	18,117	469,445	0	469,445	0
138 Metamorphosis - July 2011 - June 2012	216,862	**474,778**	**257,916**	**492,895**	**18,117**	**492,895**	**0**	**492,895**	**0**
143 Metamorphosis 7/12 - 6/13									
18 Administrative Services									
30 Operating Expenditures	0	7,490	7,490	7,490	0	7,490	0	7,490	0
18 Administrative Services	0	7,490	7,490	7,490	0	7,490	0	7,490	0
36 Court Services									
10 Personal Services	0	106,104	106,104	112,142	6,038	112,142	0	112,142	0

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
143 Metamorphosis 7/12 - 6/13									
36 Court Services									
30 Operating Expenditures	0	47,681	47,681	47,681	0	47,681	0	47,681	0
36 Court Services	0	153,785	153,785	159,823	6,038	159,823	0	159,823	0
143 Metamorphosis 7/12 - 6/13	0	**161,275**	**161,275**	**167,313**	**6,038**	**167,313**	**0**	**167,313**	**0**
144 Combined Communication Center									
71 Sheriff									
60 Capital Outlay	0	0	0	651,425	651,425	651,425	0	651,425	0
92 Transfer to Constitutional Offices	6,903,256	6,601,873	-301,383	6,903,256	301,383	6,903,256	0	6,903,256	0
71 Sheriff	6,903,256	6,601,873	-301,383	7,554,681	952,808	7,554,681	0	7,554,681	0
144 Combined Communication Center	6,903,256	**6,601,873**	**-301,383**	**7,554,681**	**952,808**	**7,554,681**	**0**	**7,554,681**	**0**
148 MSBU-Refuse Collection									
04 Non-Departmental Special Expense									
99 Appropriated Reserves	0	4,448,747	4,448,747	4,113,067	-335,680	4,113,067	0	4,113,067	0
04 Non-Departmental Special Expense	0	4,448,747	4,448,747	4,113,067	-335,680	4,113,067	0	4,113,067	0
76 Waste Management									
10 Personal Services	418,480	400,168	-18,312	409,225	9,057	409,225	0	409,225	0
30 Operating Expenditures	5,439,636	5,275,967	-163,669	5,041,384	-234,583	5,041,384	0	5,041,384	0
60 Capital Outlay	7,900	7,900	0	7,900	0	7,900	0	7,900	0
99 Appropriated Reserves	4,104,822	0	-4,104,822	0	0	0	0	0	0
76 Waste Management	9,970,838	5,684,035	-4,286,803	5,458,509	-225,526	5,458,509	0	5,458,509	0
148 MSBU-Refuse Collection	9,970,838	**10,132,782**	**161,944**	**9,571,576**	**-561,206**	**9,571,576**	**0**	**9,571,576**	**0**
149 Gas Tax									
04 Non-Departmental Special Expense									
99 Appropriated Reserves	0	623,654	623,654	517,154	-106,500	460,154	-57,000	460,154	0
04 Non-Departmental Special Expense	0	623,654	623,654	517,154	-106,500	460,154	-57,000	460,154	0
18 Administrative Services									

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
149 Gas Tax									
18 Administrative Services									
30 Operating Expenditures	80,838	80,838	0	80,588	-250	80,588	0	80,588	0
18 Administrative Services	80,838	80,838	0	80,588	-250	80,588	0	80,588	0
65 Growth Management									
30 Operating Expenditures	14,600	14,600	0	14,600	0	14,600	0	14,600	0
65 Growth Management	14,600	14,600	0	14,600	0	14,600	0	14,600	0
79 Road And Bridge									
10 Personal Services	4,348,853	4,192,920	-155,933	4,299,670	106,750	4,299,670	0	4,299,670	0
30 Operating Expenditures	5,294,157	5,384,057	89,900	5,384,057	0	5,384,057	0	5,384,057	0
60 Capital Outlay	49,375	47,025	-2,350	47,025	0	47,025	0	47,025	0
99 Appropriated Reserves	1,060,899	0	-1,060,899	0	0	0	0	0	0
79 Road And Bridge	10,753,284	9,624,002	-1,129,282	9,730,752	106,750	9,730,752	0	9,730,752	0
149 Gas Tax	10,848,722	**10,343,094**	**-505,628**	**10,343,094**	**0**	**10,286,094**	**-57,000**	**10,286,094**	**0**
150 TD-4th & 6th Cent TD Tax									
45 Ecomonic Environment									
10 Personal Services	368,819	377,223	8,404	385,901	8,678	385,901	0	385,901	0
30 Operating Expenditures	787,349	727,655	-59,694	718,977	-8,678	718,977	0	718,977	0
60 Capital Outlay	3,000	3,000	0	3,000	0	3,000	0	3,000	0
91 Transfers Out to Other Funds	170,034	170,034	0	170,034	0	170,034	0	170,034	0
99 Appropriated Reserves	8,182	0	-8,182	0	0	0	0	0	0
45 Ecomonic Environment	1,337,384	1,277,912	-59,472	1,277,912	0	1,277,912	0	1,277,912	0
150 TD-4th & 6th Cent TD Tax	1,337,384	**1,277,912**	**-59,472**	**1,277,912**	**0**	**1,277,912**	**0**	**1,277,912**	**0**
159 Law Enforcement Training									
71 Sheriff									
92 Transfer to Constitutional Offices	180,643	185,000	4,357	185,000	0	185,000	0	185,000	0
71 Sheriff	180,643	185,000	4,357	185,000	0	185,000	0	185,000	0
159 Law Enforcement Training	180,643	**185,000**	**4,357**	**185,000**	**0**	**185,000**	**0**	**185,000**	**0**

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
161 Law Enforcement Trust									
71 Sheriff									
30 Operating Expenditures	11,500	15,000	3,500	15,000	0	15,000	0	15,000	0
80 Grants And Aid	55,000	20,000	-35,000	20,000	0	20,000	0	20,000	0
71 Sheriff	66,500	35,000	-31,500	35,000	0	35,000	0	35,000	0
161 Law Enforcement Trust	66,500	**35,000**	**-31,500**	**35,000**	**0**	**35,000**	**0**	**35,000**	**0**
164 FEMA Disaster Relief									
54 Fire Rescue									
30 Operating Expenditures	0	64,869	64,869	64,869	0	64,869	0	64,869	0
54 Fire Rescue	0	64,869	64,869	64,869	0	64,869	0	64,869	0
164 FEMA Disaster Relief	0	**64,869**	**64,869**	**64,869**	**0**	**64,869**	**0**	**64,869**	**0**
167 Donation Fund									
25 Animal Services									
30 Operating Expenditures	60,000	60,000	0	60,000	0	60,000	0	60,000	0
60 Capital Outlay	5,000	5,000	0	5,000	0	5,000	0	5,000	0
25 Animal Services	65,000	65,000	0	65,000	0	65,000	0	65,000	0
29 Community Support Services									
30 Operating Expenditures	20,000	20,000	0	20,000	0	20,000	0	20,000	0
29 Community Support Services	20,000	20,000	0	20,000	0	20,000	0	20,000	0
33 Court Administration									
30 Operating Expenditures	5,000	5,000	0	5,000	0	5,000	0	5,000	0
33 Court Administration	5,000	5,000	0	5,000	0	5,000	0	5,000	0
36 Court Services									
30 Operating Expenditures	1,500	1,500	0	1,500	0	1,500	0	1,500	0
36 Court Services	1,500	1,500	0	1,500	0	1,500	0	1,500	0
54 Fire Rescue									
30 Operating Expenditures	5,450	9,184	3,734	9,184	0	9,184	0	9,184	0

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
167 Donation Fund									
54 Fire Rescue									
60 Capital Outlay	0	5,441	5,441	5,441	0	5,441	0	5,441	0
54 Fire Rescue	5,450	14,625	9,175	14,625	0	14,625	0	14,625	0
68 Public Works									
30 Operating Expenditures	3,500	0	-3,500	0	0	0	0	0	0
68 Public Works	3,500	0	-3,500	0	0	0	0	0	0
76 Waste Management									
30 Operating Expenditures	0	3,500	3,500	3,500	0	3,500	0	3,500	0
76 Waste Management	0	3,500	3,500	3,500	0	3,500	0	3,500	0
167 Donation Fund	100,450	**109,625**	**9,175**	**109,625**	**0**	**109,625**	**0**	**109,625**	**0**
168 Tourist Development Tax Fund									
45 Ecomonic Environment									
30 Operating Expenditures	672,584	638,956	-33,628	638,956	0	638,956	0	638,956	0
45 Ecomonic Environment	672,584	638,956	-33,628	638,956	0	638,956	0	638,956	0
168 Tourist Development Tax Fund	672,584	**638,956**	**-33,628**	**638,956**	**0**	**638,956**	**0**	**638,956**	**0**
171 Supervisor Of Elections									
12 Supervisor Of Elections									
10 Personal Services	1,178,470	1,153,179	-25,291	1,399,163	245,984	1,399,163	0	1,399,163	0
30 Operating Expenditures	555,207	559,564	4,357	680,564	121,000	680,564	0	680,564	0
91 Transfers Out to Other Funds	5,000	5,000	0	5,000	0	5,000	0	5,000	0
12 Supervisor Of Elections	1,738,677	1,717,743	-20,934	2,084,727	366,984	2,084,727	0	2,084,727	0
171 Supervisor Of Elections	1,738,677	**1,717,743**	**-20,934**	**2,084,727**	**366,984**	**2,084,727**	**0**	**2,084,727**	**0**
178 Hazardous Materials Code-Environmental Protection									
55 Environmental Protection									
10 Personal Services	141,764	138,242	-3,522	146,033	7,791	146,033	0	146,033	0
30 Operating Expenditures	86,216	83,210	-3,006	75,419	-7,791	75,419	0	75,419	0

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
178 Hazardous Materials Code-Environmental Protection									
55 Environmental Protection									
60 Capital Outlay	1,448	1,448	0	1,448	0	1,448	0	1,448	0
55 Environmental Protection	229,428	222,900	-6,528	222,900	0	222,900	0	222,900	0
178 Hazardous Materials Code-Environmental Protection	229,428	**222,900**	**-6,528**	**222,900**	**0**	**222,900**	**0**	**222,900**	**0**
190 RSVP FY10									
29 Community Support Services									
30 Operating Expenditures	0	0	0	0	0	0	0	0	0
29 Community Support Services	0	0	0	0	0	0	0	0	0
190 RSVP FY10	0	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
191 VOCA FY11									
29 Community Support Services									
10 Personal Services	204,080	0	-204,080	0	0	0	0	0	0
30 Operating Expenditures	2,190	0	-2,190	0	0	0	0	0	0
29 Community Support Services	206,270	0	-206,270	0	0	0	0	0	0
191 VOCA FY11	206,270	**0**	**-206,270**	**0**	**0**	**0**	**0**	**0**	**0**
192 Foster Grandparents April 2010 - March 2011									
29 Community Support Services									
10 Personal Services	128,521	0	-128,521	0	0	0	0	0	0
29 Community Support Services	128,521	0	-128,521	0	0	0	0	0	0
192 Foster Grandparents April 2010 - March 2011	128,521	**0**	**-128,521**	**0**	**0**	**0**	**0**	**0**	**0**
193 Hazardous Materials									
54 Fire Rescue									
30 Operating Expenditures	11,182	15,491	4,309	15,491	0	15,491	0	15,491	0
60 Capital Outlay	13,336	18,000	4,664	18,000	0	18,000	0	18,000	0
54 Fire Rescue	24,518	33,491	8,973	33,491	0	33,491	0	33,491	0

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
193 Hazardous Materials	24,518	**33,491**	**8,973**	**33,491**	**0**	**33,491**	**0**	**33,491**	**0**
196 RSVP FY11									
29 Community Support Services									
10 Personal Services	92,525	0	-92,525	0	0	0	0	0	0
30 Operating Expenditures	88,090	0	-88,090	0	0	0	0	0	0
29 Community Support Services	180,615	0	-180,615	0	0	0	0	0	0
196 RSVP FY11	180,615	**0**	**-180,615**	**0**	**0**	**0**	**0**	**0**	**0**
197 Foster Grandparents April 2011-March 2012									
29 Community Support Services									
10 Personal Services	249,030	18,571	-230,459	18,998	427	18,998	0	18,998	0
30 Operating Expenditures	145,359	0	-145,359	0	0	0	0	0	0
29 Community Support Services	394,389	18,571	-375,818	18,998	427	18,998	0	18,998	0
197 Foster Grandparents April 2011-March 2012	394,389	**18,571**	**-375,818**	**18,998**	**427**	**18,998**	**0**	**18,998**	**0**
198 State EMPA Grant (7/1/10-6/30/11)									
54 Fire Rescue									
10 Personal Services	44,279	0	-44,279	0	0	0	0	0	0
30 Operating Expenditures	-2,811	-2,811	0	-2,811	0	-2,811	0	-2,811	0
60 Capital Outlay	2,811	2,811	0	2,811	0	2,811	0	2,811	0
54 Fire Rescue	44,279	0	-44,279	0	0	0	0	0	0
198 State EMPA Grant (7/1/10-6/30/11)	44,279	**0**	**-44,279**	**0**	**0**	**0**	**0**	**0**	**0**
199 State EMPA Grant (7/1/11-6/30/12)									
54 Fire Rescue									
10 Personal Services	0	31,943	31,943	32,677	734	32,677	0	32,677	0
30 Operating Expenditures	41,214	46,412	5,198	46,412	0	46,412	0	46,412	0
60 Capital Outlay	939	1,000	61	1,000	0	1,000	0	1,000	0
54 Fire Rescue	42,153	79,355	37,202	80,089	734	80,089	0	80,089	0
199 State EMPA Grant (7/1/11-6/30/12)	42,153	**79,355**	**37,202**	**80,089**	**734**	**80,089**	**0**	**80,089**	**0**

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
200 General Facilities Capital Preservation									
18 Administrative Services									
30 Operating Expenditures	0	200,000	200,000	541,120	341,120	541,120	0	541,120	0
18 Administrative Services	0	200,000	200,000	541,120	341,120	541,120	0	541,120	0
29 Community Support Services									
30 Operating Expenditures	0	45,000	45,000	45,000	0	45,000	0	45,000	0
29 Community Support Services	0	45,000	45,000	45,000	0	45,000	0	45,000	0
99 Capital Projects									
30 Operating Expenditures	171,120	4,600	-166,520	42,760	38,160	42,760	0	42,760	0
99 Capital Projects	171,120	4,600	-166,520	42,760	38,160	42,760	0	42,760	0
200 General Facilities Capital Preservation	171,120	**249,600**	**78,480**	**628,880**	**379,280**	**628,880**	**0**	**628,880**	**0**
201 FDEP Petroleum Clean-up									
55 Environmental Protection									
10 Personal Services	251,680	241,527	-10,153	140,467	-101,060	140,467	0	140,467	0
30 Operating Expenditures	-3,878	102,763	106,641	89,533	-13,230	89,533	0	89,533	0
55 Environmental Protection	247,802	344,290	96,488	230,000	-114,290	230,000	0	230,000	0
201 FDEP Petroleum Clean-up	247,802	**344,290**	**96,488**	**230,000**	**-114,290**	**230,000**	**0**	**230,000**	**0**
203 CDBG Neighborhood Stabilization Program									
65 Growth Management									
10 Personal Services	26,380	51,733	25,353	18,885	-32,848	18,885	0	18,885	0
65 Growth Management	26,380	51,733	25,353	18,885	-32,848	18,885	0	18,885	0
203 CDBG Neighborhood Stabilization Program	26,380	**51,733**	**25,353**	**18,885**	**-32,848**	**18,885**	**0**	**18,885**	**0**
210 Utility Savings Reinvestment Program									
99 Capital Projects									
30 Operating Expenditures	78,000	78,000	0	78,000	0	78,000	0	78,000	0
99 Capital Projects	78,000	78,000	0	78,000	0	78,000	0	78,000	0

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
210 Utility Savings Reinvestment Program	78,000	**78,000**	**0**	**78,000**	**0**	**78,000**	**0**	**78,000**	**0**
213 CJMJSA Grant FY12/14									
36 Court Services									
30 Operating Expenditures	0	0	0	416,500	416,500	416,500	0	416,500	0
36 Court Services	0	0	0	416,500	416,500	416,500	0	416,500	0
213 CJMJSA Grant FY12/14	0	**0**	**0**	**416,500**	**416,500**	**416,500**	**0**	**416,500**	**0**
216 Child Support Enforcement Incentive Program									
33 Court Administration									
30 Operating Expenditures	5,000	5,000	0	5,000	0	5,000	0	5,000	0
60 Capital Outlay	5,000	5,000	0	5,000	0	5,000	0	5,000	0
33 Court Administration	10,000	10,000	0	10,000	0	10,000	0	10,000	0
216 Child Support Enforcement Incentive Program	10,000	**10,000**	**0**	**10,000**	**0**	**10,000**	**0**	**10,000**	**0**
221 Alcohol & Other Drug Abuse									
36 Court Services									
30 Operating Expenditures	37,200	37,200	0	37,200	0	37,200	0	37,200	0
36 Court Services	37,200	37,200	0	37,200	0	37,200	0	37,200	0
221 Alcohol & Other Drug Abuse	37,200	**37,200**	**0**	**37,200**	**0**	**37,200**	**0**	**37,200**	**0**
234 Choose Life License Plate									
29 Community Support Services									
30 Operating Expenditures	60,000	60,000	0	60,000	0	60,000	0	60,000	0
29 Community Support Services	60,000	60,000	0	60,000	0	60,000	0	60,000	0
234 Choose Life License Plate	60,000	**60,000**	**0**	**60,000**	**0**	**60,000**	**0**	**60,000**	**0**
235 Santa Fe Hills Water System									
04 Non-Departmental Special Expense									
99 Appropriated Reserves	0	19,855	19,855	19,855	0	19,855	0	19,855	0
04 Non-Departmental Special Expense	0	19,855	19,855	19,855	0	19,855	0	19,855	0

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
235 Santa Fe Hills Water System									
56 Public Works									
30 Operating Expenditures	32,645	32,645	0	32,645	0	32,645	0	32,645	0
99 Appropriated Reserves	11,855	0	-11,855	0	0	0	0	0	0
56 Public Works	44,500	32,645	-11,855	32,645	0	32,645	0	32,645	0
235 Santa Fe Hills Water System	44,500	**52,500**	**8,000**	**52,500**	**0**	**52,500**	**0**	**52,500**	**0**
236 FDEP Hazardous Waste Cooperation									
55 Environmental Protection									
30 Operating Expenditures	124,507	136,836	12,329	136,836	0	136,836	0	136,836	0
60 Capital Outlay	40,000	40,000	0	40,000	0	40,000	0	40,000	0
55 Environmental Protection	164,507	176,836	12,329	176,836	0	176,836	0	176,836	0
236 FDEP Hazardous Waste Cooperation	164,507	**176,836**	**12,329**	**176,836**	**0**	**176,836**	**0**	**176,836**	**0**
238 Legal Aid Program									
36 Court Services									
30 Operating Expenditures	74,994	62,000	-12,994	62,000	0	62,000	0	62,000	0
36 Court Services	74,994	62,000	-12,994	62,000	0	62,000	0	62,000	0
238 Legal Aid Program	74,994	**62,000**	**-12,994**	**62,000**	**0**	**62,000**	**0**	**62,000**	**0**
257 Crime Prevention 775.083									
71 Sheriff									
92 Transfer to Constitutional Offices	11,400	22,000	10,600	22,000	0	22,000	0	22,000	0
71 Sheriff	11,400	22,000	10,600	22,000	0	22,000	0	22,000	0
257 Crime Prevention 775.083	11,400	**22,000**	**10,600**	**22,000**	**0**	**22,000**	**0**	**22,000**	**0**
260 SJRWMD Water Conservation - Water Quality									
55 Environmental Protection									
10 Personal Services	0	0	0	0	0	0	0	0	0
55 Environmental Protection	0	0	0	0	0	0	0	0	0

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
260 SJRWMD Water Conservation - Water Quality	0	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
263 GPD Violence Against Women									
29 Community Support Services									
10 Personal Services	46,550	44,844	-1,706	45,920	1,076	45,920	0	45,920	0
29 Community Support Services	46,550	44,844	-1,706	45,920	1,076	45,920	0	45,920	0
263 GPD Violence Against Women	46,550	**44,844**	**-1,706**	**45,920**	**1,076**	**45,920**	**0**	**45,920**	**0**
281 2008 Series Jail Energy Conserv Project Phase II Debt									
04 Non-Departmental Special Expense									
70 Debt Service	0	713,687	713,687	713,687	0	713,687	0	713,687	0
04 Non-Departmental Special Expense	0	713,687	713,687	713,687	0	713,687	0	713,687	0
32 Sheriff-Jail									
70 Debt Service	714,687	0	-714,687	0	0	0	0	0	0
32 Sheriff-Jail	714,687	0	-714,687	0	0	0	0	0	0
281 2008 Series Jail Energy Conserv Project Phase II Debt	714,687	**713,687**	**-1,000**	**713,687**	**0**	**713,687**	**0**	**713,687**	**0**
283 2011 Series 1-5 Cent Lcl Opt Gas Tax Bond Debt									
04 Non-Departmental Special Expense									
70 Debt Service	0	952,161	952,161	952,161	0	952,161	0	952,161	0
99 Appropriated Reserves	0	1,655,385	1,655,385	1,655,385	0	1,655,385	0	1,655,385	0
04 Non-Departmental Special Expense	0	2,607,546	2,607,546	2,607,546	0	2,607,546	0	2,607,546	0
283 2011 Series 1-5 Cent Lcl Opt Gas Tax Bond Debt	0	**2,607,546**	**2,607,546**	**2,607,546**	**0**	**2,607,546**	**0**	**2,607,546**	**0**
295 2003 Series ACForever G.O. Bond Debt									
04 Non-Departmental Special Expense									
30 Operating Expenditures	76,365	0	-76,365	0	0	0	0	0	0
70 Debt Service	4,243,938	0	-4,243,938	0	0	0	0	0	0
04 Non-Departmental Special Expense	4,320,303	0	-4,320,303	0	0	0	0	0	0
295 2003 Series ACForever G.O. Bond Debt	4,320,303	**0**	**-4,320,303**	**0**	**0**	**0**	**0**	**0**	**0**

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
296 2006 Series Gas Tax Revenue Bond Debt									
04 Non-Departmental Special Expense									
70 Debt Service	1,385,760	1,385,410	-350	1,385,410	0	1,385,410	0	1,385,410	0
99 Appropriated Reserves	235,735	235,735	0	235,735	0	235,735	0	235,735	0
04 Non-Departmental Special Expense	1,621,495	1,621,145	-350	1,621,145	0	1,621,145	0	1,621,145	0
79 Road And Bridge									
91 Transfers Out to Other Funds	3,801,740	3,807,090	5,350	3,807,090	0	3,807,090	0	3,807,090	0
79 Road And Bridge	3,801,740	3,807,090	5,350	3,807,090	0	3,807,090	0	3,807,090	0
296 2006 Series Gas Tax Revenue Bond Debt	5,423,235	5,428,235	5,000	5,428,235	0	5,428,235	0	5,428,235	0
297 2007 Series Public Improvement Revenue Bond Debt									
04 Non-Departmental Special Expense									
70 Debt Service	5,343,771	5,342,271	-1,500	5,342,271	0	5,342,271	0	5,342,271	0
91 Transfers Out to Other Funds	6,337,089	6,561,775	224,686	6,213,731	-348,044	6,213,731	0	6,213,731	0
99 Appropriated Reserves	909,962	889,128	-20,834	889,128	0	889,128	0	889,128	0
04 Non-Departmental Special Expense	12,590,822	12,793,174	202,352	12,445,130	-348,044	12,445,130	0	12,445,130	0
297 2007 Series Public Improvement Revenue Bond Debt	12,590,822	12,793,174	202,352	12,445,130	-348,044	12,445,130	0	12,445,130	0
298 2008 Series Gas Tax Revenue Bond									
04 Non-Departmental Special Expense									
70 Debt Service	1,741,407	1,741,407	0	1,741,407	0	1,741,407	0	1,741,407	0
99 Appropriated Reserves	297,568	297,568	0	297,568	0	297,568	0	297,568	0
04 Non-Departmental Special Expense	2,038,975	2,038,975	0	2,038,975	0	2,038,975	0	2,038,975	0
298 2008 Series Gas Tax Revenue Bond	2,038,975	2,038,975	0	2,038,975	0	2,038,975	0	2,038,975	0
299 2010 Series AC Forever Bonds Debt									
04 Non-Departmental Special Expense									
30 Operating Expenditures	0	76,365	76,365	76,365	0	76,365	0	76,365	0
70 Debt Service	0	2,737,858	2,737,858	2,744,488	6,630	2,744,488	0	2,744,488	0
04 Non-Departmental Special Expense	0	2,814,223	2,814,223	2,820,853	6,630	2,820,853	0	2,820,853	0

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
299 2010 Series AC Forever Bonds Debt	0	**2,814,223**	**2,814,223**	**2,820,853**	**6,630**	**2,820,853**	**0**	**2,820,853**	**0**
300 Capital Projects-General									
00 Non-Departmental									
91 Transfers Out to Other Funds	1,278,112	1,276,088	-2,024	1,276,088	0	1,276,088	0	1,276,088	0
00 Non-Departmental	1,278,112	1,276,088	-2,024	1,276,088	0	1,276,088	0	1,276,088	0
31 Court Related									
60 Capital Outlay	0	642,955	642,955	650,000	7,045	650,000	0	650,000	0
31 Court Related	0	642,955	642,955	650,000	7,045	650,000	0	650,000	0
99 Capital Projects									
60 Capital Outlay	996,809	276,998	-719,811	276,998	0	276,998	0	276,998	0
99 Capital Projects	996,809	276,998	-719,811	276,998	0	276,998	0	276,998	0
300 Capital Projects-General	2,274,921	**2,196,041**	**-78,880**	**2,203,086**	**7,045**	**2,203,086**	**0**	**2,203,086**	**0**
318 Parks and Recreation Capital									
00 Non-Departmental									
91 Transfers Out to Other Funds	346,020	348,044	2,024	0	-348,044	0	0	0	0
00 Non-Departmental	346,020	348,044	2,024	0	-348,044	0	0	0	0
41 Recreation									
30 Operating Expenditures	165,980	0	-165,980	0	0	0	0	0	0
60 Capital Outlay	0	0	0	512,000	512,000	512,000	0	512,000	0
41 Recreation	165,980	0	-165,980	512,000	512,000	512,000	0	512,000	0
318 Parks and Recreation Capital	512,000	**348,044**	**-163,956**	**512,000**	**163,956**	**512,000**	**0**	**512,000**	**0**
326 Legacy Lands Program									
55 Environmental Protection									
30 Operating Expenditures	0	3,000	3,000	3,000	0	3,000	0	3,000	0
55 Environmental Protection	0	3,000	3,000	3,000	0	3,000	0	3,000	0
326 Legacy Lands Program	0	**3,000**	**3,000**	**3,000**	**0**	**3,000**	**0**	**3,000**	**0**

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
327 Technology Plan Capital									
16 Information Services									
60 Capital Outlay	200,000	200,000	0	200,000	0	200,000	0	200,000	0
16 Information Services	200,000	200,000	0	200,000	0	200,000	0	200,000	0
327 Technology Plan Capital	200,000	**200,000**	**0**	**200,000**	**0**	**200,000**	**0**	**200,000**	**0**
334 State Court Facilities Capital (FS 318.18)									
99 Capital Projects									
60 Capital Outlay	50,000	50,000	0	50,000	0	50,000	0	50,000	0
99 Capital Projects	50,000	50,000	0	50,000	0	50,000	0	50,000	0
334 State Court Facilities Capital (FS 318.18)	50,000	**50,000**	**0**	**50,000**	**0**	**50,000**	**0**	**50,000**	**0**
336 Impact Fees-NW Transportation District									
65 Growth Management									
10 Personal Services	28,975	27,851	-1,124	28,499	648	28,499	0	28,499	0
30 Operating Expenditures	16,000	16,000	0	15,352	-648	15,352	0	15,352	0
65 Growth Management	44,975	43,851	-1,124	43,851	0	43,851	0	43,851	0
79 Road And Bridge									
60 Capital Outlay	585,939	611,149	25,210	611,149	0	611,149	0	611,149	0
79 Road And Bridge	585,939	611,149	25,210	611,149	0	611,149	0	611,149	0
336 Impact Fees-NW Transportation District	630,914	**655,000**	**24,086**	**655,000**	**0**	**655,000**	**0**	**655,000**	**0**
337 Impact Fees-SW Transportation District									
65 Growth Management									
10 Personal Services	49,259	47,347	-1,912	48,449	1,102	48,449	0	48,449	0
30 Operating Expenditures	15,000	15,000	0	13,898	-1,102	13,898	0	13,898	0
65 Growth Management	64,259	62,347	-1,912	62,347	0	62,347	0	62,347	0
79 Road And Bridge									
60 Capital Outlay	1,191,536	1,242,653	51,117	1,242,653	0	1,242,653	0	1,242,653	0
79 Road And Bridge	1,191,536	1,242,653	51,117	1,242,653	0	1,242,653	0	1,242,653	0

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
337 Impact Fees-SW Transportation District	1,255,795	**1,305,000**	**49,205**	**1,305,000**	**0**	**1,305,000**	**0**	**1,305,000**	**0**
338 Impact Fees-East Transportation District									
65 Growth Management									
10 Personal Services	2,897	2,784	-113	2,849	65	2,849	0	2,849	0
30 Operating Expenditures	9,000	9,000	0	8,935	-65	8,935	0	8,935	0
65 Growth Management	11,897	**11,784**	-113	11,784	0	11,784	0	11,784	0
79 Road And Bridge									
60 Capital Outlay	139,899	143,216	3,317	143,216	0	143,216	0	143,216	0
79 Road And Bridge	139,899	143,216	3,317	143,216	0	143,216	0	143,216	0
338 Impact Fees-East Transportation District	151,796	**155,000**	**3,204**	**155,000**	**0**	**155,000**	**0**	**155,000**	**0**
339 Impact Fees-Parks									
41 Recreation									
60 Capital Outlay	429,446	95,825	-333,621	95,825	0	95,825	0	95,825	0
41 Recreation	429,446	95,825	-333,621	95,825	0	95,825	0	95,825	0
65 Growth Management									
10 Personal Services	8,693	8,355	-338	8,549	194	8,549	0	8,549	0
30 Operating Expenditures	4,253	4,253	0	4,059	-194	4,059	0	4,059	0
65 Growth Management	12,946	12,608	-338	12,608	0	12,608	0	12,608	0
339 Impact Fees-Parks	442,392	**108,433**	**-333,959**	**108,433**	**0**	**108,433**	**0**	**108,433**	**0**
340 Impact Fees-Fire Facilities									
54 Fire Rescue									
60 Capital Outlay	112,798	213,074	100,276	213,074	0	213,074	0	213,074	0
54 Fire Rescue	112,798	213,074	100,276	213,074	0	213,074	0	213,074	0
65 Growth Management									
10 Personal Services	6,761	6,499	-262	6,650	151	6,650	0	6,650	0
30 Operating Expenditures	5,000	5,000	0	4,849	-151	4,849	0	4,849	0
65 Growth Management	11,761	**11,499**	-262	11,499	0	11,499	0	11,499	0

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
340 Impact Fees-Fire Facilities	124,559	**224,573**	**100,014**	**224,573**	**0**	**224,573**	**0**	**224,573**	**0**
341 Transportation Trust Fund									
79 Road And Bridge									
10 Personal Services	131,225	118,906	-12,319	121,840	2,934	121,840	0	121,840	0
60 Capital Outlay	0	10,647	10,647	7,713	-2,934	7,713	0	7,713	0
79 Road And Bridge	131,225	**129,553**	**-1,672**	**129,553**	**0**	**129,553**	**0**	**129,553**	**0**
341 Transportation Trust Fund	131,225	**129,553**	**-1,672**	**129,553**	**0**	**129,553**	**0**	**129,553**	**0**
342 Economic Development Capital									
45 Ecomonic Environment									
60 Capital Outlay	367,500	367,500	0	367,500	0	367,500	0	367,500	0
91 Transfers Out to Other Funds	40,000	40,000	0	40,000	0	40,000	0	40,000	0
45 Ecomonic Environment	407,500	**407,500**	**0**	**407,500**	**0**	**407,500**	**0**	**407,500**	**0**
342 Economic Development Capital	407,500	**407,500**	**0**	**407,500**	**0**	**407,500**	**0**	**407,500**	**0**
350 1-5 Cent Local Option Gas Tax									
79 Road And Bridge									
60 Capital Outlay	2,073,147	0	-2,073,147	0	0	0	0	0	0
79 Road And Bridge	2,073,147	**0**	**-2,073,147**	**0**	**0**	**0**	**0**	**0**	**0**
350 1-5 Cent Local Option Gas Tax	2,073,147	**0**	**-2,073,147**	**0**	**0**	**0**	**0**	**0**	**0**
400 Solid Waste System									
04 Non-Departmental Special Expense									
99 Appropriated Reserves	0	4,630,115	4,630,115	3,806,763	-823,352	3,806,763	0	3,806,763	0
04 Non-Departmental Special Expense	0	**4,630,115**	**4,630,115**	**3,806,763**	**-823,352**	**3,806,763**	**0**	**3,806,763**	**0**
18 Administrative Services									
30 Operating Expenditures	57,003	57,003	0	64,200	7,197	64,200	0	64,200	0
18 Administrative Services	57,003	**57,003**	**0**	**64,200**	**7,197**	**64,200**	**0**	**64,200**	**0**
55 Environmental Protection									

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
400 Solid Waste System									
55 Environmental Protection									
10 Personal Services	26,045	14,632	-11,413	14,963	331	14,963	0	14,963	0
30 Operating Expenditures	25,000	30,784	5,784	30,227	-557	30,227	0	30,227	0
60 Capital Outlay	0	0	0	0	0	0	0	0	0
55 Environmental Protection	51,045	45,416	-5,629	45,190	-226	45,190	0	45,190	0
76 Waste Management									
10 Personal Services	1,166,864	1,127,934	-38,930	1,151,669	23,735	1,151,669	0	1,151,669	0
30 Operating Expenditures	6,531,438	7,074,668	543,230	7,867,314	792,646	7,867,314	0	7,867,314	0
60 Capital Outlay	0	0	0	0	0	0	0	0	0
99 Appropriated Reserves	5,465,511	0	-5,465,511	0	0	0	0	0	0
76 Waste Management	13,163,813	8,202,602	-4,961,211	9,018,983	816,381	9,018,983	0	9,018,983	0
400 Solid Waste System	13,271,861	**12,935,136**	**-336,725**	**12,935,136**	**0**	**12,935,136**	**0**	**12,935,136**	**0**
401 Hazardous Waste Management									
00 Non-Departmental									
99 Appropriated Reserves	80,000	0	-80,000	0	0	0	0	0	0
00 Non-Departmental	80,000	0	-80,000	0	0	0	0	0	0
04 Non-Departmental Special Expense									
99 Appropriated Reserves	0	80,000	80,000	80,000	0	80,000	0	80,000	0
04 Non-Departmental Special Expense	0	80,000	80,000	80,000	0	80,000	0	80,000	0
18 Administrative Services									
30 Operating Expenditures	0	4,589	4,589	4,280	-309	4,280	0	4,280	0
18 Administrative Services	0	4,589	4,589	4,280	-309	4,280	0	4,280	0
55 Environmental Protection									
10 Personal Services	474,011	456,345	-17,666	474,221	17,876	474,221	0	474,221	0
30 Operating Expenditures	432,748	548,930	116,182	531,054	-17,876	531,054	0	531,054	0
60 Capital Outlay	0	0	0	0	0	0	0	0	0
55 Environmental Protection	906,759	1,005,275	98,516	1,005,275	0	1,005,275	0	1,005,275	0
401 Hazardous Waste Management	986,759	**1,089,864**	**103,105**	**1,089,555**	**-309**	**1,089,555**	**0**	**1,089,555**	**0**

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
403 Collection Centers									
04 Non-Departmental Special Expense									
99 Appropriated Reserves	0	2,629,576	2,629,576	2,615,493	-14,083	2,615,493	0	2,615,493	0
04 Non-Departmental Special Expense	0	2,629,576	2,629,576	2,615,493	-14,083	2,615,493	0	2,615,493	0
18 Administrative Services									
30 Operating Expenditures	6,570	6,570	0	6,955	385	6,955	0	6,955	0
18 Administrative Services	6,570	6,570	0	6,955	385	6,955	0	6,955	0
76 Waste Management									
10 Personal Services	721,085	697,504	-23,581	711,202	13,698	711,202	0	711,202	0
30 Operating Expenditures	1,260,107	1,134,607	-125,500	1,134,607	0	1,134,607	0	1,134,607	0
60 Capital Outlay	0	0	0	0	0	0	0	0	0
99 Appropriated Reserves	2,616,205	0	-2,616,205	0	0	0	0	0	0
76 Waste Management	4,597,397	1,832,111	-2,765,286	1,845,809	13,698	1,845,809	0	1,845,809	0
403 Collection Centers	4,603,967	**4,468,257**	**-135,710**	**4,468,257**	**0**	**4,468,257**	**0**	**4,468,257**	**0**
405 Waste Management Assessment									
04 Non-Departmental Special Expense									
99 Appropriated Reserves	0	854,101	854,101	846,226	-7,875	846,226	0	846,226	0
04 Non-Departmental Special Expense	0	854,101	854,101	846,226	-7,875	846,226	0	846,226	0
18 Administrative Services									
30 Operating Expenditures	23,895	19,306	-4,589	16,050	-3,256	16,050	0	16,050	0
18 Administrative Services	23,895	19,306	-4,589	16,050	-3,256	16,050	0	16,050	0
55 Environmental Protection									
91 Transfers Out to Other Funds	904,055	904,055	0	904,055	0	904,055	0	904,055	0
55 Environmental Protection	904,055	904,055	0	904,055	0	904,055	0	904,055	0
76 Waste Management									
10 Personal Services	529,606	510,654	-18,952	521,785	11,131	521,785	0	521,785	0
30 Operating Expenditures	477,025	501,037	24,012	501,037	0	501,037	0	501,037	0
60 Capital Outlay	0	0	0	0	0	0	0	0	0
91 Transfers Out to Other Funds	717,861	661,042	-56,819	661,042	0	661,042	0	661,042	0

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
405 Waste Management Assessment									
76 Waste Management									
99 Appropriated Reserves	845,446	0	-845,446	0	0	0	0	0	0
76 Waste Management	2,569,938	1,672,733	-897,205	1,683,864	11,131	1,683,864	0	1,683,864	0
405 Waste Management Assessment	3,497,888	**3,450,195**	**-47,693**	**3,450,195**	**0**	**3,450,195**	**0**	**3,450,195**	**0**
406 Closure/Post-Closure									
04 Non-Departmental Special Expense									
99 Appropriated Reserves	0	3,601,863	3,601,863	3,602,294	431	3,602,294	0	3,602,294	0
04 Non-Departmental Special Expense	0	3,601,863	3,601,863	3,602,294	431	3,602,294	0	3,602,294	0
18 Administrative Services									
30 Operating Expenditures	13,910	13,910	0	10,700	-3,210	10,700	0	10,700	0
18 Administrative Services	13,910	13,910	0	10,700	-3,210	10,700	0	10,700	0
76 Waste Management									
10 Personal Services	130,192	124,108	-6,084	126,887	2,779	126,887	0	126,887	0
30 Operating Expenditures	273,532	269,236	-4,296	269,236	0	269,236	0	269,236	0
99 Appropriated Reserves	3,597,769	0	-3,597,769	0	0	0	0	0	0
76 Waste Management	4,001,493	393,344	-3,608,149	396,123	2,779	396,123	0	396,123	0
406 Closure/Post-Closure	4,015,403	**4,009,117**	**-6,286**	**4,009,117**	**0**	**4,009,117**	**0**	**4,009,117**	**0**
410 Permits & Development Fund									
04 Non-Departmental Special Expense									
99 Appropriated Reserves	0	84,120	84,120	84,120	0	84,120	0	84,120	0
04 Non-Departmental Special Expense	0	84,120	84,120	84,120	0	84,120	0	84,120	0
65 Growth Management									
10 Personal Services	923,277	885,486	-37,791	906,252	20,766	906,252	0	906,252	0
30 Operating Expenditures	353,019	348,930	-4,089	348,930	0	348,930	0	348,930	0
99 Appropriated Reserves	109,652	0	-109,652	0	0	0	0	0	0
65 Growth Management	1,385,948	1,234,416	-151,532	1,255,182	20,766	1,255,182	0	1,255,182	0

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
410 Permits & Development Fund	1,385,948	**1,318,536**	**-67,412**	**1,339,302**	**20,766**	**1,339,302**	**0**	**1,339,302**	**0**
500 Computer Replacement									
04 Non-Departmental Special Expense									
30 Operating Expenditures	605,868	605,868	0	605,868	0	605,868	0	605,868	0
60 Capital Outlay	0	0	0	0	0	0	0	0	0
99 Appropriated Reserves	432,079	432,079	0	432,079	0	432,079	0	432,079	0
04 Non-Departmental Special Expense	1,037,947	1,037,947	0	1,037,947	0	1,037,947	0	1,037,947	0
500 Computer Replacement	1,037,947	**1,037,947**	**0**	**1,037,947**	**0**	**1,037,947**	**0**	**1,037,947**	**0**
501 Self Insurance Fund									
04 Non-Departmental Special Expense									
99 Appropriated Reserves	0	2,250,000	2,250,000	3,241,475	991,475	3,241,475	0	3,241,475	0
04 Non-Departmental Special Expense	0	2,250,000	2,250,000	3,241,475	991,475	3,241,475	0	3,241,475	0
18 Administrative Services									
10 Personal Services	301,727	288,980	-12,747	295,934	6,954	313,343	17,409	313,343	0
30 Operating Expenditures	3,324,169	3,664,235	340,066	3,042,138	-622,097	3,024,729	-17,409	3,024,729	0
99 Appropriated Reserves	2,380,152	0	-2,380,152	0	0	0	0	0	0
18 Administrative Services	6,006,048	3,953,215	-2,052,833	3,338,072	-615,143	3,338,072	0	3,338,072	0
501 Self Insurance Fund	6,006,048	**6,203,215**	**197,167**	**6,579,547**	**376,332**	**6,579,547**	**0**	**6,579,547**	**0**
502 Equipment Replacement Fund - CCC									
04 Non-Departmental Special Expense									
60 Capital Outlay	0	0	0	325,713	325,713	325,713	0	325,713	0
99 Appropriated Reserves	0	0	0	325,712	325,712	325,712	0	325,712	0
04 Non-Departmental Special Expense	0	0	0	651,425	651,425	651,425	0	651,425	0
502 Equipment Replacement Fund - CCC	0	**0**	**0**	**651,425**	**651,425**	**651,425**	**0**	**651,425**	**0**
503 Fleet Management									
04 Non-Departmental Special Expense									
99 Appropriated Reserves	0	1,282,554	1,282,554	1,260,068	-22,486	1,260,068	0	1,260,068	0
04 Non-Departmental Special Expense	0	1,282,554	1,282,554	1,260,068	-22,486	1,260,068	0	1,260,068	0

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
503 Fleet Management									
11 Fleet Management									
10 Personal Services	1,037,881	998,652	-39,229	1,021,138	22,486	1,021,138	0	1,021,138	0
30 Operating Expenditures	3,348,793	3,512,093	163,300	3,512,093	0	3,512,093	0	3,512,093	0
60 Capital Outlay	0	0	0	0	0	0	0	0	0
99 Appropriated Reserves	1,247,811	0	-1,247,811	0	0	0	0	0	0
11 Fleet Management	5,634,485	4,510,745	-1,123,740	4,533,231	22,486	4,533,231	0	4,533,231	0
18 Administrative Services									
30 Operating Expenditures	24,000	24,000	0	25,680	1,680	25,680	0	25,680	0
18 Administrative Services	24,000	24,000	0	25,680	1,680	25,680	0	25,680	0
503 Fleet Management	5,658,485	5,817,299	158,814	5,818,979	1,680	5,818,979	0	5,818,979	0
504 Telephone Service									
04 Non-Departmental Special Expense									
99 Appropriated Reserves	0	509,276	509,276	499,144	-10,132	499,144	0	499,144	0
04 Non-Departmental Special Expense	0	509,276	509,276	499,144	-10,132	499,144	0	499,144	0
16 Information Services									
10 Personal Services	467,691	445,900	-21,791	456,032	10,132	456,032	0	456,032	0
30 Operating Expenditures	645,874	645,926	52	645,926	0	645,926	0	645,926	0
99 Appropriated Reserves	493,745	0	-493,745	0	0	0	0	0	0
16 Information Services	1,607,310	1,091,826	-515,484	1,101,958	10,132	1,101,958	0	1,101,958	0
504 Telephone Service	1,607,310	1,601,102	-6,208	1,601,102	0	1,601,102	0	1,601,102	0
506 Vehicle Replacement									
04 Non-Departmental Special Expense									
30 Operating Expenditures	1,375,410	1,375,410	0	1,375,410	0	1,375,410	0	1,375,410	0
60 Capital Outlay	0	0	0	0	0	0	0	0	0
99 Appropriated Reserves	934,041	934,041	0	934,041	0	934,041	0	934,041	0
04 Non-Departmental Special Expense	2,309,451	2,309,451	0	2,309,451	0	2,309,451	0	2,309,451	0
506 Vehicle Replacement	2,309,451	2,309,451	0	2,309,451	0	2,309,451	0	2,309,451	0

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
507 Health Insurance									
04 Non-Departmental Special Expense									
10 Personal Services	61,640	59,550	-2,090	60,825	1,275	60,825	0	60,825	0
30 Operating Expenditures	18,267,026	19,531,726	1,264,700	19,531,726	0	19,531,726	0	19,531,726	0
99 Appropriated Reserves	5,362,024	3,864,066	-1,497,958	3,862,791	-1,275	3,862,791	0	3,862,791	0
04 Non-Departmental Special Expense	23,690,690	23,455,342	-235,348	23,455,342	0	23,455,342	0	23,455,342	0
507 Health Insurance	23,690,690	**23,455,342**	**-235,348**	**23,455,342**	**0**	**23,455,342**	**0**	**23,455,342**	**0**
508 Vehicle Replacement - Gas Tax									
04 Non-Departmental Special Expense									
30 Operating Expenditures	845,000	845,000	0	845,000	0	845,000	0	845,000	0
60 Capital Outlay	0	0	0	0	0	0	0	0	0
99 Appropriated Reserves	300,000	300,000	0	300,000	0	300,000	0	300,000	0
04 Non-Departmental Special Expense	1,145,000	1,145,000	0	1,145,000	0	1,145,000	0	1,145,000	0
508 Vehicle Replacement - Gas Tax	1,145,000	**1,145,000**	**0**	**1,145,000**	**0**	**1,145,000**	**0**	**1,145,000**	**0**
850 Alachua County Housing Finance Authority									
65 Growth Management									
10 Personal Services	27,662	26,618	-1,044	27,257	639	27,257	0	27,257	0
30 Operating Expenditures	12,353	13,520	1,167	12,881	-639	12,881	0	12,881	0
65 Growth Management	40,015	40,138	123	40,138	0	40,138	0	40,138	0
850 Alachua County Housing Finance Authority	40,015	**40,138**	**123**	**40,138**	**0**	**40,138**	**0**	**40,138**	**0**
855 Law Library									
33 Court Administration									
10 Personal Services	37,355	13,735	-23,620	13,802	67	13,802	0	13,802	0
30 Operating Expenditures	41,975	52,265	10,290	52,198	-67	52,198	0	52,198	0
60 Capital Outlay	2,500	2,500	0	2,500	0	2,500	0	2,500	0
33 Court Administration	81,830	68,500	-13,330	68,500	0	68,500	0	68,500	0
855 Law Library	81,830	**68,500**	**-13,330**	**68,500**	**0**	**68,500**	**0**	**68,500**	**0**
Report Total	315,990,900	**310,931,035**	**-5,059,865**	**320,173,206**	**9,242,171**	**318,541,424**	**-1,631,782**	**318,541,424**	**0**

FY12 Final Budget – Revenues

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	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
001 General Fund									
30 Ad Valorem Taxes	**96,071,250**	97,289,327	1,218,077	97,286,799	-2,528	95,729,426	-1,557,373	95,729,426	0
31 Non Ad Valorem Taxes	**252,203**	252,203	0	252,203	0	252,203	0	252,203	0
33 Intergovernmental Revenue	**4,471,997**	4,471,997	0	4,477,606	5,609	4,477,606	0	4,477,606	0
34 Charges For Services	**9,166,422**	9,432,292	265,870	9,432,517	225	9,432,517	0	9,432,517	0
35 Fines & Forfeitures	**13,533**	13,533	0	13,533	0	13,533	0	13,533	0
36 Miscellaneous Revenue	**2,963,666**	2,962,565	-1,101	2,932,316	-30,249	2,914,907	-17,409	2,914,907	0
38 Other Sources	**12,769,609**	12,926,889	157,280	14,983,258	2,056,369	14,983,258	0	14,983,258	0
001 General Fund	**125,708,680**	**127,348,806**	**1,640,126**	**129,378,232**	**2,029,426**	**127,803,450**	**-1,574,782**	**127,803,450**	**0**
002 TD-VCB									
31 Non Ad Valorem Taxes	**672,585**	638,956	-33,629	638,956	0	638,956	0	638,956	0
002 TD-VCB	**672,585**	**638,956**	**-33,629**	**638,956**	**0**	**638,956**	**0**	**638,956**	**0**
004 TD-Gainesville Sports Commission									
38 Other Sources	**110,000**	110,000	0	110,000	0	110,000	0	110,000	0
004 TD-Gainesville Sports Commission	**110,000**	**110,000**	**0**	**110,000**	**0**	**110,000**	**0**	**110,000**	**0**
005 TD-Grants									
31 Non Ad Valorem Taxes	**100,887**	95,843	-5,044	95,843	0	95,843	0	95,843	0
36 Miscellaneous Revenue	**3,500**	3,500	0	3,500	0	3,500	0	3,500	0
38 Other Sources	**194,793**	194,793	0	194,793	0	194,793	0	194,793	0
005 TD-Grants	**299,180**	**294,136**	**-5,044**	**294,136**	**0**	**294,136**	**0**	**294,136**	**0**
006 Destination Enhancement									
31 Non Ad Valorem Taxes	**571,696**	543,112	-28,584	543,112	0	543,112	0	543,112	0
38 Other Sources	**100,000**	100,000	0	100,000	0	100,000	0	100,000	0
006 Destination Enhancement	**671,696**	**643,112**	**-28,584**	**643,112**	**0**	**643,112**	**0**	**643,112**	**0**
008 MSTU-Unincorporated Services									
30 Ad Valorem Taxes	**2,010,271**	2,069,576	59,305	1,905,770	-163,806	1,905,770	0	1,905,770	0
31 Non Ad Valorem Taxes	**1,816,054**	1,816,054	0	1,788,751	-27,303	1,788,751	0	1,788,751	0
32 Permits, Fees & Special Assessments	**141,342**	140,578	-764	140,578	0	140,578	0	140,578	0
33 Intergovernmental Revenue	**1,016,500**	1,016,500	0	1,016,500	0	1,016,500	0	1,016,500	0
34 Charges For Services	**71,150**	57,550	-13,600	57,550	0	57,550	0	57,550	0
36 Miscellaneous Revenue	**77,000**	25,100	-51,900	25,100	0	25,100	0	25,100	0
38 Other Sources	**833,341**	859,442	26,101	907,201	47,759	907,201	0	907,201	0

FY 2012 Revenue Budget Phase Comparison Summary Report

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
008 MSTU-Unincorporated Services	**5,965,658**	**5,984,800**	**19,142**	**5,841,450**	**-143,350**	**5,841,450**	**0**	**5,841,450**	**0**
009 MSTU-Law Enforcement									
30 Ad Valorem Taxes	**8,665,000**	8,699,112	34,112	8,377,029	-322,083	8,377,029	0	8,377,029	0
31 Non Ad Valorem Taxes	**7,154,484**	7,154,484	0	6,750,623	-403,861	6,750,623	0	6,750,623	0
36 Miscellaneous Revenue	**27,000**	27,000	0	122,000	95,000	122,000	0	122,000	0
38 Other Sources	**1,895,563**	2,646,186	750,623	2,405,544	-240,642	2,405,544	0	2,405,544	0
009 MSTU-Law Enforcement	**17,742,047**	**18,526,782**	**784,735**	**17,655,196**	**-871,586**	**17,655,196**	**0**	**17,655,196**	**0**
010 CHOICES Program									
31 Non Ad Valorem Taxes	**8,480,925**	8,462,147	-18,778	8,476,227	14,080	8,476,227	0	8,476,227	0
010 CHOICES Program	**8,480,925**	**8,462,147**	**-18,778**	**8,476,227**	**14,080**	**8,476,227**	**0**	**8,476,227**	**0**
011 MSTU - Fire Services									
30 Ad Valorem Taxes	**6,634,162**	6,621,579	-12,583	6,289,689	-331,890	6,289,689	0	6,289,689	0
31 Non Ad Valorem Taxes	**5,241,587**	5,241,587	0	5,060,065	-181,522	5,060,065	0	5,060,065	0
33 Intergovernmental Revenue	**15,100**	15,100	0	15,100	0	15,100	0	15,100	0
34 Charges For Services	**964,682**	964,682	0	964,682	0	964,682	0	964,682	0
36 Miscellaneous Revenue	**70,000**	70,000	0	70,000	0	70,000	0	70,000	0
38 Other Sources	**1,442,695**	1,467,972	25,277	2,622,978	1,155,006	2,622,978	0	2,622,978	0
011 MSTU - Fire Services	**14,368,226**	**14,380,920**	**12,694**	**15,022,514**	**641,594**	**15,022,514**	**0**	**15,022,514**	**0**
037 State Court Facilities Capital Preservation (FS 318.18)									
34 Charges For Services	**0**	800,000	800,000	800,000	0	800,000	0	800,000	0
037 State Court Facilities Capital Preservation (FS 318.18)	**0**	**800,000**	**800,000**	**800,000**	**0**	**800,000**	**0**	**800,000**	**0**
040 Criminal Justice Diversion Resource Coord.									
33 Intergovernmental Revenue	**11,708**	11,503	-205	11,503	0	11,503	0	11,503	0
040 Criminal Justice Diversion Resource Coord.	**11,708**	**11,503**	**-205**	**11,503**	**0**	**11,503**	**0**	**11,503**	**0**
043 Boating Improvement Program									
32 Permits, Fees & Special Assessments	**57,000**	57,000	0	57,000	0	57,000	0	57,000	0
043 Boating Improvement Program	**57,000**	**57,000**	**0**	**57,000**	**0**	**57,000**	**0**	**57,000**	**0**
057 Sugarfoot Preserve Special Assessment									
32 Permits, Fees & Special Assessments	**45,900**	45,900	0	45,900	0	45,900	0	45,900	0

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
057 Sugarfoot Preserve Special Assessment									
36 Miscellaneous Revenue	200	200	0	200	0	200	0	200	0
057 Sugarfoot Preserve Special Assessment	**46,100**	**46,100**	**0**	**46,100**	**0**	**46,100**	**0**	**46,100**	**0**
061 Florida Council Against Sexual Violence									
36 Miscellaneous Revenue	25,005	25,005	0	25,005	0	25,005	0	25,005	0
061 Florida Council Against Sexual Violence	**25,005**	**25,005**	**0**	**25,005**	**0**	**25,005**	**0**	**25,005**	**0**
066 Judicial Circuitwide Transactions									
34 Charges For Services	389,046	395,471	6,425	392,032	-3,439	392,032	0	392,032	0
066 Judicial Circuitwide Transactions	**389,046**	**395,471**	**6,425**	**392,032**	**-3,439**	**392,032**	**0**	**392,032**	**0**
067 RSVP FY12									
33 Intergovernmental Revenue	0	60,773	60,773	60,773	0	60,773	0	60,773	0
38 Other Sources	0	117,156	117,156	119,292	2,136	119,292	0	119,292	0
067 RSVP FY12	**0**	**177,929**	**177,929**	**180,065**	**2,136**	**180,065**	**0**	**180,065**	**0**
068 VOCA FY12									
33 Intergovernmental Revenue	0	169,012	169,012	169,012	0	169,012	0	169,012	0
38 Other Sources	0	29,421	29,421	33,994	4,573	33,994	0	33,994	0
068 VOCA FY12	**0**	**198,433**	**198,433**	**203,006**	**4,573**	**203,006**	**0**	**203,006**	**0**
069 FGP FY13									
33 Intergovernmental Revenue	0	390,230	390,230	390,230	0	390,230	0	390,230	0
38 Other Sources	0	106,145	106,145	108,563	2,418	108,563	0	108,563	0
069 FGP FY13	**0**	**496,375**	**496,375**	**498,793**	**2,418**	**498,793**	**0**	**498,793**	**0**
070 FDEP Small Quantity Generator Grant									
33 Intergovernmental Revenue	10,000	10,000	0	10,000	0	10,000	0	10,000	0
070 FDEP Small Quantity Generator Grant	**10,000**	**10,000**	**0**	**10,000**	**0**	**10,000**	**0**	**10,000**	**0**
072 Intergovernmental Radio Communication Program									
35 Fines & Forfeitures	419,000	419,000	0	419,000	0	419,000	0	419,000	0
36 Miscellaneous Revenue	6,000	6,000	0	6,000	0	6,000	0	6,000	0
072 Intergovernmental Radio Communication Program	**425,000**	**425,000**	**0**	**425,000**	**0**	**425,000**	**0**	**425,000**	**0**

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
073 Teen Court/Other Juvenile Programs 939.185									
34 Charges For Services	0	62,000	62,000	62,000	0	62,000	0	62,000	0
073 Teen Court/Other Juvenile Programs 939.185	**0**	**62,000**	**62,000**	**62,000**	**0**	**62,000**	**0**	**62,000**	**0**
075 Innovative Court Program 939.185									
34 Charges For Services	74,077	62,000	-12,077	62,000	0	62,000	0	62,000	0
075 Innovative Court Program 939.185	**74,077**	**62,000**	**-12,077**	**62,000**	**0**	**62,000**	**0**	**62,000**	**0**
076 Court Technology 28.24									
34 Charges For Services	0	320,000	320,000	320,000	0	320,000	0	320,000	0
076 Court Technology 28.24	**0**	**320,000**	**320,000**	**320,000**	**0**	**320,000**	**0**	**320,000**	**0**
087 NPDES Stormwater Cleanup									
33 Intergovernmental Revenue	134,000	134,000	0	134,000	0	134,000	0	134,000	0
087 NPDES Stormwater Cleanup	**134,000**	**134,000**	**0**	**134,000**	**0**	**134,000**	**0**	**134,000**	**0**
089 EMPG Federal Grant - 7/11 - 6/12									
33 Intergovernmental Revenue	18,431	130,867	112,436	54,657	-76,210	54,657	0	54,657	0
38 Other Sources	7,184	21,553	14,369	21,553	0	21,553	0	21,553	0
089 EMPG Federal Grant - 7/11 - 6/12	**25,615**	**152,420**	**126,805**	**76,210**	**-76,210**	**76,210**	**0**	**76,210**	**0**
093 FDLE Probation & Pretrial Counseling Services									
33 Intergovernmental Revenue	63,852	54,705	-9,147	55,781	1,076	55,781	0	55,781	0
093 FDLE Probation & Pretrial Counseling Services	**63,852**	**54,705**	**-9,147**	**55,781**	**1,076**	**55,781**	**0**	**55,781**	**0**
095 State EMPA Grant (7/1/12-6/30/13)									
33 Intergovernmental Revenue	0	26,451	26,451	26,696	245	26,696	0	26,696	0
095 State EMPA Grant (7/1/12-6/30/13)	**0**	**26,451**	**26,451**	**26,696**	**245**	**26,696**	**0**	**26,696**	**0**
096 Federal EMPG Grant ((7/1/12-6/30/13)									
33 Intergovernmental Revenue	0	18,219	18,219	18,219	0	18,219	0	18,219	0
38 Other Sources	0	7,184	7,184	7,184	0	7,184	0	7,184	0
096 Federal EMPG Grant ((7/1/12-6/30/13)	**0**	**25,403**	**25,403**	**25,403**	**0**	**25,403**	**0**	**25,403**	**0**
100 DOJ - No Wrong Door									

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
100 DOJ - No Wrong Door									
33 Intergovernmental Revenue	**183,132**	170,330	-12,802	171,205	875	171,205	0	171,205	0
100 DOJ - No Wrong Door	**183,132**	**170,330**	**-12,802**	**171,205**	**875**	**171,205**	**0**	**171,205**	**0**
106 Slosberg Driver Education Safety									
34 Charges For Services	**300,000**	300,000	0	300,000	0	300,000	0	300,000	0
106 Slosberg Driver Education Safety	**300,000**	**300,000**	**0**	**300,000**	**0**	**300,000**	**0**	**300,000**	**0**
115 Justice Assistance Grant FY09									
33 Intergovernmental Revenue	**54,817**	45,616	-9,201	46,692	1,076	46,692	0	46,692	0
115 Justice Assistance Grant FY09	**54,817**	**45,616**	**-9,201**	**46,692**	**1,076**	**46,692**	**0**	**46,692**	**0**
116 FDEP Ambient Groundwater									
33 Intergovernmental Revenue	**11,000**	11,000	0	11,000	0	11,000	0	11,000	0
116 FDEP Ambient Groundwater	**11,000**	**11,000**	**0**	**11,000**	**0**	**11,000**	**0**	**11,000**	**0**
122 State EMS Trust (3/1/11-2/28/12)									
33 Intergovernmental Revenue	**0**	38,012	38,012	38,012	0	38,012	0	38,012	0
36 Miscellaneous Revenue	**3,000**	833	-2,167	833	0	833	0	833	0
122 State EMS Trust (3/1/11-2/28/12)	**3,000**	**38,845**	**35,845**	**38,845**	**0**	**38,845**	**0**	**38,845**	**0**
124 CDBG FY 08 Disaster Recovery Grant									
33 Intergovernmental Revenue	**0**	10,250	10,250	0	-10,250	0	0	0	0
124 CDBG FY 08 Disaster Recovery Grant	**0**	**10,250**	**10,250**	**0**	**-10,250**	**0**	**0**	**0**	**0**
125 FDEP Tank Inspection Contract									
33 Intergovernmental Revenue	**137,000**	105,000	-32,000	105,000	0	105,000	0	105,000	0
125 FDEP Tank Inspection Contract	**137,000**	**105,000**	**-32,000**	**105,000**	**0**	**105,000**	**0**	**105,000**	**0**
126 E911 Wireless Fund									
33 Intergovernmental Revenue	**600,000**	600,000	0	600,000	0	600,000	0	600,000	0
34 Charges For Services	**523,789**	523,789	0	531,602	7,813	531,602	0	531,602	0
36 Miscellaneous Revenue	**32,000**	32,000	0	32,000	0	32,000	0	32,000	0
126 E911 Wireless Fund	**1,155,789**	**1,155,789**	**0**	**1,163,602**	**7,813**	**1,163,602**	**0**	**1,163,602**	**0**

FY 2012 Revenue Budget Phase Comparison Summary Report

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
128 Ala Cnty Fairgrounds Mgmt									
36 Miscellaneous Revenue	**40,000**	40,000	0	40,000	0	40,000	0	40,000	0
38 Other Sources	**100,034**	100,034	0	100,034	0	100,034	0	100,034	0
128 Ala Cnty Fairgrounds Mgmt	**140,034**	**140,034**	**0**	**140,034**	**0**	**140,034**	**0**	**140,034**	**0**
138 Metamorphosis - July 2011 - June 2012									
33 Intergovernmental Revenue	**223,814**	218,242	-5,572	218,242	0	218,242	0	218,242	0
38 Other Sources	**407,341**	233,086	-174,255	274,653	41,567	274,653	0	274,653	0
138 Metamorphosis - July 2011 - June 2012	**631,155**	**451,328**	**-179,827**	**492,895**	**41,567**	**492,895**	**0**	**492,895**	**0**
143 Metamorphosis 7/12 - 6/13									
33 Intergovernmental Revenue	**0**	72,747	72,747	72,747	0	72,747	0	72,747	0
38 Other Sources	**0**	81,038	81,038	94,566	13,528	94,566	0	94,566	0
143 Metamorphosis 7/12 - 6/13	**0**	**153,785**	**153,785**	**167,313**	**13,528**	**167,313**	**0**	**167,313**	**0**
144 Combined Communication Center									
33 Intergovernmental Revenue	**3,516,480**	3,171,588	-344,892	3,829,429	657,841	3,829,429	0	3,829,429	0
38 Other Sources	**1,326,074**	3,430,285	2,104,211	3,725,252	294,967	3,725,252	0	3,725,252	0
144 Combined Communication Center	**4,842,554**	**6,601,873**	**1,759,319**	**7,554,681**	**952,808**	**7,554,681**	**0**	**7,554,681**	**0**
148 MSBU-Refuse Collection									
32 Permits, Fees & Special Assessments	**5,836,725**	5,961,482	124,757	5,400,276	-561,206	5,400,276	0	5,400,276	0
34 Charges For Services	**36,000**	36,000	0	36,000	0	36,000	0	36,000	0
36 Miscellaneous Revenue	**61,000**	105,300	44,300	105,300	0	105,300	0	105,300	0
38 Other Sources	**4,012,000**	4,030,000	18,000	4,030,000	0	4,030,000	0	4,030,000	0
148 MSBU-Refuse Collection	**9,945,725**	**10,132,782**	**187,057**	**9,571,576**	**-561,206**	**9,571,576**	**0**	**9,571,576**	**0**
149 Gas Tax									
31 Non Ad Valorem Taxes	**4,074,355**	3,573,158	-501,197	3,573,158	0	3,573,158	0	3,573,158	0
33 Intergovernmental Revenue	**60,000**	60,000	0	60,000	0	60,000	0	60,000	0
34 Charges For Services	**1,018,250**	754,750	-263,500	754,750	0	754,750	0	754,750	0
36 Miscellaneous Revenue	**5,000**	5,000	0	5,000	0	5,000	0	5,000	0
38 Other Sources	**5,711,388**	5,950,186	238,798	5,950,186	0	5,893,186	-57,000	5,893,186	0
149 Gas Tax	**10,868,993**	**10,343,094**	**-525,899**	**10,343,094**	**0**	**10,286,094**	**-57,000**	**10,286,094**	**0**
150 TD-4th & 6th Cent TD Tax									
31 Non Ad Valorem Taxes	**1,345,170**	1,277,912	-67,258	1,277,912	0	1,277,912	0	1,277,912	0

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
150 TD-4th & 6th Cent TD Tax	**1,345,170**	**1,277,912**	**-67,258**	**1,277,912**	**0**	**1,277,912**	**0**	**1,277,912**	**0**
159 Law Enforcement Training									
34 Charges For Services	**0**	185,000	185,000	185,000	0	185,000	0	185,000	0
159 Law Enforcement Training	**0**	**185,000**	**185,000**	**185,000**	**0**	**185,000**	**0**	**185,000**	**0**
161 Law Enforcement Trust									
38 Other Sources	**66,500**	35,000	-31,500	35,000	0	35,000	0	35,000	0
161 Law Enforcement Trust	**66,500**	**35,000**	**-31,500**	**35,000**	**0**	**35,000**	**0**	**35,000**	**0**
164 FEMA Disaster Relief									
38 Other Sources	**0**	64,869	64,869	64,869	0	64,869	0	64,869	0
164 FEMA Disaster Relief	**0**	**64,869**	**64,869**	**64,869**	**0**	**64,869**	**0**	**64,869**	**0**
167 Donation Fund									
35 Fines & Forfeitures	**12,000**	12,000	0	12,000	0	12,000	0	12,000	0
36 Miscellaneous Revenue	**27,750**	27,350	-400	27,350	0	27,350	0	27,350	0
38 Other Sources	**60,700**	70,275	9,575	70,275	0	70,275	0	70,275	0
167 Donation Fund	**100,450**	**109,625**	**9,175**	**109,625**	**0**	**109,625**	**0**	**109,625**	**0**
168 Tourist Development Tax Fund									
31 Non Ad Valorem Taxes	**672,584**	638,956	-33,628	638,956	0	638,956	0	638,956	0
168 Tourist Development Tax Fund	**672,584**	**638,956**	**-33,628**	**638,956**	**0**	**638,956**	**0**	**638,956**	**0**
171 Supervisor Of Elections									
34 Charges For Services	**187,810**	187,810	0	187,810	0	187,810	0	187,810	0
38 Other Sources	**1,557,163**	1,529,933	-27,230	1,896,917	366,984	1,896,917	0	1,896,917	0
171 Supervisor Of Elections	**1,744,973**	**1,717,743**	**-27,230**	**2,084,727**	**366,984**	**2,084,727**	**0**	**2,084,727**	**0**
178 Hazardous Materials Code-Environmental Protection									
34 Charges For Services	**222,700**	222,550	-150	222,550	0	222,550	0	222,550	0
36 Miscellaneous Revenue	**200**	350	150	350	0	350	0	350	0
178 Hazardous Materials Code-Environmental Protection	**222,900**	**222,900**	**0**	**222,900**	**0**	**222,900**	**0**	**222,900**	**0**
193 Hazardous Materials									
33 Intergovernmental Revenue	**6,136**	7,523	1,387	7,523	0	7,523	0	7,523	0

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
193 Hazardous Materials									
38 Other Sources	18,382	25,968	7,586	25,968	0	25,968	0	25,968	0
193 Hazardous Materials	**24,518**	**33,491**	**8,973**	**33,491**	**0**	**33,491**	**0**	**33,491**	**0**
197 Foster Grandparents April 2011-March 2012									
38 Other Sources	0	18,571	18,571	18,998	427	18,998	0	18,998	0
197 Foster Grandparents April 2011-March 2012	**0**	**18,571**	**18,571**	**18,998**	**427**	**18,998**	**0**	**18,998**	**0**
199 State EMPA Grant (7/1/11-6/30/12)									
33 Intergovernmental Revenue	102,405	79,355	-23,050	80,089	734	80,089	0	80,089	0
199 State EMPA Grant (7/1/11-6/30/12)	**102,405**	**79,355**	**-23,050**	**80,089**	**734**	**80,089**	**0**	**80,089**	**0**
200 General Facilities Capital Preservation									
38 Other Sources	171,120	249,600	78,480	628,880	379,280	628,880	0	628,880	0
200 General Facilities Capital Preservation	**171,120**	**249,600**	**78,480**	**628,880**	**379,280**	**628,880**	**0**	**628,880**	**0**
201 FDEP Petroleum Clean-up									
33 Intergovernmental Revenue	250,000	230,000	-20,000	230,000	0	230,000	0	230,000	0
201 FDEP Petroleum Clean-up	**250,000**	**230,000**	**-20,000**	**230,000**	**0**	**230,000**	**0**	**230,000**	**0**
203 CDBG Neighborhood Stabilization Program									
36 Miscellaneous Revenue	0	51,733	51,733	18,885	-32,848	18,885	0	18,885	0
203 CDBG Neighborhood Stabilization Program	**0**	**51,733**	**51,733**	**18,885**	**-32,848**	**18,885**	**0**	**18,885**	**0**
210 Utility Savings Reinvestment Program									
38 Other Sources	78,000	78,000	0	78,000	0	78,000	0	78,000	0
210 Utility Savings Reinvestment Program	**78,000**	**78,000**	**0**	**78,000**	**0**	**78,000**	**0**	**78,000**	**0**
213 CJMJSA Grant FY12/14									
33 Intergovernmental Revenue	0	0	0	250,000	250,000	250,000	0	250,000	0
38 Other Sources	0	0	0	166,500	166,500	166,500	0	166,500	0
213 CJMJSA Grant FY12/14	**0**	**0**	**0**	**416,500**	**416,500**	**416,500**	**0**	**416,500**	**0**
216 Child Support Enforcement Incentive Program									
36 Miscellaneous Revenue	10,000	10,000	0	10,000	0	10,000	0	10,000	0

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
216 Child Support Enforcement Incentive Program	**10,000**	**10,000**	**0**	**10,000**	**0**	**10,000**	**0**	**10,000**	**0**
221 Alcohol & Other Drug Abuse									
34 Charges For Services	**15,000**	15,000	0	15,000	0	15,000	0	15,000	0
38 Other Sources	**22,200**	22,200	0	22,200	0	22,200	0	22,200	0
221 Alcohol & Other Drug Abuse	**37,200**	**37,200**	**0**	**37,200**	**0**	**37,200**	**0**	**37,200**	**0**
234 Choose Life License Plate									
33 Intergovernmental Revenue	**20,000**	20,000	0	20,000	0	20,000	0	20,000	0
38 Other Sources	**40,000**	40,000	0	40,000	0	40,000	0	40,000	0
234 Choose Life License Plate	**60,000**	**60,000**	**0**	**60,000**	**0**	**60,000**	**0**	**60,000**	**0**
235 Santa Fe Hills Water System									
34 Charges For Services	**18,500**	18,500	0	18,500	0	18,500	0	18,500	0
38 Other Sources	**26,000**	34,000	8,000	34,000	0	34,000	0	34,000	0
235 Santa Fe Hills Water System	**44,500**	**52,500**	**8,000**	**52,500**	**0**	**52,500**	**0**	**52,500**	**0**
236 FDEP Hazardous Waste Cooperation									
33 Intergovernmental Revenue	**148,836**	176,836	28,000	176,836	0	176,836	0	176,836	0
236 FDEP Hazardous Waste Cooperation	**148,836**	**176,836**	**28,000**	**176,836**	**0**	**176,836**	**0**	**176,836**	**0**
238 Legal Aid Program									
34 Charges For Services	**74,994**	62,000	-12,994	62,000	0	62,000	0	62,000	0
238 Legal Aid Program	**74,994**	**62,000**	**-12,994**	**62,000**	**0**	**62,000**	**0**	**62,000**	**0**
257 Crime Prevention 775.083									
34 Charges For Services	**0**	22,000	22,000	22,000	0	22,000	0	22,000	0
257 Crime Prevention 775.083	**0**	**22,000**	**22,000**	**22,000**	**0**	**22,000**	**0**	**22,000**	**0**
263 GPD Violence Against Women									
33 Intergovernmental Revenue	**46,755**	44,844	-1,911	45,920	1,076	45,920	0	45,920	0
263 GPD Violence Against Women	**46,755**	**44,844**	**-1,911**	**45,920**	**1,076**	**45,920**	**0**	**45,920**	**0**
281 2008 Series Jail Energy Conserv Project Phase II Debt									
38 Other Sources	**0**	713,687	713,687	713,687	0	713,687	0	713,687	0
281 2008 Series Jail Energy Conserv Project Phase II	**0**	**713,687**	**713,687**	**713,687**	**0**	**713,687**	**0**	**713,687**	**0**

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
Debt									
283 2011 Series 1-5 Cent Lcl Opt Gas Tax Bond Debt									
31 Non Ad Valorem Taxes	**0**	2,600,046	2,600,046	2,600,046	0	2,600,046	0	2,600,046	0
36 Miscellaneous Revenue	**0**	7,500	7,500	7,500	0	7,500	0	7,500	0
283 2011 Series 1-5 Cent Lcl Opt Gas Tax Bond Debt	**0**	**2,607,546**	**2,607,546**	**2,607,546**	**0**	**2,607,546**	**0**	**2,607,546**	**0**
296 2006 Series Gas Tax Revenue Bond Debt									
31 Non Ad Valorem Taxes	**1,253,500**	1,253,500	0	1,253,500	0	1,253,500	0	1,253,500	0
33 Intergovernmental Revenue	**3,924,000**	3,924,000	0	3,924,000	0	3,924,000	0	3,924,000	0
36 Miscellaneous Revenue	**15,000**	15,000	0	15,000	0	15,000	0	15,000	0
38 Other Sources	**230,735**	235,735	5,000	235,735	0	235,735	0	235,735	0
296 2006 Series Gas Tax Revenue Bond Debt	**5,423,235**	**5,428,235**	**5,000**	**5,428,235**	**0**	**5,428,235**	**0**	**5,428,235**	**0**
297 2007 Series Public Improvement Revenue Bond Debt									
33 Intergovernmental Revenue	**10,026,728**	10,249,914	223,186	10,249,914	0	10,249,914	0	10,249,914	0
36 Miscellaneous Revenue	**30,000**	30,000	0	30,000	0	30,000	0	30,000	0
38 Other Sources	**2,534,094**	2,513,260	-20,834	2,165,216	-348,044	2,165,216	0	2,165,216	0
297 2007 Series Public Improvement Revenue Bond Debt	**12,590,822**	**12,793,174**	**202,352**	**12,445,130**	**-348,044**	**12,445,130**	**0**	**12,445,130**	**0**
298 2008 Series Gas Tax Revenue Bond									
36 Miscellaneous Revenue	**6,000**	6,000	0	6,000	0	6,000	0	6,000	0
38 Other Sources	**2,032,975**	2,032,975	0	2,032,975	0	2,032,975	0	2,032,975	0
298 2008 Series Gas Tax Revenue Bond	**2,038,975**	**2,038,975**	**0**	**2,038,975**	**0**	**2,038,975**	**0**	**2,038,975**	**0**
299 2010 Series AC Forever Bonds Debt									
30 Ad Valorem Taxes	**0**	2,769,223	2,769,223	2,775,853	6,630	2,775,853	0	2,775,853	0
36 Miscellaneous Revenue	**0**	30,000	30,000	30,000	0	30,000	0	30,000	0
38 Other Sources	**0**	15,000	15,000	15,000	0	15,000	0	15,000	0
299 2010 Series AC Forever Bonds Debt	**0**	**2,814,223**	**2,814,223**	**2,820,853**	**6,630**	**2,820,853**	**0**	**2,820,853**	**0**
300 Capital Projects-General									
38 Other Sources	**2,274,921**	2,196,041	-78,880	2,203,086	7,045	2,203,086	0	2,203,086	0
300 Capital Projects-General	**2,274,921**	**2,196,041**	**-78,880**	**2,203,086**	**7,045**	**2,203,086**	**0**	**2,203,086**	**0**
318 Parks and Recreation Capital									
38 Other Sources	**512,000**	348,044	-163,956	512,000	163,956	512,000	0	512,000	0

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
318 Parks and Recreation Capital	**512,000**	**348,044**	**-163,956**	**512,000**	**163,956**	**512,000**	**0**	**512,000**	**0**
326 Legacy Lands Program									
35 Fines & Forfeitures	**0**	3,000	3,000	3,000	0	3,000	0	3,000	0
326 Legacy Lands Program	**0**	**3,000**	**3,000**	**3,000**	**0**	**3,000**	**0**	**3,000**	**0**
327 Technology Plan Capital									
38 Other Sources	**200,000**	200,000	0	200,000	0	200,000	0	200,000	0
327 Technology Plan Capital	**200,000**	**200,000**	**0**	**200,000**	**0**	**200,000**	**0**	**200,000**	**0**
334 State Court Facilities Capital (FS 318.18)									
34 Charges For Services	**50,000**	50,000	0	50,000	0	50,000	0	50,000	0
334 State Court Facilities Capital (FS 318.18)	**50,000**	**50,000**	**0**	**50,000**	**0**	**50,000**	**0**	**50,000**	**0**
336 Impact Fees-NW Transportation District									
32 Permits, Fees & Special Assessments	**630,976**	655,000	24,024	655,000	0	655,000	0	655,000	0
336 Impact Fees-NW Transportation District	**630,976**	**655,000**	**24,024**	**655,000**	**0**	**655,000**	**0**	**655,000**	**0**
337 Impact Fees-SW Transportation District									
32 Permits, Fees & Special Assessments	**1,255,900**	1,305,000	49,100	1,305,000	0	1,305,000	0	1,305,000	0
337 Impact Fees-SW Transportation District	**1,255,900**	**1,305,000**	**49,100**	**1,305,000**	**0**	**1,305,000**	**0**	**1,305,000**	**0**
338 Impact Fees-East Transportation District									
32 Permits, Fees & Special Assessments	**151,802**	155,000	3,198	155,000	0	155,000	0	155,000	0
338 Impact Fees-East Transportation District	**151,802**	**155,000**	**3,198**	**155,000**	**0**	**155,000**	**0**	**155,000**	**0**
339 Impact Fees-Parks									
32 Permits, Fees & Special Assessments	**221,205**	108,433	-112,772	108,433	0	108,433	0	108,433	0
339 Impact Fees-Parks	**221,205**	**108,433**	**-112,772**	**108,433**	**0**	**108,433**	**0**	**108,433**	**0**
340 Impact Fees-Fire Facilities									
32 Permits, Fees & Special Assessments	**0**	100,000	100,000	100,000	0	100,000	0	100,000	0
36 Miscellaneous Revenue	**124,573**	124,573	0	124,573	0	124,573	0	124,573	0
340 Impact Fees-Fire Facilities	**124,573**	**224,573**	**100,000**	**224,573**	**0**	**224,573**	**0**	**224,573**	**0**
341 Transportation Trust Fund									

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
341 Transportation Trust Fund									
34 Charges For Services	**129,553**	129,553	0	129,553	0	129,553	0	129,553	0
341 Transportation Trust Fund	**129,553**	**129,553**	**0**	**129,553**	**0**	**129,553**	**0**	**129,553**	**0**
342 Economic Development Capital									
38 Other Sources	**407,500**	407,500	0	407,500	0	407,500	0	407,500	0
342 Economic Development Capital	**407,500**	**407,500**	**0**	**407,500**	**0**	**407,500**	**0**	**407,500**	**0**
400 Solid Waste System									
32 Permits, Fees & Special Assessments	**450,421**	201,000	-249,421	201,000	0	201,000	0	201,000	0
34 Charges For Services	**7,529,375**	7,553,457	24,082	7,553,457	0	7,553,457	0	7,553,457	0
36 Miscellaneous Revenue	**316,229**	269,000	-47,229	269,000	0	269,000	0	269,000	0
38 Other Sources	**4,911,679**	4,911,679	0	4,911,679	0	4,911,679	0	4,911,679	0
400 Solid Waste System	**13,207,704**	**12,935,136**	**-272,568**	**12,935,136**	**0**	**12,935,136**	**0**	**12,935,136**	**0**
401 Hazardous Waste Management									
34 Charges For Services	**0**	70,500	70,500	70,500	0	70,500	0	70,500	0
36 Miscellaneous Revenue	**0**	35,000	35,000	35,000	0	35,000	0	35,000	0
38 Other Sources	**984,055**	984,055	0	984,055	0	984,055	0	984,055	0
401 Hazardous Waste Management	**984,055**	**1,089,555**	**105,500**	**1,089,555**	**0**	**1,089,555**	**0**	**1,089,555**	**0**
403 Collection Centers									
32 Permits, Fees & Special Assessments	**0**	1,152,520	1,152,520	1,152,520	0	1,152,520	0	1,152,520	0
34 Charges For Services	**3,500**	3,500	0	3,500	0	3,500	0	3,500	0
36 Miscellaneous Revenue	**18,500**	24,500	6,000	24,500	0	24,500	0	24,500	0
38 Other Sources	**2,787,087**	3,287,737	500,650	3,287,737	0	3,287,737	0	3,287,737	0
403 Collection Centers	**2,809,087**	**4,468,257**	**1,659,170**	**4,468,257**	**0**	**4,468,257**	**0**	**4,468,257**	**0**
405 Waste Management Assessment									
32 Permits, Fees & Special Assessments	**2,539,395**	2,539,395	0	2,539,395	0	2,539,395	0	2,539,395	0
36 Miscellaneous Revenue	**10,800**	10,800	0	10,800	0	10,800	0	10,800	0
38 Other Sources	**900,000**	900,000	0	900,000	0	900,000	0	900,000	0
405 Waste Management Assessment	**3,450,195**	**3,450,195**	**0**	**3,450,195**	**0**	**3,450,195**	**0**	**3,450,195**	**0**
406 Closure/Post-Closure									
36 Miscellaneous Revenue	**66,600**	66,600	0	66,600	0	66,600	0	66,600	0
38 Other Sources	**3,942,517**	3,942,517	0	3,942,517	0	3,942,517	0	3,942,517	0

FY 2012 Revenue Budget Phase Comparison Summary Report

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
406 Closure/Post-Closure	**4,009,117**	**4,009,117**	**0**	**4,009,117**	**0**	**4,009,117**	**0**	**4,009,117**	**0**
410 Permits & Development Fund									
32 Permits, Fees & Special Assessments	**1,200,264**	1,215,000	14,736	1,215,000	0	1,215,000	0	1,215,000	0
34 Charges For Services	**9,000**	9,000	0	9,000	0	9,000	0	9,000	0
35 Fines & Forfeitures	**24,000**	24,000	0	24,000	0	24,000	0	24,000	0
36 Miscellaneous Revenue	**31,800**	33,000	1,200	33,000	0	33,000	0	33,000	0
38 Other Sources	**112,107**	37,536	-74,571	58,302	20,766	58,302	0	58,302	0
410 Permits & Development Fund	**1,377,171**	**1,318,536**	**-58,635**	**1,339,302**	**20,766**	**1,339,302**	**0**	**1,339,302**	**0**
500 Computer Replacement									
34 Charges For Services	**704,187**	704,187	0	704,187	0	704,187	0	704,187	0
38 Other Sources	**333,760**	333,760	0	333,760	0	333,760	0	333,760	0
500 Computer Replacement	**1,037,947**	**1,037,947**	**0**	**1,037,947**	**0**	**1,037,947**	**0**	**1,037,947**	**0**
501 Self Insurance Fund									
34 Charges For Services	**3,185,805**	3,210,372	24,567	3,210,372	0	3,210,372	0	3,210,372	0
38 Other Sources	**2,868,000**	2,992,843	124,843	3,369,175	376,332	3,369,175	0	3,369,175	0
501 Self Insurance Fund	**6,053,805**	**6,203,215**	**149,410**	**6,579,547**	**376,332**	**6,579,547**	**0**	**6,579,547**	**0**
502 Equipment Replacement Fund - CCC									
34 Charges For Services	**0**	0	0	651,425	651,425	651,425	0	651,425	0
502 Equipment Replacement Fund - CCC	**0**	**0**	**0**	**651,425**	**651,425**	**651,425**	**0**	**651,425**	**0**
503 Fleet Management									
34 Charges For Services	**4,635,580**	4,797,438	161,858	4,797,438	0	4,797,438	0	4,797,438	0
36 Miscellaneous Revenue	**12,059**	12,059	0	12,059	0	12,059	0	12,059	0
38 Other Sources	**1,009,482**	1,009,482	0	1,009,482	0	1,009,482	0	1,009,482	0
503 Fleet Management	**5,657,121**	**5,818,979**	**161,858**	**5,818,979**	**0**	**5,818,979**	**0**	**5,818,979**	**0**
504 Telephone Service									
34 Charges For Services	**613,207**	592,982	-20,225	592,982	0	592,982	0	592,982	0
36 Miscellaneous Revenue	**351,931**	365,433	13,502	365,433	0	365,433	0	365,433	0
38 Other Sources	**642,687**	642,687	0	642,687	0	642,687	0	642,687	0
504 Telephone Service	**1,607,825**	**1,601,102**	**-6,723**	**1,601,102**	**0**	**1,601,102**	**0**	**1,601,102**	**0**
506 Vehicle Replacement									

FY 2012 Revenue Budget Phase Comparison Summary Report

	FY 2012 Preliminary	FY 2012 Requested	Requested Variance	FY 2012 Recom'd	Recom'd Variance	FY 2012 Proposed	Proposed Variance	FY 2012 Adopted	Adopted Variance
506 Vehicle Replacement									
34 Charges For Services	**2,120,720**	2,120,720	0	2,120,720	0	2,120,720	0	2,120,720	0
38 Other Sources	**188,731**	188,731	0	188,731	0	188,731	0	188,731	0
506 Vehicle Replacement	**2,309,451**	**2,309,451**	**0**	**2,309,451**	**0**	**2,309,451**	**0**	**2,309,451**	**0**
507 Health Insurance									
34 Charges For Services	**18,915,655**	23,455,342	4,539,687	23,455,342	0	23,455,342	0	23,455,342	0
507 Health Insurance	**18,915,655**	**23,455,342**	**4,539,687**	**23,455,342**	**0**	**23,455,342**	**0**	**23,455,342**	**0**
508 Vehicle Replacement - Gas Tax									
34 Charges For Services	**775,000**	775,000	0	775,000	0	775,000	0	775,000	0
38 Other Sources	**370,000**	370,000	0	370,000	0	370,000	0	370,000	0
508 Vehicle Replacement - Gas Tax	**1,145,000**	**1,145,000**	**0**	**1,145,000**	**0**	**1,145,000**	**0**	**1,145,000**	**0**
850 Alachua County Housing Finance Authority									
36 Miscellaneous Revenue	**40,138**	40,138	0	40,138	0	40,138	0	40,138	0
850 Alachua County Housing Finance Authority	**40,138**	**40,138**	**0**	**40,138**	**0**	**40,138**	**0**	**40,138**	**0**
855 Law Library									
34 Charges For Services	**72,975**	66,700	-6,275	66,700	0	66,700	0	66,700	0
36 Miscellaneous Revenue	**3,300**	1,800	-1,500	1,800	0	1,800	0	1,800	0
855 Law Library	**76,275**	**68,500**	**-7,775**	**68,500**	**0**	**68,500**	**0**	**68,500**	**0**
Report Total	**297,446,512**	**316,115,769**	**18,669,257**	**320,173,206**	**4,057,437**	**318,541,424**	**-1,631,782**	**318,541,424**	**0**

FY12 Final Budget - FTE Summary Report

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Alachua County Government
FY 2012 Adopted Budget and FY 2013 Planned Position Summary

Business Unit	FY 2009 Actual	FY 2010 Actual	FY 2011 Adopted	FY 2012 Tentative	FY 2013 Planned
Non Departmental					
Special Expense and Indirect Costs	-	-	-	1.00	1.00
Total Full-Time FTE	-	-	-	1.00	1.00
Total Permanent FTE	-	-	-	1.00	1.00
Constitutional Officers					
Clerk Finance And Accounting	25.00	25.00	25.00	25.00	25.00
Property Appraiser	57.00	56.00	54.00	54.00	54.00
Supervisor Of Elections	13.00	13.00	13.00	13.00	13.00
Tax Collector	69.50	68.50	65.00	65.00	65.00
Sheriff Jail	327.00	327.50	328.00	328.00	328.00
Courts And Corrections	2.00	2.00	2.00	2.00	2.00
Sheriff Law Enforcement	370.75	370.25	372.75	372.75	372.75
Sheriff Communications	113.50	113.00	113.25	113.25	113.25
Sheriff Court Security	38.25	38.25	38.25	38.25	38.25
Total Full-Time FTE	1,016.00	1,013.50	1,011.25	1,011.25	1,011.25
Total Permanent FTE	1,016.00	1,013.50	1,011.25	1,011.25	1,011.25
Judicial					
Court Administration	14.00	14.00	14.00	14.00	14.00
Public Defender	1.00	1.00	1.00	1.00	1.00
Guardian Ad Litem	2.00	2.00	2.00	2.00	2.00
Total Full-Time FTE	17.00	17.00	17.00	17.00	17.00
Total Permanent FTE	17.00	17.00	17.00	17.00	17.00
Information Telecommunications Services					
Information Services	42.75	42.25	39.75	38.75	38.75
Information Services - Telephone	6.25	5.75	6.25	6.25	6.25
Total Full-Time FTE	49.00	48.00	46.00	45.00	45.00
Total Permanent FTE	49.00	48.00	46.00	45.00	45.00
General Government					
County Commission	5.00	5.00	5.00	5.00	5.00
County Attorney	9.00	8.00	8.00	8.00	8.00
County Manager	12.00	11.00	11.50	11.50	11.50
Communications Office	6.00	5.00	4.00	4.00	4.00
Office Of Management And Budget	11.00	11.00	10.75	10.75	10.75
Countywide Sustainability Program	-	1.00	1.25	1.25	1.25
Tourist Development	6.00	6.00	6.00	6.00	6.00
Total Full-Time FTE	49.00	47.00	46.50	46.50	46.50
Total Permanent FTE	49.00	47.00	46.50	46.50	46.50
Administrative Services					
Administration	2.75	3.00	4.00	3.15	3.15
Equal Opportunity	4.75	4.00	4.00	3.00	3.00
Facilities Management	41.30	39.75	38.00	38.00	38.00
Human Resources	9.50	9.00	9.00	9.00	9.00
Purchasing	7.50	6.00	6.00	7.00	7.00
Risk Management	5.00	5.00	5.00	4.10	4.10
Organizational Development And Training	2.00	2.00	2.00	2.00	2.00
Total Full-Time FTE	72.80	68.75	68.00	66.25	66.25
Total Part-Time FTE	-	3.05	3.80	2.80	2.80
Total Permanent FTE	72.80	71.80	71.80	69.05	69.05

Business Unit	FY 2009 Actual	FY 2010 Actual	FY 2011 Adopted	FY 2012 Tentative	FY 2013 Planned
Community Support Services					
Administration	14.00	13.00	13.00	12.50	12.50
Community Agency Partnerships	1.00	1.00	1.00	1.00	1.00
Ag Extension	10.00	9.00	9.00	9.00	9.00
CHOICES	12.00	12.00	12.00	12.50	12.50
Crisis Center	5.00	5.00	5.00	5.00	5.00
Partners for Productive Community	2.00	1.00	1.00	1.00	1.00
Poverty Reduction Program	1.00	2.00	2.00	4.55	5.00
Community Partnerships	6.00	6.00	5.00	2.45	2.00
Social Services	7.00	7.00	7.00	7.00	7.00
Veteran Services	3.00	3.00	3.00	3.00	3.00
Victim Services	11.00	10.00	10.00	10.00	10.00
Total Full-Time FTE	72.00	69.00	68.00	68.00	68.00
Total Part-Time FTE	-	-	-	0.50	0.50
Total Permanent FTE	72.00	69.00	68.00	68.50	68.50
Court Services					
Drug Court	6.65	6.49	6.85	6.99	6.99
Metamorphosis	8.00	7.33	7.28	7.33	7.33
Probation	16.35	15.05	14.97	15.05	15.05
Work Release	18.85	16.75	16.45	16.75	16.75
Day Reporting	8.30	8.30	5.80	5.30	5.30
Jail Population Management Program	4.10	7.10	7.10	6.10	6.10
Community Services	10.45	10.25	10.15	10.25	10.25
Pretrial	21.20	20.30	19.50	19.80	19.80
Outpatient & Aftercare Treatment Program	3.10	3.43	7.40	7.43	7.43
Total Full-Time FTE	97.00	95.00	95.50	95.00	95.00
Total Part-Time FTE	1.25	1.25	1.25	1.75	1.75
Total Permanent FTE	98.25	96.25	96.75	96.75	96.75
Fire Rescue					
Fire Rescue Administration	7.00	7.00	4.00	4.00	4.00
Special Recruitment And Training	5.00	1.50	-	-	-
Emergency Management	4.00	6.00	4.00	4.00	4.00
Wildfire Mitigation & Strategic Planning	5.00	5.00	-	-	-
Enhanced 911	6.50	6.50	6.00	6.00	6.00
Rescue Medical Services	105.50	105.50	103.50	102.00	102.00
Fire Protection Services	110.50	111.00	111.50	111.00	111.00
Total Full-Time FTE	243.50	242.50	229.00	227.00	227.00
Total Permanent FTE	243.50	242.50	229.00	227.00	227.00
Environmental Protection					
Environmental Protection Administration	4.94	4.39	2.54	2.89	2.89
Water Quality	2.45	2.45	2.35	4.45	4.45
Natural Resources Protection	5.59	5.77	5.22	4.27	4.27
Hazardous Materials	5.55	5.41	4.56	3.11	3.11
Hazardous Waste Collection	4.85	5.08	4.98	4.98	4.98
Petroleum Management	5.87	5.30	5.25	5.25	5.25
Land Conservation	6.35	6.10	7.00	7.05	7.05
Total Full-Time FTE	35.60	34.50	31.90	32.00	32.00
Total Part-Time FTE	3.25	3.35	5.10	3.50	3.50
Total Permanent FTE	38.85	37.85	37.00	35.50	35.50

Alachua County Government
FY 2012 Adopted Budget and FY 2013 Planned Position Summary

Business Unit	FY 2009 Actual	FY 2010 Actual	FY 2011 Adopted	FY 2012 Tentative	FY 2013 Planned
Growth Management					
Comprehensive Planning	27.10	27.40	26.90	24.90	24.90
Codes Enforcement	31.90	22.60	22.10	22.10	22.10
Total Full-Time FTE	59.00	50.00	49.00	47.00	47.00
Total Part-Time FTE	-	1.00	1.00	1.00	1.00
Total Permanent FTE	59.00	51.00	50.00	48.00	48.00
Public Works					
Fleet Management	18.62	16.62	16.67	16.67	16.67
Animal Services	38.95	35.95	36.05	35.05	35.05
Parks And Recreation	16.66	15.82	16.22	16.22	16.22
Development Review	6.28	5.17	5.92	6.02	6.02
Waste Management	60.72	60.72	57.92	55.92	55.92
Transportation	89.77	89.72	89.72	90.62	90.62
Total Full-Time FTE	231.00	224.00	222.50	220.50	220.50
Total Part-Time FTE	1.00	1.00	1.00	2.00	2.00
Total Permanent FTE	232.00	225.00	223.50	222.50	222.50
Capital Projects					
Comprehensive Planning - CP	-	1.00	1.00	1.00	1.00
Transportation - CP	-	2.00	2.00	2.00	2.00
Total Full-Time FTE	-	3.00	3.00	3.00	3.00
Total Permanent FTE	-	3.00	3.00	3.00	3.00
Countywide Totals					
Total Full-Time FTE	1,941.90	1,912.25	1,887.65	1,879.50	1,879.50
Total Part-Time FTE	5.50	9.65	12.15	11.55	11.55
Total Permanent FTE	1,947.40	1,921.90	1,899.80	1,891.05	1,891.05
Total Temporary FTE	-	-	-	-	-

September 27, 2011 Regular BoCC Meeting
Agenda Item #24

Title
Application CPA 02 11 to Amend County Comprehensive Plan Future Land Use Map 2030 from Rural Agriculture to Preservation (Amended)

Amount
N/A

Description
Request adoption of County initiated application CPA 02 11 to amend Future Land Use Map 2030 to designate county owned property from Rural Agriculture to Preservation for a parcel in Northwest Alachua County on CR 236.

Recommendation
Adopt CPA 02 11 to designate publicly owned parcel as Preservation on the Future Land Use Map 2030.

Alternative(s)
Do not adopt CPA 02 11 publicly owned parcel as Preservation on the Future Land Use Map 2030

Requested By
Robert L. Norton, Senior Planner 352 374 5249

Originating Department
Department of Growth Management

Attachment(s) Description
Staff report CPA 02 11; Presentation; Letters from reviewing agencies; Ordinance 11 xx

Documents Requiring Action
Ordinance 11 xx (CPA 02 11) to designate publicly owned property as Preservation on the Future Land Use Map 2030.

Executive Summary
This is an amendment to the Future Land Use Map 2030 to designate a parcel acquired by Alachua County Forever as Preservation consistent with the County's Comprehensive Plan criteria for designating land as Preservation.

Background
The Alachua County Forever Program was approved by Alachua County voters in November of 2000, to acquire, improve and manage environmentally significant lands in Alachua County to protect water resources, wildlife habitats and natural areas suitable for resource-based recreation. The approximately 36 acre Millcreek Addition property lies adjacent to the established Millcreek Preserve located in northwest Alachua County along CR 236 and intersection CR 241, and four miles south and east of the Santa Fe River, two miles north of the City of Alachua. The Mill Creek Preserve and addition are included in the Alachua County Ecological Inventory Project or KBN Study project. On May 10, 2011, the Board of County Commissioners approved transmittal of this amendment to the Alachua County Future Land Use Map 2030 to indicate a change in land use from RuralAgriculture to Preservation when owned or managed by a public entity or non-profit agency for the purposes of conservation to be consistent with the definition of Preservation in the Comprehensive Plan. The reviewing agencies identified in Section 163.3184(1)(c), F.S. reviewed the proposed comprehensive plan amendment pursuant to Sections 163.3184(3)(b)2, 3, and 4, F.S., and letters were received by the County from the State Land Planning Agency, the Department of Agriculture and

Consumer Services, and the Florida Department of Education by June 15, 2011, which had no comments on amendment CPA 02-11; and, pursuant to Section 163.3184(3)(b)(c), the County is required to hold a public hearing on whether to adopt the comprehensive plan amendment within 180 days after receipt of agency comments.

Issues
Should the County amend the Future Land Use Map 2030 to designate properties as Preservation which are owned by Alachua County Forever?

Fiscal Recommendation
Not applicable.

Fiscal Alternative(s)
Not applicable

Funding Sources
N/A

Account Code(s)
N/A

Attachment: ORD 11_ Millcreek.pdf
Attachment: Application CPA 02 11.pptx
Attachment: FDOE Letter 6 15 11 Amend ESR 11 2.pdf
Attachment: FDACS Letter 6 9 11 Amend ESR 11 2.pdf
Attachment: DCA Letter 6 9 11Amend ESR 11 2.pdf
Attachment: CPA 02 2011_ Mill Creek additions.pdf

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS

ORDINANCE 11- 09

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, AMENDING THE ALACHUA COUNTY COMPREHENSIVE PLAN: 2011-2030, TO CHANGE THE DESIGNATION ON FUTURE LAND USE MAP FROM RURAL/AGRICULTURE TO PRESERVATION ON TAX PARCEL # 02851-000-000 ON APPROXIMATELY 36.3 ACRES GENERALLY LOCATED IN NORTHWEST ALACHUA COUNTY, PROVIDING FOR THE ORDINANCE TO BE LIBERALLY CONSTRUED; PROVIDING A REPEALING CLAUSE; PROVIDING FOR SEVERABILITY, PROVIDING AN EFFECTIVE DATE.

WHEREAS, The Community Planning Act (Section 163.3161, et. seq., Florida Statutes) requires that each local government prepare and adopt a comprehensive plan; and

WHEREAS, Section 163.3184(11)(a), Florida Statutes, requires that any amendment to the Comprehensive Plan or any element or portion thereof be made by ordinance; and,

WHEREAS, the Board of County Commissioners of Alachua County, Florida, wishes to make an amendment to the Alachua County Comprehensive Plan 2011-2030 to change the Future Land Use Map 2030 designation of approximately 36.32 acres from 'Rural/Agriculture' to 'Preservation'; and,

WHEREAS, duly advertised public hearings were conducted on April 20, 2011 after 5:00 p.m. by the Alachua County Planning Commission, acting as the Local

Planning Agency (LPA) and the LPA provided its recommendation to the Board of County Commissioners; and,

WHEREAS, the Board of County Commissioners considered the recommendations of the LPA at a duly advertised public hearing held on May 10, 2011 after 5:00 p.m. and approved this plan amendment for transmittal, as provided in Section 163.3184(3)(b)1., Florida Statutes, to the State Land Planning Agency, other reviewing agencies as defined in Section 163.3184(1)(c), Florida Statutes, and other local governments for review and comment; and,

WHEREAS, pursuant to Section 163.3184(3)(b)2., Florida Statutes, the reviewing agencies and local governments must transmit their comments to the County such that they are received no later than 30 days from the date on which the reviewing agency or local government received the amendment; and

WHEREAS, the reviewing agencies identified in Section 163.3184(1)(c), F.S. reviewed the proposed comprehensive plan amendment pursuant to Sections 163.3184(3)(b)2, 3, and 4, F.S., and letters were received by the County from the State Land Planning Agency, the Department of Agriculture and Consumer Services, and the Florida Department of Education by June 15, 2011, which had no comments on amendment CPA 02-11 ; and,

WHEREAS, pursuant to Section 163.3184(3)(b)(c), the County is required to hold a public hearing on whether to adopt the comprehensive plan amendment within

180 days after receipt of agency comments; and,

WHEREAS, the Board of County Commissioners finds CPA 02-11 to be in compliance with Chapter 163, Part II of the Florida Statutes; and,

WHEREAS, at the September 27, 2011 public hearing, the Board of County Commissioners provided for and received public participation and adopted the amendment, as embodied in Section 1 below; and,

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

SECTION 1. **Map Amendment.** That the Future Land Use Map 2030 of the Alachua County Comprehensive Plan 2011-2030, is hereby amended to change the future land use designation on Tax Parcel # 02851-000-000 on approximately 36.32 acres from 'Rural/Agriculture' to 'Preservation' as shown on Attachment "A", (map) attached and incorporated herein as a part thereof.

SECTION 2. **Ordinance to be Liberally Construed.** This ordinance shall be liberally construed in order to effectively carry out the purposes hereof which are deemed to be in the best interest of the public health, safety and welfare of the citizens and residents of Alachua County, Florida.

SECTION 3. **Repealing Clause.** All ordinances or parts of ordinances in conflict herewith are, to the extent of the conflict, hereby repealed.

SECTION 4. **Severability.** It is the declared intent of the Board of County Commissioners that, if any section, sentence, clause, phrase or provision of this ordinance is held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be so construed as to render invalid or unconstitutional the remaining provisions of this ordinance and the remainder of this ordinance after the exclusion of such part or parts shall be deemed to be valid.

SECTION 5. **Effective Date.** This plan amendment shall become effective 31 days after the state land planning agency notifies the County that the plan amendment package is complete pursuant to Section 163.3184(3)(c)4, Florida Statutes. If the amendment is timely challenged pursuant to Section 163.3184(5), Florida Statutes, then it will become effective upon the state land planning agency or the Administration Commission entering a final order determining the adopted amendment to be in compliance.

Duly adopted in regular session, this day of 27 September, A.D., 2011.

BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair
Board of County Commissioners

ATTEST:

_____
J. K. "Buddy" Irby, Clerk

(SEAL)

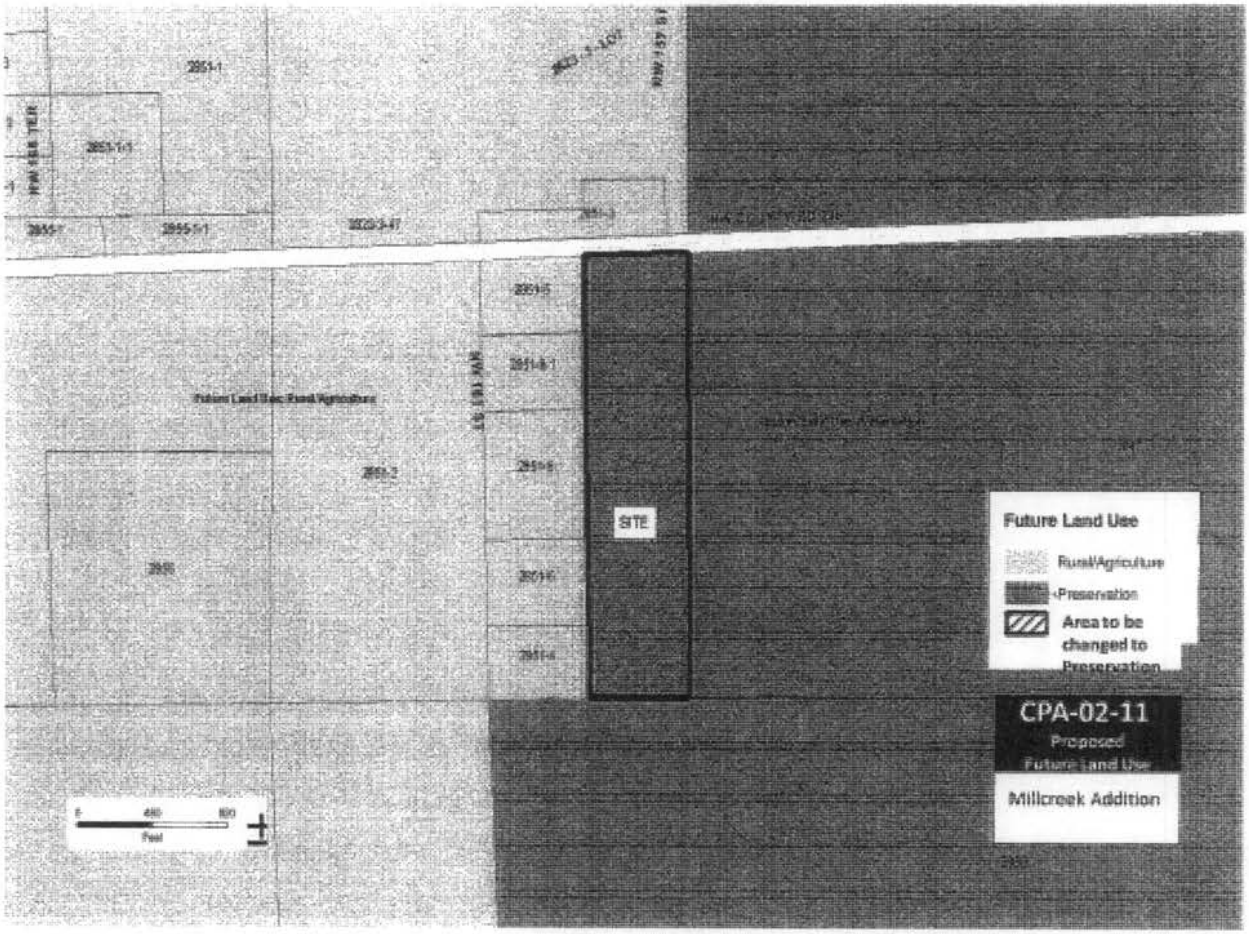
DEPARTMENT APPROVAL
AS TO CORRECTNESS:

_____
Director of Growth Management
or designee

APPROVED AS TO FORM:

_____
Alachua County Attorney

ATTACHMENT A



Change Future Land Use Map for parcels outlined in red hatching from Rural/Agriculture to Preservation.

FLORIDA DEPARTMENT OF EDUCATION

STATE BOARD OF EDUCATION

KATHLEEN SHANAHAN, Chair
ROBERTO MARTÍNEZ, *Vice Chair*

Members

GARY CHARTRAND
DR. AKSHAY DESAI
MARK KAPLAN
JOHN R. PADGET

John L. Winn
Commissioner of Education

Just Read, Florida!

June 15, 2011

Mr. Steven Lachnicht, AICP
Director of Growth Management
Alachua County
10 S.W. 2nd Ave., 3rd Floor
Gainesville, Florida 32601-6294

Dear Mr. Lachnicht:

Re: Alachua County 11-2 (Expedited State Review)

Thank you for the opportunity to review the proposed Alachua County 11-2 amendment package, which the Florida Department of Education received on May 18, 2011. Because none of the amendments appears to affect public school capacities, facilities, or sites, I offer no comment on behalf of the department.

Again, thank you for the opportunity to review and comment.

Sincerely,

Tracy D. Suber
Educational Consultant-Growth Management Liaison

TDS/

cc: Mr. Terry Tougaw, Alachua County Public Schools
Ms. Valerie James, DCA

THOMAS H. INSERRA
DIRECTOR, OFFICE OF EDUCATIONAL FACILITIES

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(850) 488-3022

THE CAPITOL
400 SOUTH MONROE STREET
TALLAHASSEE, FLORIDA 32399-0800

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

COMMISSIONER ADAM H. PUTNAM

June 9, 2011

Alachua County, Department of Growth Management
Mr. Steven Lachnicht, AICP
Director of Growth Management
10 S.W. 2nd Ave., 3rd Floor
Gainesville, FL 32601-6294

Re: DACS Docket # --20110519-003-Alachua
Alachua County – Proposed Comprehensive Plan Amendment
Submission dated May 19, 2011

Dear Mr. Lachnicht:

The Florida Department of Agriculture and Consumer Services (the "Department") has reviewed the above-referenced proposed comprehensive plan amendment pursuant to the provisions of Chapter 163, Florida Statutes to address any potential adverse impacts to important state resources or facilities related to agricultural, aquacultural, or forestry resources in Florida if the proposed amendment(s) are adopted. Based on our review of your county's submission, the Department has no comment on the proposal.

If we may be of further assistance, please do not hesitate to contact me at 850-410-2291.

Sincerely,

Clay Martin
Senior Policy Analyst
Office of Policy and Budget

cc: Florida Department of Community Affairs

STATE OF FLORIDA

DEPARTMENT OF COMMUNITY AFFAIRS

"Dedicated to making Florida a better place to call home"

RICK SCOTT
Governor

BILLY BUZZETT
Secretary

RECEIVED
06-10-11
AC Growth Mgt.

June 9, 2011

The Honorable Lee Pinkoson
Chairman, Alachua County Commission
Board of County Commissioners
Post Office Box 2877
Gainesville, Florida 32602-2877

Dear Chairman Pinkoson:

The State Land Planning Agency (the Agency) has completed its review of the proposed comprehensive plan amendment for Alachua County (Amendment No. 11-2) which was received on May 10, 2011. We have reviewed the proposed amendment pursuant to Sections 163.3184(2) and (3), Florida Statutes (F.S.), and identified no comments related to important state resources and facilities that will be adversely impacted by the amendment if it is adopted.

The County is reminded that pursuant to Section 163.3184(3)(b), F.S., other reviewing agencies have the authority to provide comments directly to the County regarding these proposed amendments. These reviewing agency comments could form the basis for a challenge by this Agency.

If other reviewing agencies provide comments, we recommend that the County consider appropriate changes to the amendment based on those comments. If unresolved, such comments may form the basis for a challenge to the amendment after adoption. The County should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. Also, if the second public hearing is not held within 180 days of your receipt of the agency comments, and the timeframe is not extended by agreement, Section 163.3184(3)(c)1, Florida Statutes, provides that the amendment will be deemed withdrawn. For your assistance, we have attached procedures for adoption and transmittal of the comprehensive plan amendment.

2555 SHUMARD OAK BOULEVARD ♦ TALLAHASSEE, FL 32399-2100
850-488-8466 (p) ♦ 850-921-0781 (f) ♦ Website: www.dca.state.fl.us
♦ COMMUNITY PLANNING 850-488-2356 (p) 850-488-3309 (f) ♦ FLORIDA COMMUNITIES TRUST 850-922-2207 (p) 850-921-1747 (f) ♦
♦ HOUSING AND COMMUNITY DEVELOPMENT 850-488-7956 (p) 850-922-5623 (f) ♦

If you have any questions, please call Mark Yelland, AICP, Principal Planner, at (850) 922-1790, or by email at mark.yelland@dca.state.fl.us.

Sincerely,

Anastasia Richmond
Regional Planning Administrator

AR/myp

cc: Steven Lachnicht, AICP, Director, Alachua County Growth Management
Scott Koons, AICP, Executive Director, North Central Florida Regional Planning Council

ALACHUA COUNTY
Office of Planning and Development Staff Report
Application Number CPA 02-11

Robert L. Norton
Sr Planner 352 374 5249

Summary Page

Application Number: CPA-02-11

LPA Hearing Date: April 20, 2011
BoCC Transmittal Hearing Date: May 10, 2011
BoCC Adoption Hearing: September 27, 2011

Staff Contact: Robert L. Norton, Senior Planner 352-374-5249

SUBJECT:

Application CPA-02-11 (Large Scale Map Amendment) Request Initiated by the County to amend Future Land Use Map 2030 from Rural/Agriculture to Preservation for tax parcel 02851-000-000 on approximately 36.32 acres owned by Alachua County Board of County Commissioners, and generally located in Northwest Alachua County, on CR 236 and four miles south and east of the Santa Fe River and two miles north of the City of Alachua.

APPLICANT/AGENT:

Alachua County

PROPERTY OWNER:

Alachua County Board of County Commissioners

PARCEL INFORMATION:

Located in Northwest Alachua County on CR 236 and four miles south and east of the Santa Fe River and two miles north of the City of Alachua.
Section-Township-Range: **16-7-18**
Parcel #: **02851-000-000**
Land Use: **Rural/Agriculture**
Zoning: **Agriculture**
Existing Land Use: **Silviculture**
Acreage: **36.32**

GENERAL LOCATION:

Generally located in Northwest Alachua County, on CR 236 and four miles south and east of the Santa Fe River and two miles north of the City of Alachua.

ALACHUA COUNTY
Office of Planning and Development Staff Report
Application Number CPA 02-11

Robert L. Norton
Sr Planner 352 374 5249

STAFF RECOMMENDATION: Adopt Ordinance 11-xx, CPA-02-11

LOCAL PLANNING AGENCY RECOMMENDATION: Approve for transmittal (5-0)

BOARD OF COUNTY COMMISSIONERS ACTION: Approve for transmittal (4-0)

BOARD OF COUNTY COMMISSIONERS ACTION: Adoption Hearing 9/27/2011 pending

Previous requests: N/A

Zoning Violation History: N/A

Chronology:

Application Submitted:	**March 4, 2011**
Report Released:	**March 25, 2011**
LPA Hearing:	**April 20, 2011**
BoCC Transmittal Hearing:	**May 10, 2011**
BoCC Adoption Hearing:	**September 27, 2011**

Analysis of request:

Background

NATURAL RESOURCES SUMMARY

Mill Creek Preserve is composed of a core of high quality hardwood-dominated forests that surround creek systems. These hardwood dominated forests grade into pinelands as one progresses away from creek systems. The northern portions of the preserve were formerly in agriculture, but much of that acreage is presently forested with planted pine. The preserve lies on a hydrological divide and contains portions of three stream systems, Townsend Branch, Parener's Branch and an unnamed creek system that flows to the Santa Fe River. The Parener's Branch system begins in a hardwood swamp near CR 236 and flows north and west to the Santa Fe River. Townsend Branch is a tributary of Mill Creek and begins in marshes and other wetlands on the east side of the property. It flows west and south through pine plantation, flatwoods and slope forest until it joins with Mill Creek approximately 1 mile south of the preserve. Mill Creek ends in Alachua Sink, also known as Mill Creek Sink, in the City of Alachua. The unnamed creek (hereafter called Santa Fe Ranch Creek) arises in wetlands south and east of Mill Creek Preserve, flows north through the northeastern quadrant of the Preserve toward the Santa Fe River. Mill Creek Preserve's outstanding biotic features include magnificent examples of beech- magnolia slope forest, the largest area of pond pine flatwoods remaining in Alachua County, as well as the largest population of the state-listed pond spice in the county (Michael Drummund, pers. comm).

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PREVIOUS USES

The history of use of Mill Creek Preserve, immediately prior to acquisition by the County was for silviculture, hunting and quiet enjoyment. Other, less recent uses have included a farm and dairy operation on the northern portion of the preserve (Jim Lybass, pers comm.). Many of the current pine plantations on the north part of Mill Creek were planted on old fields and pasture. Some of those pastures date from the late 1800's. Old township maps depict a home site in approximately the known location of the remains of the more recent dairy operation, which likely included a home site. Further, a portion of the preserve in the southeastern portion of the southwestern quadrant (Section 22) was part of turpentine leases from around 1905 to the 1920's (Acquisition records, deed search). Since at least the Second Seminole War, people have been using Old Providence Road (also called Newnansville to Ft. Call Road), which traverses the preserve. There is evidence in the form of artifacts and an archaeological site that Native Americans also utilized the preserve.

RECREATION Mill Creek Preserve's location at the intersection of CR 241 and CR 236, only 15 minutes from I-75 and US 441, makes it readily accessible for recreational use. A network of hiking trails begins in the parking area, leads to a wildlife observation platform and to interpretive exhibits detailing the natural and cultural resources of the preserve.

PURPOSE

The purpose of the Mill Creek Preserve project is to protect, preserve, and enhance the unique natural and cultural resources found on the property and to provide an enjoyable and educational passive recreational experience. Mill Creek Preserve is managed only for the conservation, protection and enhancement of natural resources, and for public outdoor recreation that is compatible with the conservation, protection and enhancement of the site. The desired future condition of Mill Creek Preserve is the preservation of existing high quality natural communities, and restoration and/or enhancement of species diversity and wildlife habitat in areas impacted by previous agricultural uses, while providing visitors with an enjoyable nature experience that enhances their understanding and appreciation of Alachua County's rich natural and cultural history.

This project has been placed on the Alachua County Registry of Protected Places established by referendum per ORD 8-16 on 6/14/2011.

Process

The reviewing agencies identified in Section 163.3184(1)(c), F.S. reviewed the proposed comprehensive plan amendment pursuant to Sections 163.3184(3)(b)2, 3, and 4, F.S., and letters were received by the County from the State Land Planning Agency, the Department of Agriculture and Consumer Services, and the Florida Department of Education by June 15, 2011, which had no comments on amendment CPA 02-11; and, pursuant to Section 163.3184(3)(b)(c), the County is required to hold a public hearing on whether to adopt the comprehensive plan amendment within 180 days after receipt of agency comments.

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Sr Planner 352 374 5249

Management

Management goals are aimed at improving the condition of natural communities on the site. Natural communities that are in good to excellent condition will be maintained through the use of fire and exotic plant removal. Those that are in less than good condition will be improved using management activities including but not limited to invasive exotic plant removal, nuisance plant removal, prescribed fire, re-vegetation, timber harvesting and earth work. Mill Creek Preserve will be identified in all literature and advertising as acquired with funds from the Florida Communities Trust and Alachua County Forever and operated as a natural conservation area and outdoor nature-based recreation area.

PRIORTIZED MANAGEMENT OBJECTIVES

1. Maintain or enhance existing natural communities where feasible and appropriate.
2. Inventory natural features of the site, including flora, fauna and natural communities.
3. Protect populations of significant and listed plant and animal species.
4. Implement the prescribed fire management plan.
5. Protect water resource values from adverse impacts, and enhance values where feasible and appropriate.
6. Effectively and responsibly manage cultural resources.
7. Promote public outdoor recreation and environmental education consistent with preserving the historic and natural resources of the site goals are aimed at improving the condition of natural communities on the site. Natural communities that are in good to excellent condition will be maintained. Those that are in less than good condition will be improved using management activities including but not limited to invasive exotic plant removal, prescribed fire, forest thinning, and re-vegetation.

Resource Management Issues:

□ □ RESTORATION / ENHANCEMENT- Restore/enhance approximately 482 acres* of disturbed upland and approximately 16 acres of disturbed wetland communities.

□ □ FIRE MANAGEMENT- Develop a prescribed fire management plan to aid in restoration and enhancement of natural communities, to discourage non-fire tolerant vegetation and to maintain open habitat for listed species.

□ □ INVASIVE PLANTS- Control or eradicate invasive, non-native plant species.

□ □ HISTORIC RESOURCES- Protect known sites from disturbance, and coordinate with Florida Department of State, Division of Historic Resources regarding identification and protection of historic sites.

□ □ MONITORING- Monitor property through field inspections and photo-points to determine relative success of management strategies and impacts of public use on the resources.

** The 36 ac project described herein is included in the original Millcreek Preserve Resource Management Plan.*

Site Development and Maintenance

PHYSICAL IMPROVEMENTS -Construct trails and other recreational amenities; fences,

gates, firebreaks, and a parking area.
RECREATION – Construct trails and trailheads, wildlife observation platforms, stationary benches, a bench-swing, a bike rack, and a geo-caching course.
EDUCATION -Develop interpretive exhibits (kiosks and trail signs).
MAINTENANCE -Maintain all improvements.
SECURITY -perform regular security patrols, install informational and regulatory signage, and install additional access control as needed.

Adjacent and Surrounding Properties

Direction	FLU	Zoning	Current Use
North	Rural/Agriculture	Agriculture	Agriculture & Residential
East	Preservation	Conservation	Preservation
South	Preservation	Conservation	Preservation
West	Rural/Agriculture	Agriculture	Agriculture & Residential

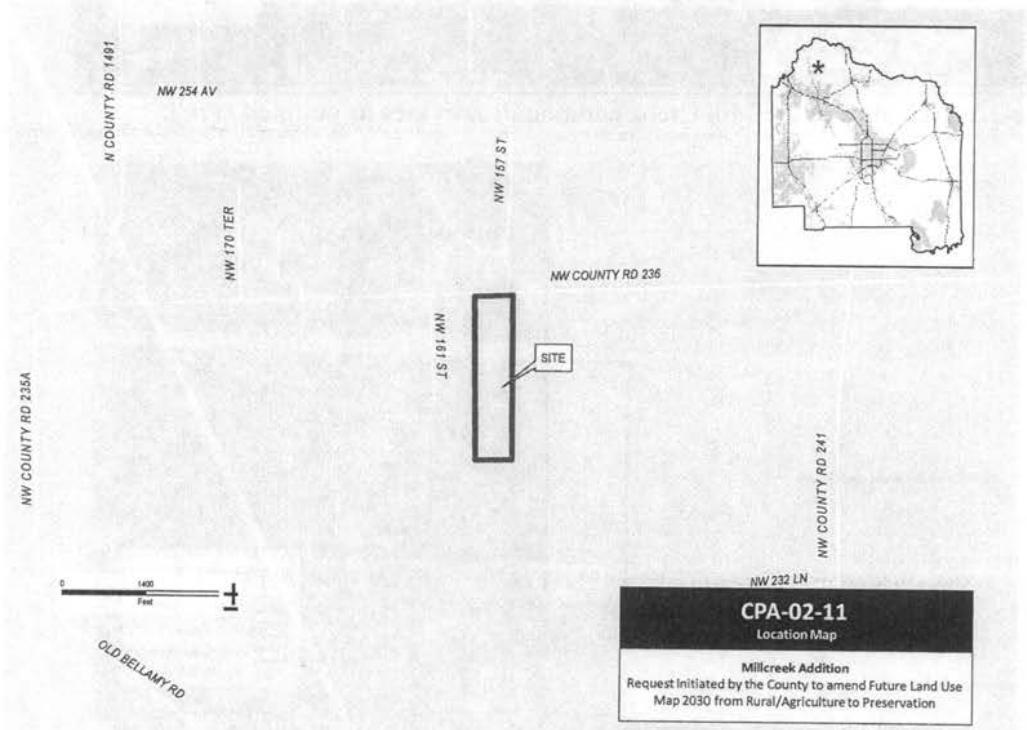


Figure 1. Locator map of the land use change on properties outlined in red.

Robert L. Norton
Sr Planner 352 374 5249

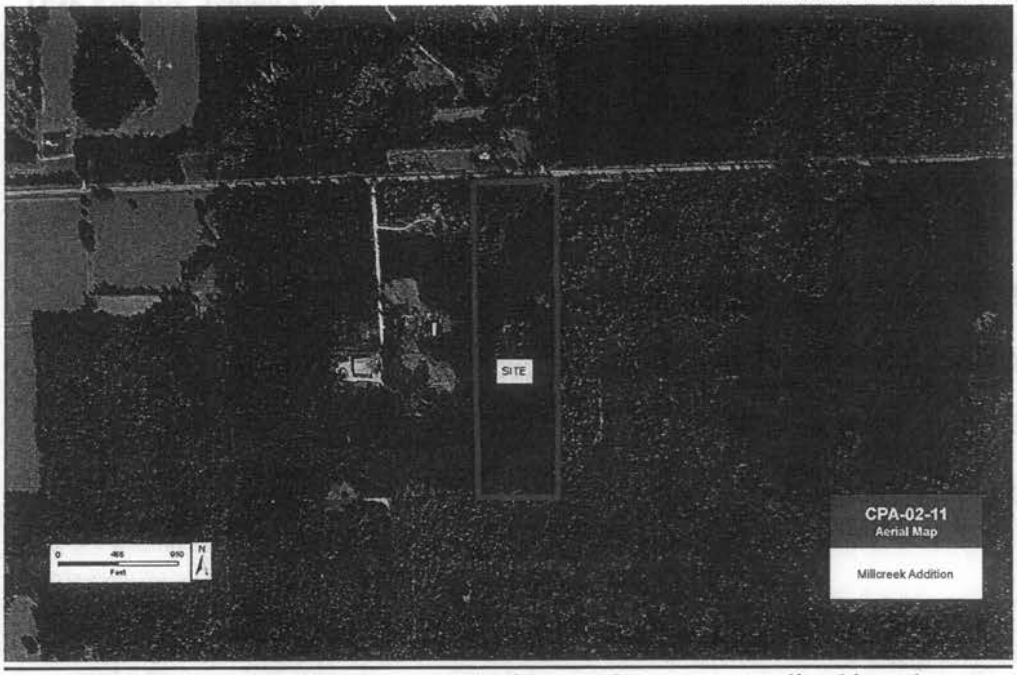
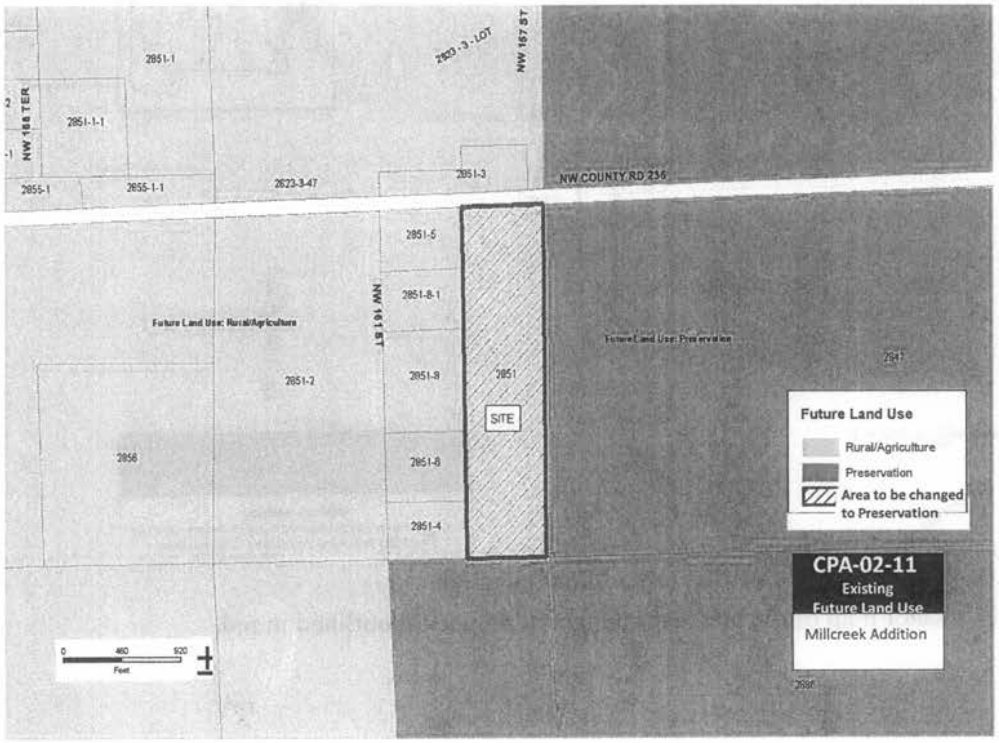


Figure 2. Aerial view of the Mill Creek addition Project area as outlined in red.



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Figure 3. Existing Future Land Use showing Mill Creek Addition Project area as Rural/Agriculture in red with hatching.

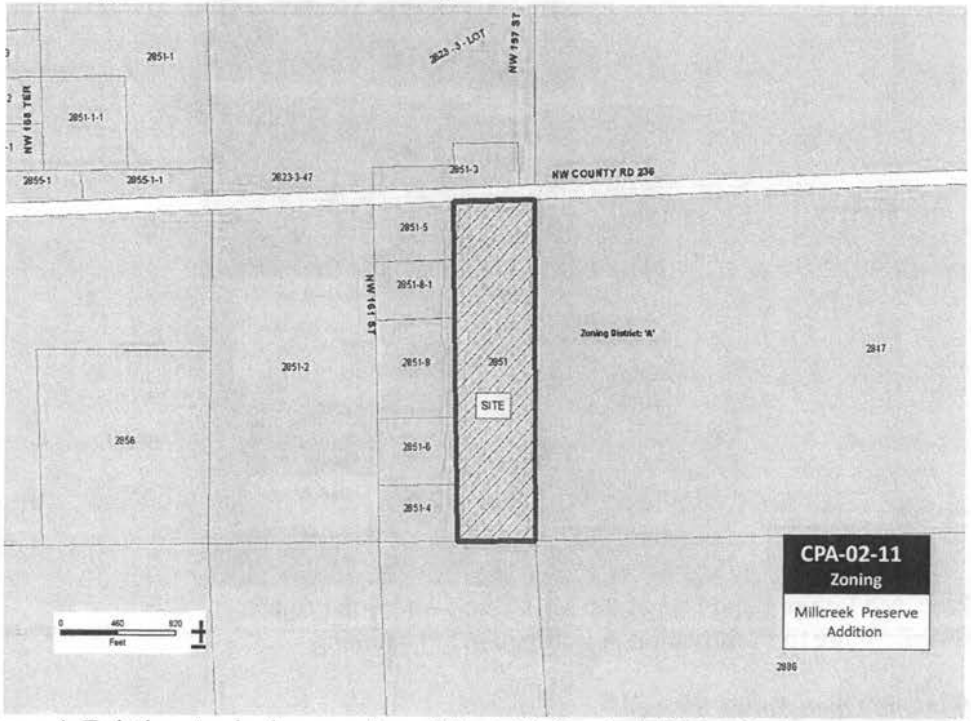


Figure 4. Existing Agriculture zoning of the Mill Creek Addition Project area as outlined in red hatching.

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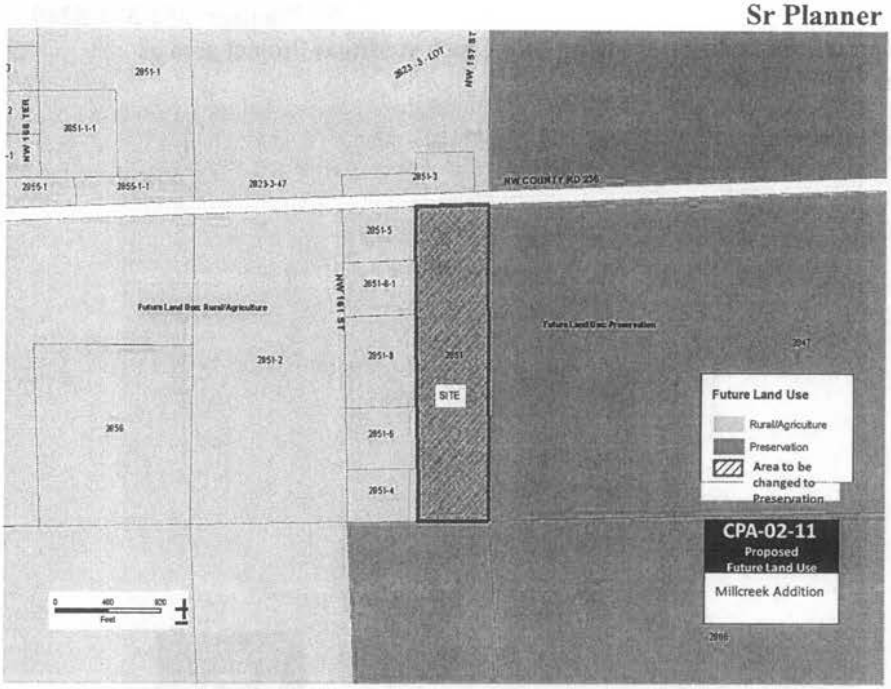


Figure 5. Proposed Future Land Use of the Mill Creek Addition Project from Rural/Agriculture to Preservation as outlined in red hatching.

Conservation and Open Space Element

3.2. PRESERVATION LAND USE CATEGORY

Objective 3.2:

A preservation land use category shall be established to recognize and protect natural resources within publicly owned lands in Alachua County.

Policy 3.2.1 Preservation areas shall consist of publicly owned lands, including lands owned and managed by non-profit conservation organizations, which are intended for use as natural reserves or managed conservation lands for the preservation of natural resources in perpetuity.

Policy 3.2.3 A management plan shall be developed for each preservation area by the responsible public agency, in accordance with the following:

1. The management plan shall include but is not limited to:

   a. Documents and maps that identify the location of areas and natural resources to be preserved, including any protective buffers.

   b. An assessment of the existing quality and characteristics of

Robert L. Norton
Sr Planner 352 374 5249

the natural resources to be preserved and/or restored.

c. A description of the goals and objectives for each site.

d. A description of all proposed uses, including existing and any proposed physical and access improvements.

e. A description of activities that will be performed to protect, restore, or enhance the natural resources to be preserved.

f. A set of schedules and assignments of responsibility for specific implementation activities to be performed as part of the management plan.

2. The management plan shall take into account the ownership interests of public and private entities and provide for protection of private ownership interests.

3. If a preservation area is subject to a conservation easement, the agreement for the conservation easement may serve as the management plan in the absence of a management plan.

4. The land shall be subject to the conservation policies of the Comprehensive Plan that are applicable to the resources within those areas.

Consistency with the Comprehensive Plan: The Comprehensive Plan includes the Preservation Land Use for lands owned by public or non-profit agencies for the purposes of management for conservation; and the subject property is in public ownership. The Preservation designation is consistent with the Plan. The proposed map amendment provides for a Preservation land use category and long-term maintenance of natural systems in the County through acquisition and other appropriate management plan mechanisms established to protect natural resources.

Comprehensive Plan Definition:
Preservation Area/Land: An environmental land use category that consists of publicly owned lands which are intended for use as natural reserves or managed conservation lands for the preservation of natural resources. Preservation areas include lands owned in fee simple or less-than-fee simple title.

Preservation designations further require that a 660 foot buffer overlay Art 8. Ch 405.33(b)4 of the Land Development Regulations be considered on adjacent properties during any development proposal for those properties. The buffer overlay as displayed by the County's GIS/GEOGM Mapper means that development activities within 660 feet of a Preservation land use will be subject to additional review with in general a minimum 100 foot setback depending on parcel size from development activity.

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Sr Planner 352 374 5249

3.3. FUTURE LAND USE MAP

OBJECTIVE 3.3: Identify conservation and preservation areas on the Future Land Use Map.

Policy 3.3.1 The adopted Future Land Use Map shall identify wetlands, surface waters, wellfield protection areas, floodplains, soils, and preservation areas.

Comprehensive Plan Consistency: The proposed map amendment provides for identification of preservation areas on the Future Land Use Map.

4.10. STRATEGIC ECOSYSTEMS

OBJECTIVE 4.10: Protect, conserve, enhance, and manage the ecological integrity of strategic ecosystems in Alachua County.

Comprehensive Plan Consistency: The proposed map amendment provides for long-term maintenance of natural plant and animal systems and species diversity in critical areas of the County such as identified Strategic Ecosystems, in particular provides protection of habitat resources linked between Mill Creek Preserve and Suwannee River Water Management District.

6.0 LAND CONSERVATION PROGRAM

6.4 OTHER ACQUISITION PROGRAMS

OBJECTIVE 6.4: Coordinate with other programs for the acquisition and management of natural areas and open space for recreational, open space and conservation purposes.

Comprehensive Plan Consistency: The proposed map amendment provides for long-term maintenance of natural plant and animal systems and species diversity in critical areas of the County through acquisition by State agencies that provide critical corridor linkages and management of resources consistent with County programs including open space for recreation and conservation purposes.

Financial Impact on Housing Affordability: This map change from Rural/Agriculture to Preservation does not affect the financial impact on housing affordability.

Levels of Service: The Alachua County Comprehensive Plan Capital Improvement Element (CIE) requires that public facilities and services needed to support development be available concurrent with the impacts of development and that issuance of a Certificate of

ALACHUA COUNTY
Office of Planning and Development Staff Report
Application Number CPA 02-11

Robert L. Norton
Sr Planner 352 374 5249

Level of Service Compliance (CLSC) be a condition of all development orders. Per Policy 1.2.4 of the CIE of the Comprehensive Plan, the following LOS Standards have been adopted for various types of public facilities.

Traffic: The current Future land use designation for these properties is Rural/Agriculture which category allows up to 1 per 5 ac. The proposed FLU designation of Preservation limits uses to conservation for preservation of natural resources, consistent with management plans for the property, therefore the new proposed designation would translate into reduction in potential impact from current land use designation as will be the case for **Mass Transit, Water and Sewer, Drainage, Solid Waste,** and **Public Schools.**

STAFF RECOMMENDATION: Adopt CPA-02-11 to designate publicly owned parcels as Preservation on the Future Land Use Map 2030 for review.

Bases:

1. The designation of this publicly owned parcel, acquired for use as a natural resource and managed conservation land, would be consistent with COSE Objective 3.2 and related policies and the definition of Preservation Area/Land, i.e. "intended for use as natural reserves or managed conservation lands for the preservation of natural resources."

Attachments 'A'

Application CPA-02-11 (Large Scale Map Amendment) Request Initiated by the County to amend Future Land Use Map 2030 from Rural/Agriculture to Preservation for tax parcel 02851-000-000 on approximately 36.32 acres owned by Alachua County Board of County Commissioners, and generally located in Northwest Alachua County, intersected by CR 236 and CR 24.1and four miles south and east of the Santa Fe River and two miles north of the City of Alachua.

Robert L. Norton
Sr Planner 352 374 5249

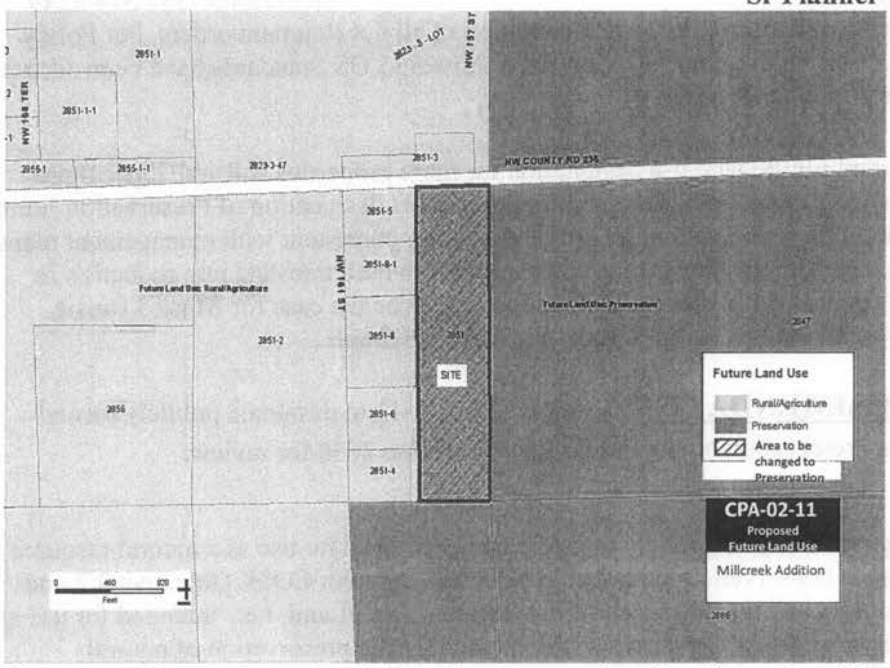


Figure A. Change Future Land Use Map for parcel outlined in red hatching from Rural/Agriculture to Preservation.

Exhibit 1. Referenced Comp Plan Policies

Conservation and Open Space Element

1.1. CONSERVATION STRATEGIES

OBJECTIVE 1.1 Embrace multiple, diverse strategies for the conservation of natural systems in Alachua County.

Policy 1.1.1 The County shall promote the long-term maintenance of natural systems through a comprehensive approach that involves education, public participation, regulations, incentives, acquisition, intergovernmental coordination, and other appropriate mechanisms.

3.2. PRESERVATION LAND USE CATEGORY

OBJECTIVE 3.2: A preservation land use category shall be established to recognize and protect natural resources within publicly owned lands in Alachua County.

Policy 3.2.1 Preservation areas shall consist of publicly owned lands, including lands owned and managed by non-profit conservation organizations, which are intended for use as

natural reserves or managed conservation lands for the preservation of natural resources in perpetuity.

Policy 3.2.2 *Preservation areas shall include but are not limited to:*

. . . .

1. *Property acquired in fee or less than fee simple for preservation by federal, state, and local agencies, Water Management Districts, local municipalities, or Alachua County for use as natural reserves or managed conservation lands for the preservation of natural resources in perpetuity. The identification of less-than-fee properties as preservation areas will be based on the management goals and objectives for the property. This includes properties acquired or managed under programs such as Alachua County Forever, Florida Communities Trust, Save-Our-Rivers, and Conservation and Recreation Lands.*

Policy 3.2.3 *A management plan shall be developed for each preservation area by the responsible public agency, in accordance with the following:*

1. *The management plan shall include but is not limited to:*

c. *Documents and maps that identify the location of areas and natural resources to be preserved, including any protective buffers.*

d. *An assessment of the existing quality and characteristics of the natural resources to be preserved and/or restored.*

a. *A description of the goals and objectives for each site.*

b. *A description of all proposed uses, including existing and any proposed physical and access improvements.*

a. *A description of activities that will be performed to protect, restore, or enhance the natural resources to be preserved.*

b. *A set of schedules and assignments of responsibility for specific implementation activities to be performed as part of the management plan.*

2. *The management plan shall take into account the ownership interests of public and private entities and provide for protection of private ownership interests.*

3. *If a preservation area is subject to a conservation easement, the agreement for the conservation easement may serve as the management plan in the absence of a management plan.*

4. *The land shall be subject to the conservation policies of the Comprehensive Plan that are applicable to the resources within those areas.*

Robert L. Norton
Sr Planner 352 374 5249

3.3. FUTURE LAND USE MAP

OBJECTIVE 3.3: Identify conservation and preservation areas on the Future Land Use Map.

Policy 3.3.1 The adopted Future Land Use Map shall identify wetlands, surface waters, wellfield protection areas, floodplains, soils, and preservation areas.

4.0 NATURAL RESOURCES

4.9 BIODIVERSITY

OBJECTIVE 4.9: Maintain and enhance plant and animal species diversity and distribution within Alachua County by protecting significant plant and wildlife habitats, providing for habitat corridors, and preventing habitat fragmentation.

Policy 4.9.1 A critical portion of each significant plant and wildlife habitat type in Alachua County shall be protected. Protection shall be accomplished using all available methods, including land acquisition, incentives and requirements for the provision of conservation or preservation areas, habitat corridors, greenways, and common open space.

4.10. STRATEGIC ECOSYSTEMS

OBJECTIVE 4.10: Protect, conserve, enhance, and manage the ecological integrity of strategic ecosystems in Alachua County.

6.0 LAND CONSERVATION PROGRAM

6.5 OTHER ACQUISITION PROGRAMS

OBJECTIVE 6.4: Coordinate with other programs for the acquisition and management of natural areas and open space for recreational, open space and conservation purposes.

Exhibit 2. Staff and Agency Recommendations

Environmental Protection Department: The Environmental Protection Department supports this application to amend the Future Land Use Map from Rural/ Agriculture to Preservation.

Public Works Department: The Public Works Department has no comments or concerns in regards to this request.

ALACHUA COUNTY
Office of Planning and Development Staff Report
Application Number CPA 02-11

Robert L. Norton
Sr Planner 352 374 5249

Fire/Rescue Services Department: The department has no comments or concerns with regard to this request.



Application CPA-02-11 (Large Scale Map Amendment)

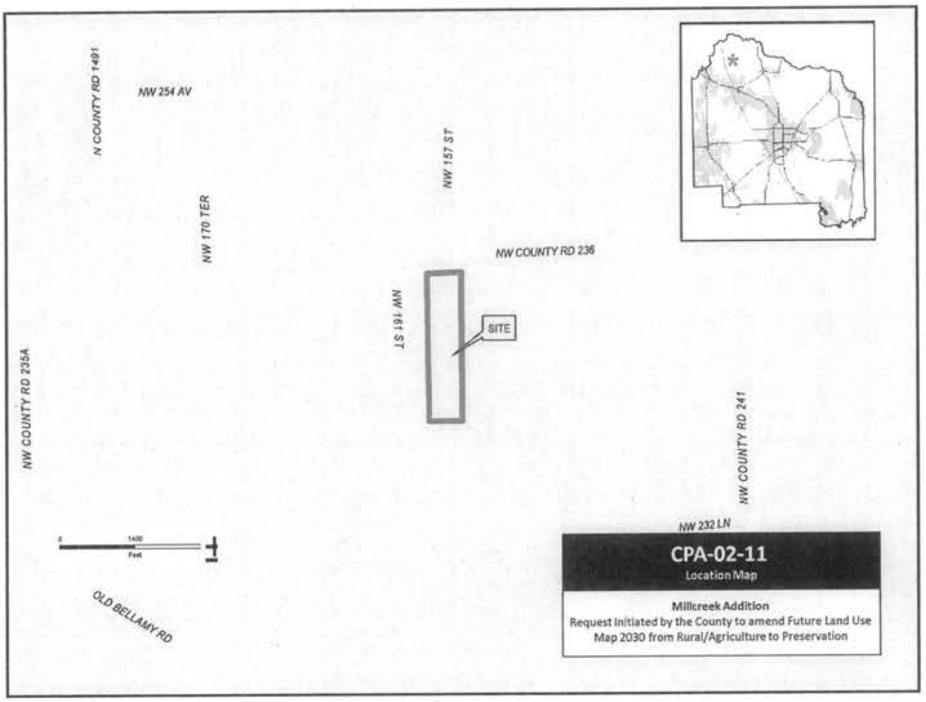
A request initiated by the County to amend Future Land Use Map 2030 from Rural/ Agriculture to Preservation for tax parcel # 02851-000-000 on approximately 36 acres owned by Alachua County Board of County Commissioners, and generally located on SR-236 near intersection of CR 241 adjacent to Mill Creek Preserve, four miles south of Santa Fe River and two miles north of City of Alachua.

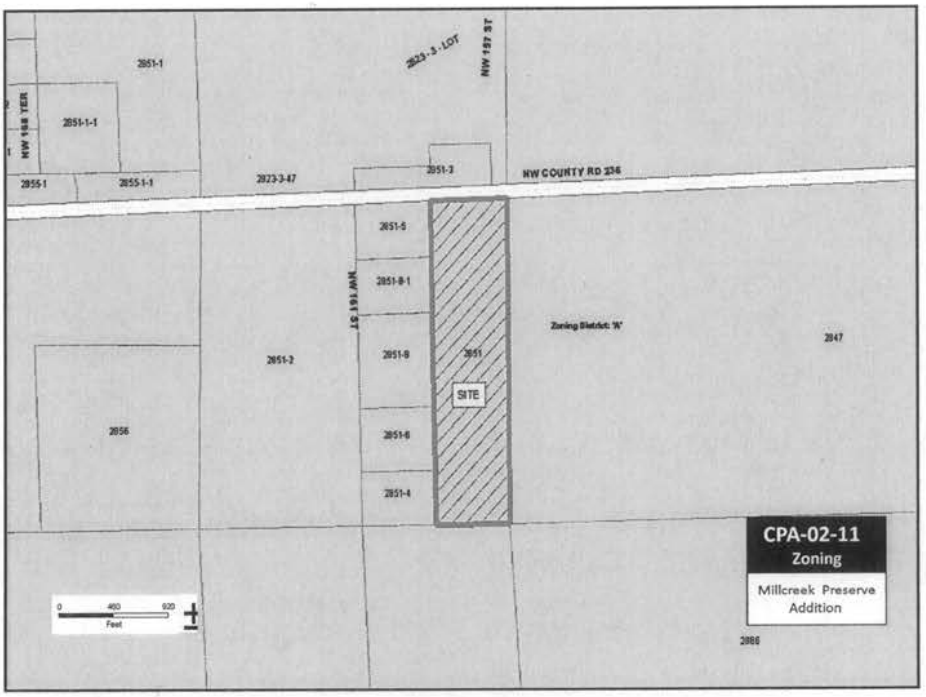
Application CPA-02-11

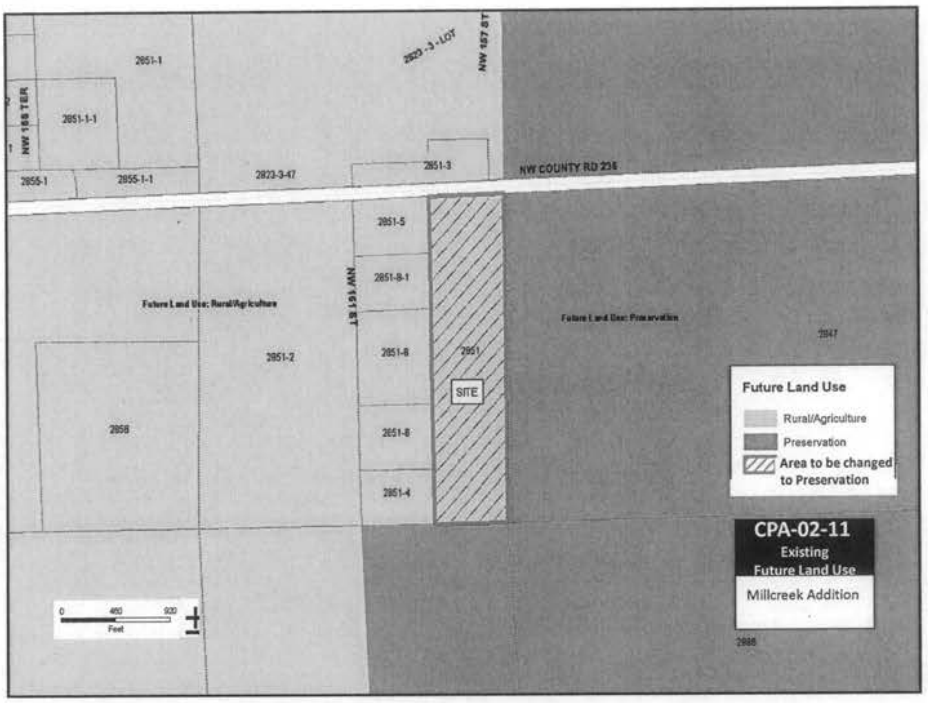
Process

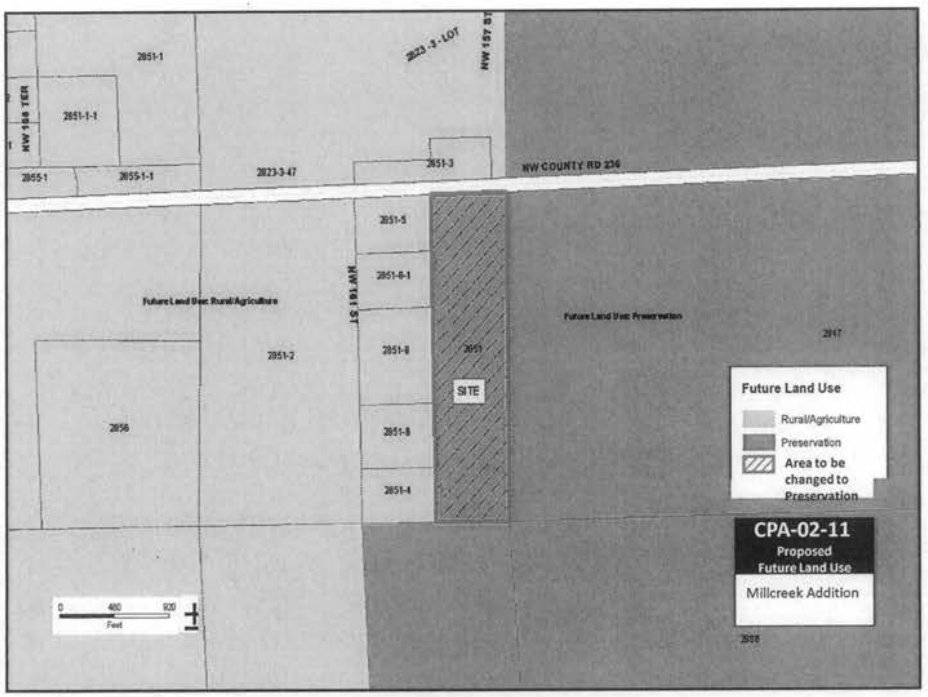
- **LPA Hearing Date: April 20, 2011**
- **BoCC Transmittal Hearing Date: May 10, 2011**

The reviewing agencies identified in Section 163.3184(1)(c), F.S. reviewed the proposed comprehensive plan amendment pursuant to Sections 163.3184(3)(b)2, 3, and 4, F.S., and letters were received by the County from the State Land Planning Agency, the Department of Agriculture and Consumer Services, and the Florida Department of Education by June 15, 2011, which had no comments on amendment CPA 06-11; and, pursuant to Section 163.3184(3)(b)(c), the County is required to hold a public hearing on whether to adopt the comprehensive plan amendment within 180 days after receipt of agency comments.


N COUNTY RD 1491
NW 254 AV
NW 170 TER
NW 157 ST
NW COUNTY RD 236
NW 161 ST
SITE
NW COUNTY RD 235A
NW COUNTY RD 241
NW 232 LN
OLD BELLAMY RD
0 1400 Feet
CPA-02-11
Location Map
Millcreek Addition
Request Initiated by the County to amend Future Land Use Map 2030 from Rural/Agriculture to Preservation


2851-1
2851-1-1
NW 158 TER
2855-1
2855-1-1
2823-3-47
2851-3
NW COUNTY RD 236
2823-3-LOT
NW 157 ST
2851-5
2851-B-1
NW 161 ST
2851-2
2851-B
2851
SITE
2851-6
2851-4
2856
Zoning District: 'A'
2847
2866
0 460 920 Feet
CPA-02-11
Zoning
Millcreek Preserve Addition


2851-1
2851-1-1
NW 158 TER
2855-1
2855-1-1
2823-3-47
2851-3
NW COUNTY RD 236
2823-3-LOT
NW 157 ST
2851-5
2851-8-1
2851-8
2851-8
2851-4
NW 156 ST
Future Land Use: Rural/Agriculture
Future Land Use: Preservation
2851-2
2856
2851
SITE
2847
2988
Future Land Use
Rural/Agriculture
Preservation
Area to be changed to Preservation
CPA-02-11
Existing
Future Land Use
Millcreek Addition
0 460 920
Feet


2851-1
2851-1-1
NW 158 TER
2855-1
2855-1-1
2823-3-47
2851-3
NW COUNTY RD 236
2823-3-LOT
NW 157 ST
2851-5
2851-8-1
2851-8
2851-8
2851-4
NW 156 ST
Future Land Use: Rural/Agriculture
Future Land Use: Preservation
2851-2
2856
2851
SITE
2847
2988
Future Land Use
Rural/Agriculture
Preservation
Area to be changed to Preservation
CPA-02-11
Proposed
Future Land Use
Millcreek Addition
0 460 920
Feet

CPA 02-11 Millcreek Preserve Addition



View at corner of parcel looking southeast

CPA 02-11 Millcreek Preserve Addition



View at northeastern corner of parcel showing Parener's Branch culvert

September 27, 2011 Regular BoCC Meeting
Agenda Item #25

Title
Application CPA 03 11 to amend County Comprehensive Plan Future Land Use Map 2030 from RuralAgriculture to Preservation. (Amended)

Amount
N/A

Description
Request adoption of County initiated application CPA 03 11 to amend Future Land Use Map 2030 to designate property from Rural Agriculture to Preservation on a parcel loated in Northwest Alachua County near CR 241 and the Santa Fe River.

Recommendation
Adopt CPA 03 11 to designate publicly owned land identified as Preservation on the Future Land Use Map 2030.

Alternative(s)
Do not approve for adoption CPA 03 11 publicly owned lands identified as Preservation on the Future Land Use Map 2030.

Requested By
Robert L. Norton Senior Planner 352 374 5249

Originating Department
Department of Growth Management

Attachment(s) Description
Staff report; Presentation; Letters from reviewing agencies; Ordinance 11 xx

Documents Requiring Action
Ordinance 11 xx (CPA 03 11) to designate publicly owned property as Preservation on the Future Land Use Map 2030.

Executive Summary
This is an amendment to the Future Land Use Map 2030 to designate a parcel acquired by Alachua County Forever as Preservation consitent with the County's Comprehensive Plan criteria for designating land as Preservation.

Background
The Alachua County Forever Program was approved by Alachua County voters in November of 2000, to acquire, improve and manage environmentally significant lands in Alachua County, to protect water resources, wildlife habitats and natural areas suitable for resource-based recreation. The approximately 47 acre Odum Preserve project in northwestern lies within the Alachua County Forever Santa Fe River project corridor. It is located 0.2 miles west of CR 241 and having 0.25 miles of frontage on the Santa Fe River, and seven miles northeast of High Springs. The Odum Preserve property is also included in the Santa Fe River corridor of the Alachua County Ecological Inventory Project or KBN Study. On May 10, 2011, the Board of County Commissioners approved transmittal of this amendment to the Alachua County Future Land Use Map 2030 to indicate a change in land use from Rural Agriculture to Preservation when owned or managed by a public entity or non-profit agency for the purposes of conservation to be consistent with the definition of Preservation in the Comprehensive Plan. The reviewing agencies identified in Section 163.3184(1)(c), F.S. reviewed the proposed comprehensive plan amendment pursuant to Sections 163.3184(3)(b)2, 3, and 4, F.S., and letters were received by the County from the State Land Planning Agency, the Department of Agriculture and

Consumer Services, and the Florida Department of Education by June 15, 2011, which had no comments on amendment CPA 03-11; and, pursuant to Section 163.3184(3)(b)(c), the County is required to hold a public hearing on whether to adopt the comprehensive plan amendment within 180 days after receipt of agency comments.

Issues
Should the County amend the Future Land Use Map 2030 to designate properties as Preservation which are owned by Alachua County Forever ?

Fiscal Recommendation
Not applicable

Fiscal Alternative(s)
Not applicable

Funding Sources
N/A

Account Code(s)
N/A

Attachment: CPA 03 2011_ Odum Preserve_12 17 2011.pdf
Attachment: DCA Letter 6 9 11Amend ESR 11 2.pdf
Attachment: FDACS Letter 6 9 11 Amend ESR 11 2.pdf
Attachment: FDOE Letter 6 15 11 Amend ESR 11 2.pdf
Attachment: Application CPA 03 11.pptx
Attachment: ORD 11_ Odum.pdf

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS

ORDINANCE 11- 10

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, AMENDING THE ALACHUA COUNTY COMPREHENSIVE PLAN: 2011-2030, TO CHANGE THE DESIGNATION ON FUTURE LAND USE MAP FROM RURAL/AGRICULTURE TO PRESERVATION ON TAX PARCEL # 02725-002-002 ON APPROXIMATELY 47.17 ACRES GENERALLY LOCATED IN NORTHWEST ALACHUA COUNTY, PROVIDING FOR THE ORDINANCE TO BE LIBERALLY CONSTRUED; PROVIDING A REPEALING CLAUSE; PROVIDING FOR SEVERABILITY, PROVIDING AN EFFECTIVE DATE.

WHEREAS, The Community Planning Act (Section 163.3161, et. seq., Florida Statutes) requires that each local government prepare and adopt a comprehensive plan; and

WHEREAS, Section 163.3184(11)(a), Florida Statutes, requires that any amendment to the Comprehensive Plan or any element or portion thereof be made by ordinance; and,

WHEREAS, the Board of County Commissioners of Alachua County, Florida, wishes to make an amendment to the Alachua County Comprehensive Plan 2011-2030 to change the Future Land Use Map 2030 designation of approximately 47.17 acres from 'Rural/Agriculture' to 'Preservation'; and,

WHEREAS, duly advertised public hearings were conducted on April 20, 2011 after 5:00 p.m. by the Alachua County Planning Commission, acting as the Local Planning Agency (LPA) and the LPA provided its recommendation to the Board of County Commissioners; and,

WHEREAS, the Board of County Commissioners considered the recommendations of the LPA at a duly advertised public hearing held on May 10, 2011 after 5:00 p.m. and approved this plan amendment for transmittal, as provided in Section 163.3184(3)(b)1., Florida Statutes, to the State Land Planning Agency, other reviewing agencies as defined in Section 163.3184(1)(c), Florida Statutes, and other local governments for review and comment; and,

WHEREAS, pursuant to Section 163.3184(3)(b)2., Florida Statutes, the reviewing agencies and local governments must transmit their comments to the County such that they are received no later than 30 days from the date on which the reviewing agency or local government received the amendment; and

WHEREAS, the reviewing agencies identified in Section 163.3184(1)(c), F.S. reviewed the proposed comprehensive plan amendment pursuant to Sections 163.3184(3)(b)2, 3, and 4, F.S., and letters were received by the County from the State Land Planning Agency, the Department of Agriculture and Consumer Services, and the Florida Department of Education by June 15, 2011, which had no comments on amendment CPA 03-11 ; and,

WHEREAS, pursuant to Section 163.3184(3)(b)(c), the County is required to hold a public hearing on whether to adopt the comprehensive plan amendment within 180 days after receipt of agency comments; and,

WHEREAS, the Board of County Commissioners finds CPA 03-11 to be in compliance with Chapter 163, Part II of the Florida Statutes; and,

WHEREAS, at the September 27, 2011 public hearing, the Board of County Commissioners provided for and received public participation and adopted the amendment, as embodied in Section 1 below; and,

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

SECTION 1. **Map Amendment.** That the Future Land Use Map 2030 of the Alachua County Comprehensive Plan 2011-2030, is hereby amended to change the future land use designation on Tax Parcel # 02725-002-002 on approximately 47.17 acres from 'Rural/Agriculture' to 'Preservation' as shown on Attachment "A", (map) attached and incorporated herein as a part thereof.

SECTION 2. **Ordinance to be Liberally Construed.** This ordinance shall be liberally construed in order to effectively carry out the purposes hereof which are

deemed to be in the best interest of the public health, safety and welfare of the citizens and residents of Alachua County, Florida.

SECTION 3. **Repealing Clause.** All ordinances or parts of ordinances in conflict herewith are, to the extent of the conflict, hereby repealed.

SECTION 4. **Severability.** It is the declared intent of the Board of County Commissioners that, if any section, sentence, clause, phrase or provision of this ordinance is held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be so construed as to render invalid or unconstitutional the remaining provisions of this ordinance and the remainder of this ordinance after the exclusion of such part or parts shall be deemed to be valid.

SECTION 5. **Effective Date**. This plan amendment shall become effective 31 days after the state land planning agency notifies the County that the plan amendment package is complete pursuant to Section 163.3184(3)(c)4, Florida Statutes. If the amendment is timely challenged pursuant to Section 163.3184(5), Florida Statutes, then it will become effective upon the state land planning agency or the Administration Commission entering a final order determining the adopted amendment to be in compliance.

Duly adopted in regular session, this day of 27 September, A.D., 2011.

BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair
Board of County Commissioners

ATTEST:

_____
J. K. "Buddy" Irby, Clerk

(SEAL)

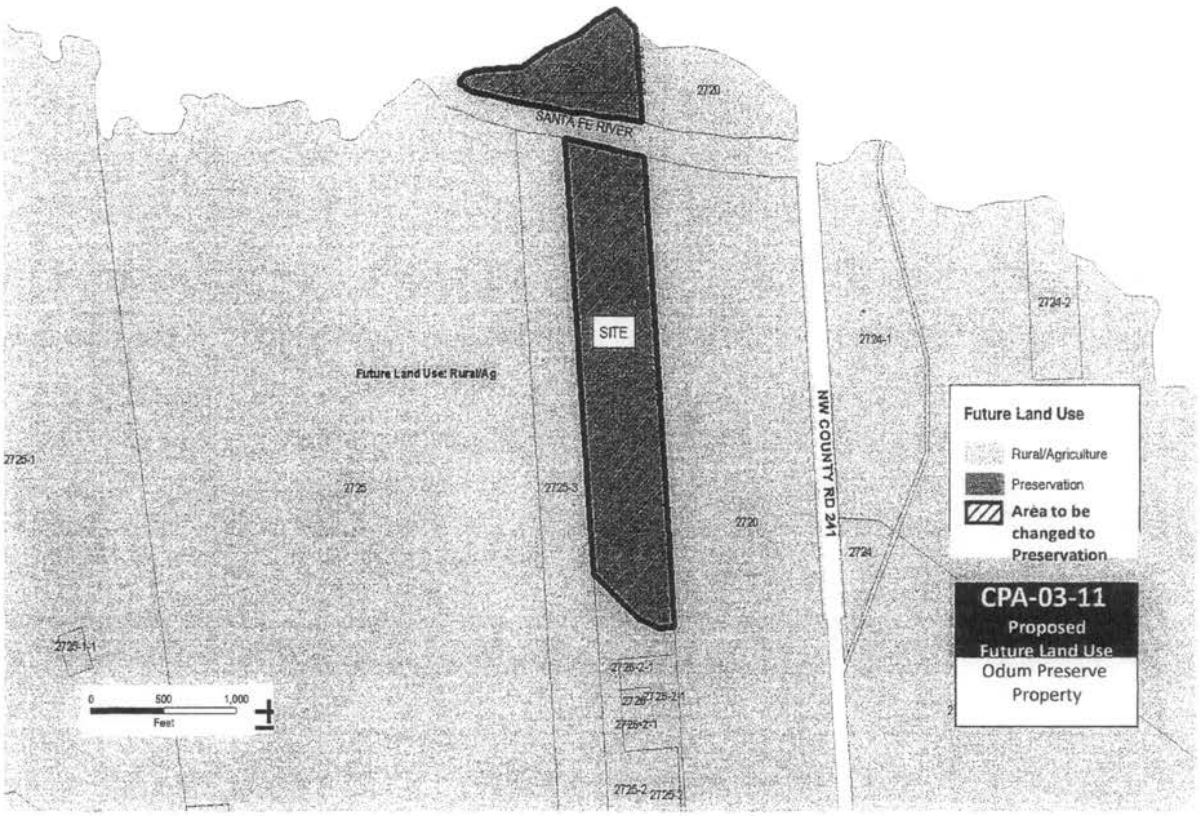
DEPARTMENT APPROVAL
AS TO CORRECTNESS:

_____
Director of Growth Management
or designee

APPROVED AS TO FORM:

_____
Alachua County Attorney

ATTACHMENT A



Change Future Land Use Map for parcels outlined in red hatching from Rural/Agriculture to Preservation.

ALACHUA COUNTY
Office of Planning and Development Staff Report
Application Number CPA 03-11

Robert L. Norton
Sr Planner 352 374 5249

Summary Page

Application Number: CPA-03-11	**LPA Hearing Date: April 20, 2011** **BoCC Transmittal Hearing Date: May 10, 2011** **BoCC Adoption Hearing: September 27, 2011**
Staff Contact:	**Robert L. Norton, Senior Planner** **352-374-5249**
SUBJECT:	**Application CPA-03-11 (Large Scale Map Amendment)** Request Initiated by the County to amend Future Land Use Map 2030 from Rural/Agriculture to Preservation for tax parcel 02725-002-002 on approximately 47.17 acres owned by Alachua County Board of County Commissioners, and generally located in northwest Alachua County 0.2 miles west of CR 241, has 0.25 miles of river frontage on the Santa Fe River, and is seven miles northeast of the City of High Springs.
APPLICANT/AGENT:	**Alachua County**
PROPERTY OWNER:	**Alachua County Board of County Commissioners**
PARCEL INFORMATION:	**Located** in northwest Alachua County 0.2 miles west of CR 241 with approximately ¼ mile of river frontage on the Santa Fe River. *Section-Township-Range:* ***28-6-18*** *Parcel #:* **02725-002-002** *Land Use:* **Rural/Agriculture** *Zoning:* **Agriculture** *Existing Land Use:* **Silviculture** *Acreage:* **47.17**
GENERAL LOCATION:	Generally located in northwest Alachua County 0.2 miles west of CR 241, and 0.25 miles of river frontage on the Santa Fe River, and is seven miles northeast of the City of High Springs.

ALACHUA COUNTY
Office of Planning and Development Staff Report
Application Number CPA 03-11

Robert L. Norton
Sr Planner 352 374 5249

STAFF RECOMMENDATION: Adopt Ordinance 11-xx, CPA-03-11

LOCAL PLANNING AGENCY RECOMMENDATION: Approve for transmittal (5-0)

BOARD OF COUNTY COMMISSIONERS ACTION: Approve for transmittal (4-0)

BOARD OF COUNTY COMMISSIONERS ACTION: Adoption Hearing 9/27/2011 pending

Previous requests: N/A

Zoning Violation History: N/A

Chronology:

Application Submitted:	**March 4, 2011**
Report Released:	**March 25, 2011**
LPA Hearing:	**April 20, 2011**
BoCC Transmittal Hearing:	**May 10, 2011**
BoCC Adoption Hearing:	**September 27, 2011**

Analysis of request:

Background

NATURAL RESOURCES SUMMARY NATURAL RESOURCES SUMMARY
The Odum Preserve lies in the Santa Fe River floodplain and protects over ¼ of a mile of river frontage. The property consists of high-quality hardwood forests that are primarily wetlands. These high-quality forests are connected to other forests and natural communities along the river and are a part of the Santa Fe River corridor, an important resource for the region's wildlife and flora. Wetland protection helps to preserve water quality in the Santa Fe River which contributes directly to the Flordian Aquifer.

PREVIOUS USES
The history of use of the Odum Preserve immediately prior to acquisition by the County was for quiet enjoyment. The path of the Santa Fe River was re-routed in the 1940's as part of a State transportation project and the parcel was bisected by the new river channel creating an island between the old path of the river and the present created channel.

RECREATION
Access to the Odum Preserve is by appointment. The Odum Preserve has no road access and land–based access via an adjacent land owner is restricted to staff-lead tours on a by appointment basis. The nearest public access points to the river are located 4 miles downstream within O'Leno State Park at Bible Camp Road on the Columbia County side of the river, and approximately 7 miles upstream at the Chastain-Seay Park in Worthington

Robert L. Norton
Sr Planner 352 374 5249

Springs (Union County side of the river). Canoeing, kayaking and other boating along this portion of the river is limited by water levels and fallen debris.

This project has been listed by the Board of County Commissioners on March 22, 2011 on the *Alachua Country Registry of Protected Places* established by referendum per Alachua County ORD 08-16.

Process
The reviewing agencies identified in Section 163.3184(1)(c), F.S. reviewed the proposed comprehensive plan amendment pursuant to Sections 163.3184(3)(b)2, 3, and 4, F.S., and letters were received by the County from the State Land Planning Agency, the Department of Agriculture and Consumer Services, and the Florida Department of Education by June 15, 2011, which had no comments on amendment CPA 03-11; and, pursuant to Section 163.3184(3)(b)(c), the County is required to hold a public hearing on whether to adopt the comprehensive plan amendment within 180 days after receipt of agency comments.

PURPOSE
The purpose of the Odum Preserve is to protect, preserve, and enhance the Santa Fe River shoreline and associated vegetated buffer. The Odum Preserve will be managed only for the conservation, protection and enhancement of natural resources at present with limited access, but the option for public outdoor recreation compatible with conservation, protection and enhancement of the site will be considered as needed or as demand arises in the future. Management goals are aimed at maintaining or improving the condition of natural communities on the site. Natural communities that are in good to excellent condition will be maintained. Those that are in less than good condition will be improved using management activities including but not limited to invasive exotic plant removal, re-vegetation, and feral animal removal.

PRIORTIZED MANAGEMENT OBJECTIVES
1. Protect and enhance water resource values.
2. Maintain or enhance existing natural communities.
3. Inventory natural features of the site, including flora, fauna and natural communities.
4. Protect populations of significant and listed plant and animal species.
5. Effectively and responsibly manage historic resources.

Management goals are aimed at improving the condition of natural communities on the site. Natural communities that are in good to excellent condition will be maintained. Those that are in less than good condition will be improved using management activities including but not limited to invasive exotic plant removal, prescribed fire, forest thinning, and re-vegetation.

Key Management Objectives:
1. Maintain or enhance existing natural communities where feasible and appropriate.

Robert L. Norton
Sr Planner 352 374 5249

2. Inventory natural features of the site, including flora, fauna and natural communities.
3. Protect populations of significant and listed plant and animal species.
4. Develop and implement a prescribed fire management plan.
5. Protect water resource values from adverse impacts, and enhance values where feasible and appropriate.
6. Effectively and responsibly manage cultural resources.
7. Promote public outdoor recreation and environmental education consistent with preserving the natural and cultural resources of the site.

Resource Management Issues:

- RESTORATION / ENHANCEMENT- Restore/enhance approximately 47 acres of disturbed upland and approximately 16 acres of disturbed wetland communities.
- FIRE MANAGEMENT - Develop a prescribed fire management plan to aid in restoration and enhancement of natural communities, to discourage non-fire tolerant vegetation and to maintain open habitat for listed species.
- INVASIVE PLANTS - Control or eradicate invasive, non-native plant species.
- HISTORIC RESOURCES - Protect known sites from disturbance, and coordinate with Florida Department of State, Division of Historic Resources regarding identification and protection of historic sites.
- MONITORING - Monitor property through field inspections and photo-points to determine relative success of management strategies and impacts of public use on the resources.

Site Development and Maintenance

PHYSICAL IMPROVEMENTS -Construct trails and other recreational amenities; fences, gates, firebreaks, and a parking area.
RECREATION – Construct trails and trailheads, wildlife observation platforms, stationary benches, a bench-swing, a bike rack, and a geo-caching course.
EDUCATION -Develop interpretive exhibits (kiosks and trail signs).
MAINTENANCE -Maintain all improvements.
SECURITY -perform regular security patrols, install informational and regulatory signage, and install additional access control as needed.

Adjacent and Surrounding Properties

Direction	FLU	Zoning	Current Use
North	Rural/Agriculture	Agriculture	Agriculture & Residential
East	Rural/Agriculture	Agriculture	Agriculture & Residential
South	Rural/Agriculture	Agriculture	Agriculture & Residential
West	Rural/Agriculture	Agriculture	Agriculture & Residential

Robert L. Norton
Sr Planner 352 374 5249

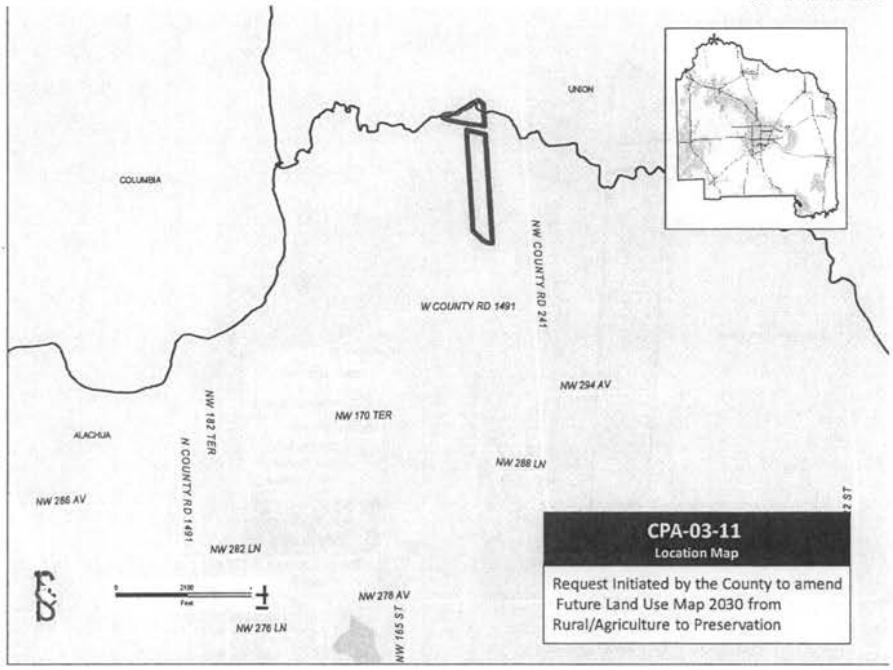


Figure 1. Locator map of the Odum property as outlined in red.

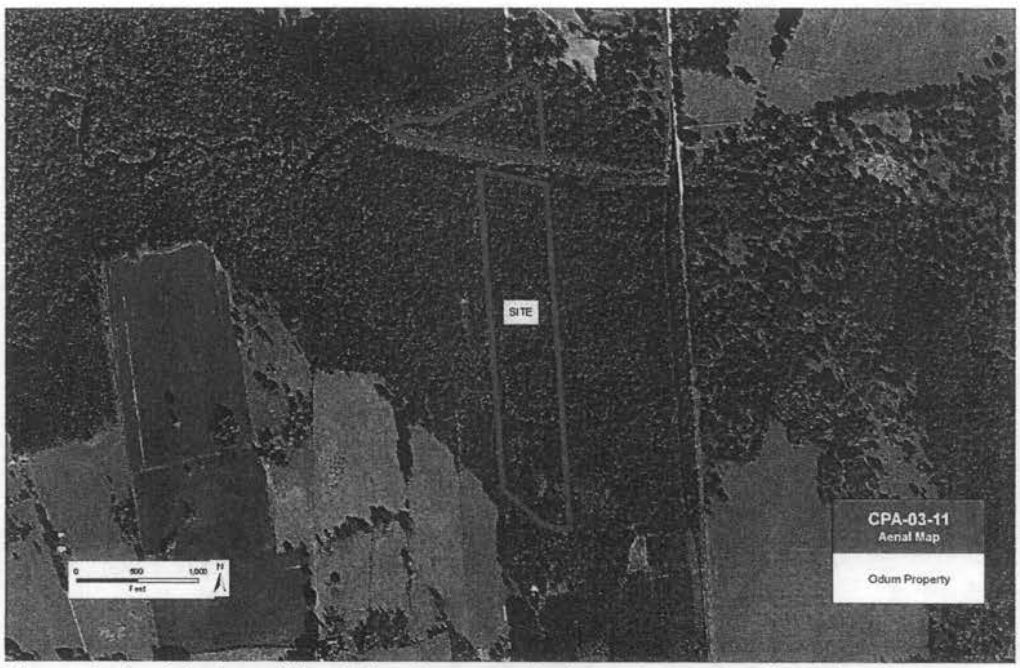


Figure 2. Aerial view of the Odum Preserve Project area outlined in red.

Robert L. Norton
Sr Planner 352 374 5249

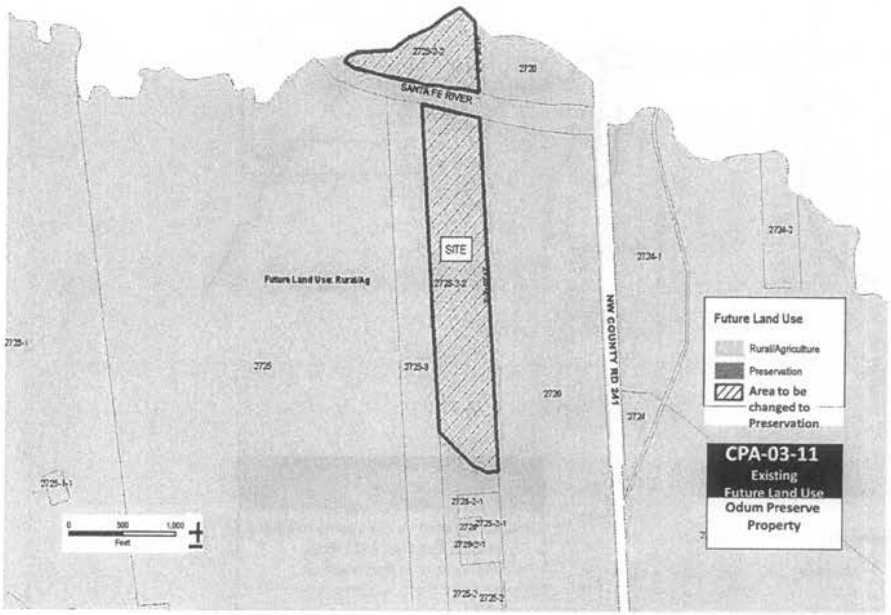


Figure 3. Existing Future Land Use showing Odum Preserve Project area in red hatching as Rural/Agriculture.

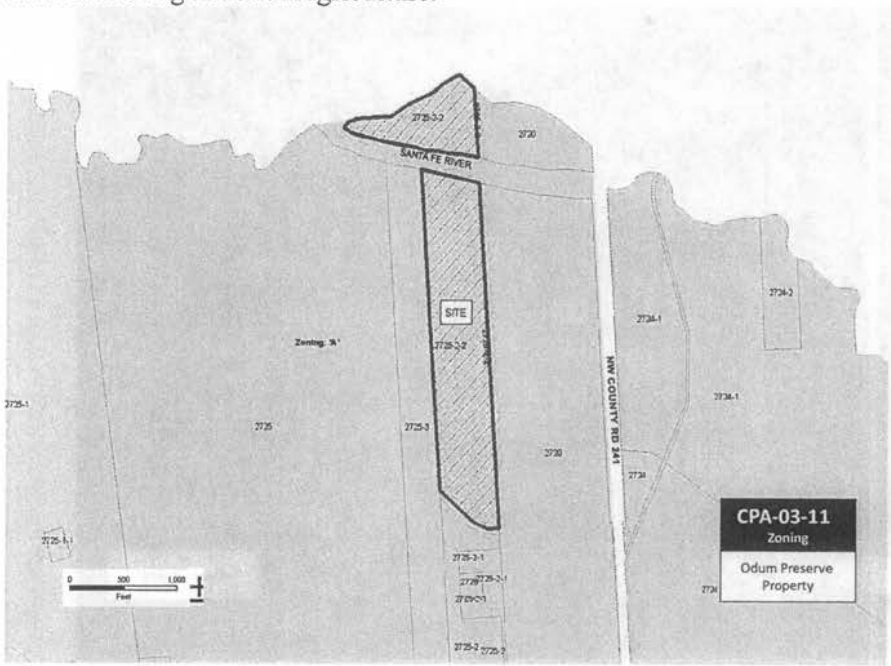


Figure 4. Existing Agriculture zoning use in the Odum Preserve Project area outlined in red hatching as Agriculture.

Robert L. Norton
Sr Planner 352 374 5249

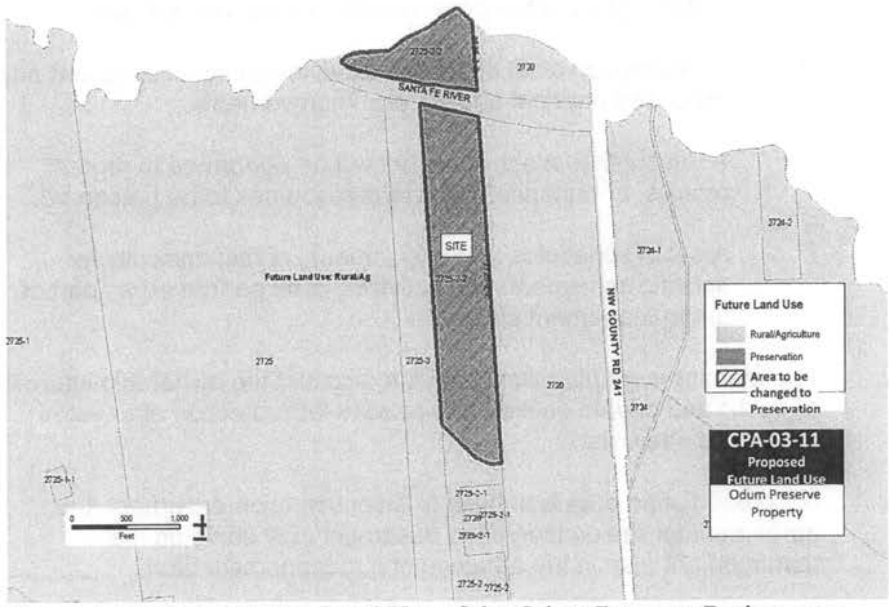


Figure 5. Proposed Future Land Use of the Odum Preserve Project area outlined in red hatching from Rural/Agriculture to Preservation.

Conservation and Open Space Element

3.2. PRESERVATION LAND USE CATEGORY

Objective 3.2:

A preservation land use category shall be established to recognize and protect natural resources within publicly owned lands in Alachua County.

Policy 3.2.1 Preservation areas shall consist of publicly owned lands, including lands owned and managed by non-profit conservation organizations, which are intended for use as natural reserves or managed conservation lands for the preservation of natural resources in perpetuity.

Policy 3.2.3 A management plan shall be developed for each preservation area by the responsible public agency, in accordance with the following:

1. The management plan shall include but is not limited to:

   a. Documents and maps that identify the location of areas and natural resources to be preserved, including any protective buffers.

b. An assessment of the existing quality and characteristics of the natural resources to be preserved and/or restored.

c. A description of the goals and objectives for each site.

d. A description of all proposed uses, including existing and any proposed physical and access improvements.

e. A description of activities that will be performed to protect, restore, or enhance the natural resources to be preserved.

f. A set of schedules and assignments of responsibility for specific implementation activities to be performed as part of the management plan.

2. The management plan shall take into account the ownership interests of public and private entities and provide for protection of private ownership interests.

3. If a preservation area is subject to a conservation easement, the agreement for the conservation easement may serve as the management plan in the absence of a management plan.

4. The land shall be subject to the conservation policies of the Comprehensive Plan that are applicable to the resources within those areas.

Consistency with the Comprehensive Plan: The Comprehensive Plan includes the Preservation Land Use for lands owned by public or non-profit agencies for the purpose of management for conservation, and the subject property is in public ownership. The Preservation designation is consistent with the Plan. The proposed map amendment provides for a Preservation land use category and long-term maintenance of natural systems in the County through acquisition and other appropriate management plan mechanisms consistent with the adopted Critical Ecological Corridors map (COSE Map 5.) established to protect natural resources.

Comprehensive Plan Definition:
Preservation Area/Land: An environmental land use category that consists of publicly owned lands which are intended for use as natural reserves or managed conservation lands for the preservation of natural resources. Preservation areas include lands owned in fee simple or less-than-fee simple title.

Preservation designations further require that a 660 foot buffer overlay Art 8. Ch 405.33(b)4 of the Land Development Regulations be considered on adjacent properties during any development proposal for those properties. The buffer overlay as displayed in the County's

GIS/GEOGM Mapper means that development activities within 660 feet of a Preservation land use will be subject to additional review with in general a minimum 100 foot setback depending on parcel size from development activity.

3.3. FUTURE LAND USE MAP

OBJECTIVE 3.3: Identify conservation and preservation areas on the Future Land Use Map.

Policy 3.3.1 The adopted Future Land Use Map shall identify wetlands, surface waters, wellfield protection areas, floodplains, soils, and preservation areas.

Comprehensive Plan Consistency: The proposed map amendment provides for identification of preservation areas on the Future Land Use Map.

4.10. STRATEGIC ECOSYSTEMS

OBJECTIVE 4.10: Protect, conserve, enhance, and manage the ecological integrity of strategic ecosystems in Alachua County.

Comprehensive Plan Consistency: The proposed map amendment provides for long-term maintenance of natural plant and animal systems and species diversity in critical areas of the County such as identified Strategic Ecosystems, in particular provides protection of habitat resources linked between the Critical Ecological Corridor (COSE Map 5.) and Suwannee River Water Management District.

6.0 LAND CONSERVATION PROGRAM

6.4 OTHER ACQUISITION PROGRAMS

OBJECTIVE 6.4: Coordinate with other programs for the acquisition and management of natural areas and open space for recreational, open space and conservation purposes.

Comprehensive Plan Consistency: The proposed map amendment provides for long-term maintenance of natural plant and animal systems and species diversity in critical areas of the County through acquisition by State agencies that provide critical corridor linkages and management of resources consistent with County programs including open space for recreation and conservation purposes.

Financial Impact on Housing Affordability: This map change from Rural/Agriculture to Preservation does not affect the financial impact on housing affordability.

Levels of Service: The Alachua County Comprehensive Plan Capital Improvement Element (CIE) requires that public facilities and services needed to support development be available concurrent with the impacts of development and that issuance of a Certificate of

Robert L. Norton
Sr Planner 352 374 5249

Level of Service Compliance (CLSC) be a condition of all development orders. Per Policy 1.2.4 of the CIE of the Comprehensive Plan, the following LOS Standards have been adopted for various types of public facilities.

Traffic: The current Future land use designation for these properties is Rural/Agriculture which category allows up to 1 per 5 ac. The proposed FLU designation of Preservation limits uses to conservation for preservation of natural resources, consistent with management plans for the property, therefore the new proposed designation would translate into reduction in potential impact from current land use designation as will be the case for **Mass Transit, Water and Sewer, Drainage, Solid Waste,** and **Public Schools.**

STAFF RECOMMENDATION: Adopt CPA-03-11 to designate publicly owned parcels as Preservation on the Future Land Use Map 2030.

Bases:

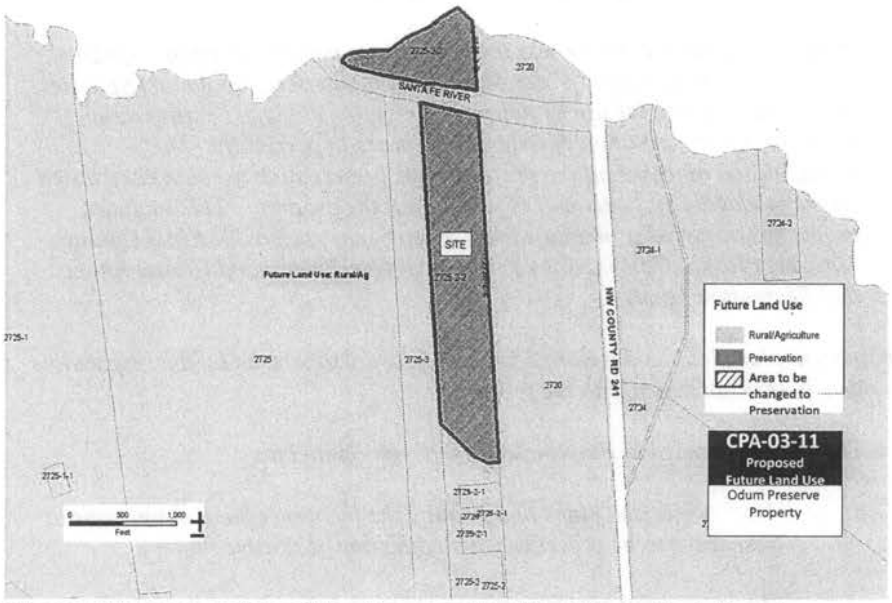
1. The designation of this publicly owned parcel, acquired for use as a natural resource and managed conservation land, would be consistent with COSE Objective 3.2 and related policies and the definition of Preservation Area/Land, i.e. "intended for use as natural reserves or managed conservation lands for the preservation of natural resources."

Attachments 'A'

Application CPA-03-11 (Large Scale Map Amendment) Request Initiated by the County to amend Future Land Use Map 2030 from Rural/Agriculture to Preservation for tax parcel # 02725-002-00.

ALACHUA COUNTY
Office of Planning and Development Staff Report
Application Number CPA 03-11

Robert L. Norton
Sr Planner 352 374 5249



Change Future Land Use Map for parcel outlined in red hatching from Rural/Agriculture to Preservation.

Exhibit 1. Referenced Comp Plan Policies

Conservation and Open Space Element

1.1. CONSERVATION STRATEGIES

OBJECTIVE 1.1 Embrace multiple, diverse strategies for the conservation of natural systems in Alachua County.

Policy 1.1.1 The County shall promote the long-term maintenance of natural systems through a comprehensive approach that involves education, public participation, regulations, incentives, acquisition, intergovernmental coordination, and other appropriate mechanisms.

3.2. PRESERVATION LAND USE CATEGORY

OBJECTIVE 3.2: A preservation land use category shall be established to recognize and protect natural resources within publicly owned lands in Alachua County.

Policy 3.2.1 Preservation areas shall consist of publicly owned lands, including lands owned and managed by non-profit conservation organizations, which are intended for use as natural reserves or managed conservation lands for the preservation of natural resources in perpetuity.

Robert L. Norton
Sr Planner 352 374 5249

Policy 3.2.2 *Preservation areas shall include but are not limited to:*

. . . .

1. Property acquired in fee or less than fee simple for preservation by federal, state, and local agencies, Water Management Districts, local municipalities, or Alachua County for use as natural reserves or managed conservation lands for the preservation of natural resources in perpetuity. The identification of less-than-fee properties as preservation areas will be based on the management goals and objectives for the property. This includes properties acquired or managed under programs such as Alachua County Forever, Florida Communities Trust, Save-Our-Rivers, and Conservation and Recreation Lands.

Policy 3.2.3 *A management plan shall be developed for each preservation area by the responsible public agency, in accordance with the following:*

1. The management plan shall include but is not limited to:

c. Documents and maps that identify the location of areas and natural resources to be preserved, including any protective buffers.

d. An assessment of the existing quality and characteristics of the natural resources to be preserved and/or restored.

a. A description of the goals and objectives for each site.

b. A description of all proposed uses, including existing and any proposed physical and access improvements.

a. A description of activities that will be performed to protect, restore, or enhance the natural resources to be preserved.

b. A set of schedules and assignments of responsibility for specific implementation activities to be performed as part of the management plan.

2. The management plan shall take into account the ownership interests of public and private entities and provide for protection of private ownership interests.

3. If a preservation area is subject to a conservation easement, the agreement for the conservation easement may serve as the management plan in the absence of a management plan.

4. The land shall be subject to the conservation policies of the Comprehensive Plan that are applicable to the resources within those areas.

Robert L. Norton
Sr Planner 352 374 5249

3.3. FUTURE LAND USE MAP

OBJECTIVE 3.3: Identify conservation and preservation areas on the Future Land Use Map.

Policy 3.3.1 The adopted Future Land Use Map shall identify wetlands, surface waters, wellfield protection areas, floodplains, soils, and preservation areas.

4.0 NATURAL RESOURCES

4.9 BIODIVERSITY

OBJECTIVE 4.9: Maintain and enhance plant and animal species diversity and distribution within Alachua County by protecting significant plant and wildlife habitats, providing for habitat corridors, and preventing habitat fragmentation.

Policy 4.9.1 A critical portion of each significant plant and wildlife habitat type in Alachua County shall be protected. Protection shall be accomplished using all available methods, including land acquisition, incentives and requirements for the provision of conservation or preservation areas, habitat corridors, greenways, and common open space.

4.10. STRATEGIC ECOSYSTEMS

OBJECTIVE 4.10: Protect, conserve, enhance, and manage the ecological integrity of strategic ecosystems in Alachua County.

6.0 LAND CONSERVATION PROGRAM

6.5 OTHER ACQUISITION PROGRAMS

OBJECTIVE 6.4: Coordinate with other programs for the acquisition and management of natural areas and open space for recreational, open space and conservation purposes.

Exhibit 2. Staff and Agency Recommendations

Robert L. Norton
Sr Planner 352 374 5249

Environmental Protection Department: The Environmental Protection Department supports this application to amend the Future Land Use Map from Rural/ Agriculture to Preservation.

Public Works Department: The Public Works Department has no comments or concerns in regards to this request.

Fire/Rescue Services Department: The department has no comments or concerns with regard to this request.

28c

STATE OF FLORIDA

DEPARTMENT OF COMMUNITY AFFAIRS

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Governor

BILLY BUZZETT
Secretary

RECEIVED
DEC-10-11
AC Growth Mgt.

June 9, 2011

The Honorable Lee Pinkoson
Chairman, Alachua County Commission
Board of County Commissioners
Post Office Box 2877
Gainesville, Florida 32602-2877

Dear Chairman Pinkoson:

The State Land Planning Agency (the Agency) has completed its review of the proposed comprehensive plan amendment for Alachua County (Amendment No. 11-2) which was received on May 10, 2011. We have reviewed the proposed amendment pursuant to Sections 163.3184(2) and (3), Florida Statutes (F.S.), and identified no comments related to important state resources and facilities that will be adversely impacted by the amendment if it is adopted.

The County is reminded that pursuant to Section 163.3184(3)(b), F.S., other reviewing agencies have the authority to provide comments directly to the County regarding these proposed amendments. These reviewing agency comments could form the basis for a challenge by this Agency.

If other reviewing agencies provide comments, we recommend that the County consider appropriate changes to the amendment based on those comments. If unresolved, such comments may form the basis for a challenge to the amendment after adoption. The County should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. Also, if the second public hearing is not held within 180 days of your receipt of the agency comments, and the timeframe is not extended by agreement, Section 163.3184(3)(c)1, Florida Statutes, provides that the amendment will be deemed withdrawn. For your assistance, we have attached procedures for adoption and transmittal of the comprehensive plan amendment.

2555 SHUMARD OAK BOULEVARD ♦ TALLAHASSEE, FL 32399-2100
850-488-8466 (p) ♦ 850-921-0781 (f) ♦ Website: www.dca.state.fl.us

♦ COMMUNITY PLANNING 850-488-2356 (p) 850-488-3309 (f) ♦ FLORIDA COMMUNITIES TRUST 850-922-2207 (p) 850-921-1747 (f) ♦
♦ HOUSING AND COMMUNITY DEVELOPMENT 850-488-7956 (p) 850-922-5623 (f) ♦

If you have any questions, please call Mark Yelland, AICP, Principal Planner, at (850) 922-1790, or by email at mark.yelland@dca.state.fl.us.

Sincerely,

Anastasia Richmond
Regional Planning Administrator

AR/myp

cc: Steven Lachnicht, AICP, Director, Alachua County Growth Management
Scott Koons, AICP, Executive Director, North Central Florida Regional Planning Council

OFFICE OF THE COMMISSIONER
(850) 488-3022

THE CAPITOL
400 SOUTH MONROE STREET
TALLAHASSEE, FLORIDA 32399-0800

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
COMMISSIONER ADAM H. PUTNAM

June 9, 2011

Alachua County, Department of Growth Management
Mr. Steven Lachnicht, AICP
Director of Growth Management
10 S.W. 2nd Ave., 3rd Floor
Gainesville, FL 32601-6294

Re: DACS Docket # --20110519-003-Alachua
Alachua County – Proposed Comprehensive Plan Amendment
Submission dated May 19, 2011

Dear Mr. Lachnicht:

The Florida Department of Agriculture and Consumer Services (the "Department") has reviewed the above-referenced proposed comprehensive plan amendment pursuant to the provisions of Chapter 163, Florida Statutes to address any potential adverse impacts to important state resources or facilities related to agricultural, aquacultural, or forestry resources in Florida if the proposed amendment(s) are adopted. Based on our review of your county's submission, the Department has no comment on the proposal.

If we may be of further assistance, please do not hesitate to contact me at 850-410-2291.

Sincerely,

Clay Martin
Senior Policy Analyst
Office of Policy and Budget

cc: Florida Department of Community Affairs

FLORIDA DEPARTMENT OF EDUCATION

STATE BOARD OF EDUCATION

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ROBERTO MARTÍNEZ, *Vice Chair*

Members

GARY CHARTRAND
DR. AKSHAY DESAI
MARK KAPLAN
JOHN R. PADGET

John L. Winn
Commissioner of Education

Just Read, Florida!

June 15, 2011

Mr. Steven Lachnicht, AICP
Director of Growth Management
Alachua County
10 S.W. 2nd Ave., 3rd Floor
Gainesville, Florida 32601-6294

Dear Mr. Lachnicht:

Re: Alachua County 11-2 (Expedited State Review)

Thank you for the opportunity to review the proposed Alachua County 11-2 amendment package, which the Florida Department of Education received on May 18, 2011. Because none of the amendments appears to affect public school capacities, facilities, or sites, I offer no comment on behalf of the department.

Again, thank you for the opportunity to review and comment.

Sincerely,

Tracy D. Suber
Educational Consultant-Growth Management Liaison

TDS/

cc: Mr. Terry Tougaw, Alachua County Public Schools
Ms. Valerie James, DCA

THOMAS H. INSERRA
DIRECTOR, OFFICE OF EDUCATIONAL FACILITIES

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Application CPA-03-11
(Large Scale Map Amendment)

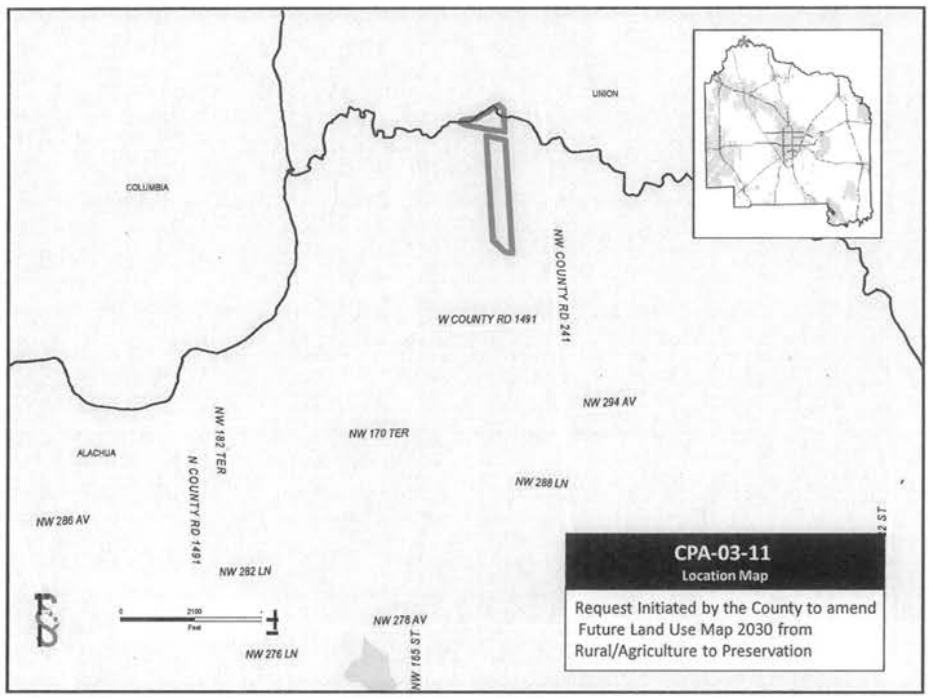
A request initiated by the County to amend Future Land Use Map 2030 from Rural/ Agriculture to Preservation for tax parcel # 02725-002-002 on approximately 47 acres owned by Alachua County Board of County Commissioners, and generally located in northwestern Alachua County 0.2 miles west of CR 241, north of CR 1491 having 0.25 mile frontage on the Santa Fe River, and 7 miles northeast of High Springs.

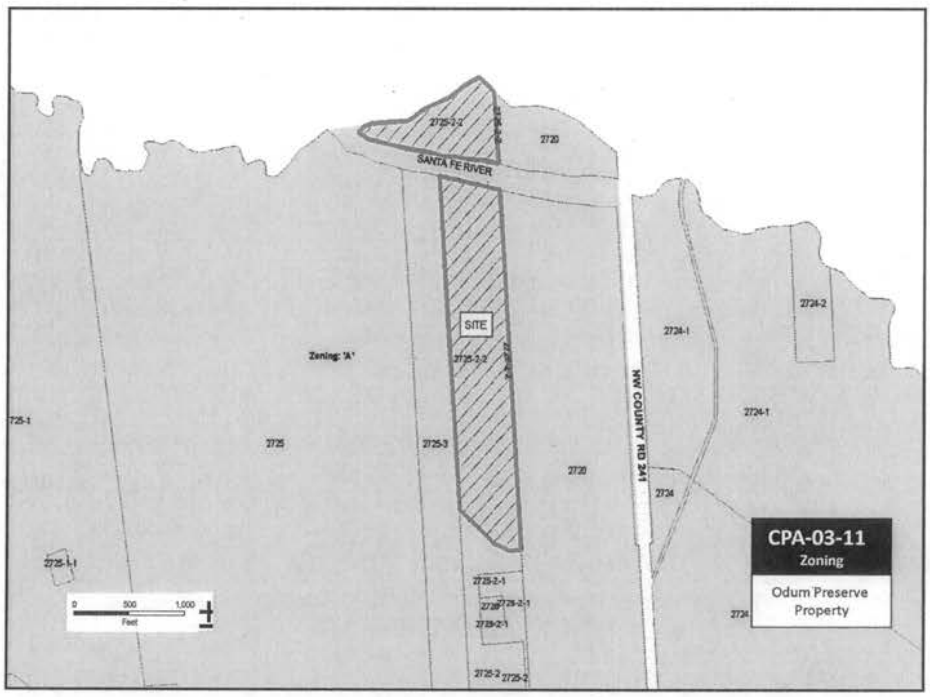
Application CPA-03-11

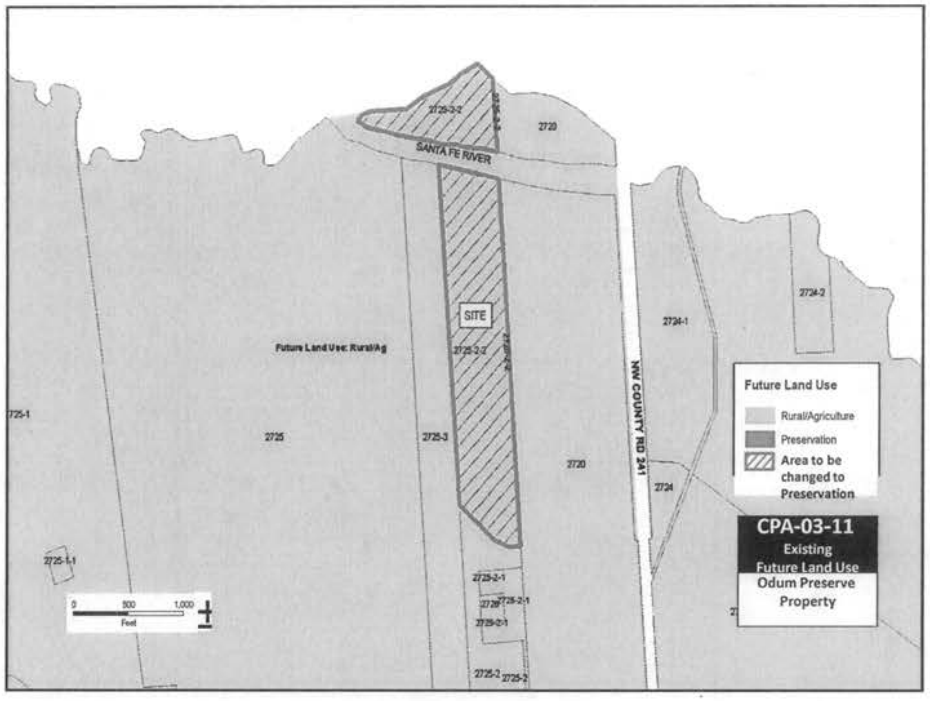
Process

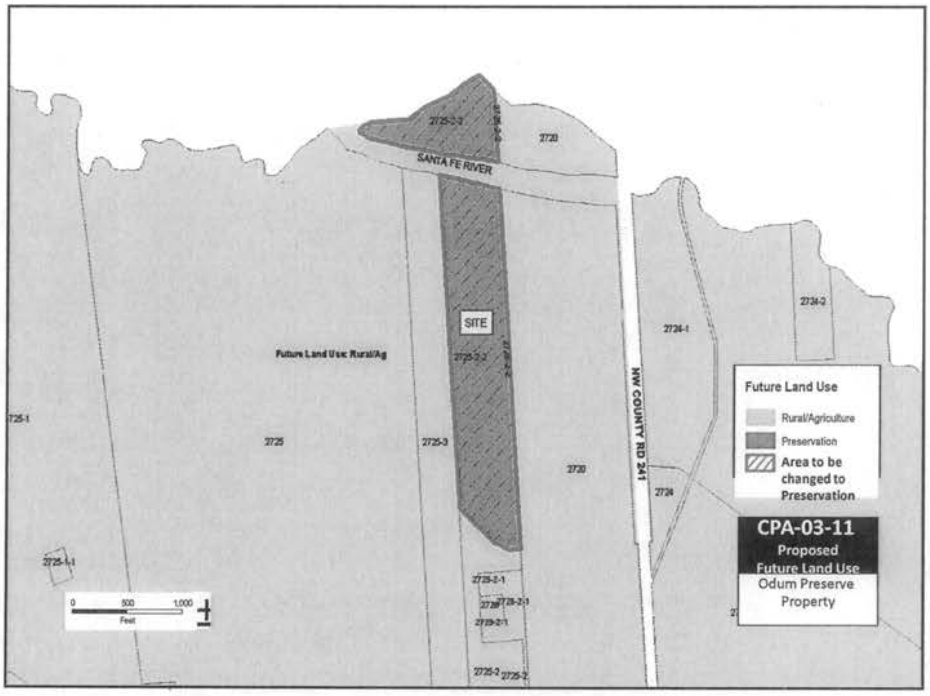
- **LPA Hearing Date: April 20, 2011**
- **BoCC Transmittal Hearing Date: May 10, 2011**

The reviewing agencies identified in Section 163.3184(1)(c), F.S. reviewed the proposed comprehensive plan amendment pursuant to Sections 163.3184(3)(b)2, 3, and 4, F.S., and letters were received by the County from the State Land Planning Agency, the Department of Agriculture and Consumer Services, and the Florida Department of Education by June 15, 2011, which had no comments on amendment CPA 06-11; and, pursuant to Section 163.3184(3)(b)(c), the County is required to hold a public hearing on whether to adopt the comprehensive plan amendment within 180 days after receipt of agency comments.


UNION
COLUMBIA
NW COUNTY RD 241
W COUNTY RD 1491
NW 294 AV
NW 170 TER
NW 182 TER
ALACHUA
N COUNTY RD 1491
NW 288 LN
NW 286 AV
NW 282 LN
NW 278 AV
NW 276 LN
NW 165 ST
CPA-03-11
Location Map
Request Initiated by the County to amend Future Land Use Map 2030 from Rural/Agriculture to Preservation


SANTA FE RIVER
SITE
Zoning: 'A'
NW COUNTY RD 241
2725-1-2
2720
2724-2
2724-1
2725-1
2725
2725-3
2725-2-2
2725-2-1
2725-1-1
CPA-03-11
Zoning
Odum Preserve Property


SANTA FE RIVER
SITE
Future Land Use: Rural/Ag
NW COUNTY RD 241
2725-3-2
2720
2724-2
2724-1
2725-1
2725
2725-3
2724
2725-1-1
2725-2-1
2725-2
0 500 1,000
Feet
Future Land Use
Rural/Agriculture
Preservation
Area to be changed to Preservation
CPA-03-11
Existing Future Land Use
Odum Preserve Property


SANTA FE RIVER
SITE
Future Land Use: Rural/Ag
NW COUNTY RD 241
2725-3-2
2720
2724-2
2724-1
2725-1
2725
2725-3
2724
2725-1-1
2725-2-1
2725-2
0 500 1,000
Feet
Future Land Use
Rural/Agriculture
Preservation
Area to be changed to Preservation
CPA-03-11
Proposed Future Land Use
Odum Preserve Property

CPA 03-11 Odum Preserve



View from CR 1491 to access of project area

Application CPA-03-11
(Large Scale Map Amendment)

STAFF RECOMMENDATION:

Adopt CPA-03-11 to designate publicly owned parcel # 02725-002-002 as Preservation on the Future Land Use Map 2030.

Bases:

a. The designation of this publicly owned parcel, acquired for use as a natural resource and managed conservation land, would be consistent with COSE Objective 3.2 and related policies and the definition of Preservation Area/Land, i.e. "intended for use as natural reserves or managed conservation lands for the preservation of natural resources."

September 27, 2011 Regular BoCC Meeting
Agenda Item #26

Title
Application CPA 04 11 to amend County Comprehensive Plan Future Land Use Map 2030 from Rural Agriculture to Preservation (Amended)

Amount
N/A

Description
Request adoption of County initiated application CPA 04 11 to amend Future Land Use Map 2030 to designate county owned property from RuralAgriculture to Preservation on a parcel in Northeast Alachua County at intersection of CR 225 and CR 1475.

Recommendation
Adopt CPA 04 11 to designate publicly owned parcel as Preservation on the Future Land Use Map 2030.

Alternative(s)
Do not approve for adoption CPA 04 11 publicly owned parcel as Preservation on the Future Land Use Map 2030.

Requested By
Robert L. Norton Senior Planner 352 374 5249

Originating Department
Department of Growth Management

Attachment(s) Description
Staff report CPA 04 11; Presentation; Letters from reviewing agencies; Ordinance 11 xx

Documents Requiring Action
CPA 04 11 to designate publicly owned property as Preservation on the Future Land Use Map 2030.

Executive Summary
This is an amendment to the Future Land Use Map 2030 to designate a parcel acquired by Alachua County Forever as Preservation consistent with the County's Comprehensive Plan criteria for designating land as Preservation.

Background
The Alachua County Forever Program was approved by Alachua County voters in November of 2000, to acquire, improve and manage environmentally significant lands in Alachua County, to protect water resources, wildlife habitats and natural areas suitable for resource-based recreation. The approximately 242 acre property lies within the Northeast Flatwoods, Alachua County Forever or ACF Project area. It is located in northeast Alachua County, approxiimately four miles northwest of Waldo at the intersection of CR 225 and CR1475. The Northeast Flatwoods project area is also included in the Alachua County Ecological Inventory Project or KBN Study, and classified as slightly above average in the KBN study project. On May 10, 2011, the Board of County Commissioners approved transmittal of this amendment to the Alachua County Future Land Use Map 2030 to indicate a change in land use from Rural Agriculture to Preservation when owned or managed by a public entity or non-profit agency for the purposes of conservation to be consistent with the definition of Preservation in the Comprehensive Plan. The reviewing agencies identified in Section 163.3184(1)(c), F.S. reviewed the proposed comprehensive plan amendment pursuant to Sections 163.3184(3)(b)2, 3, and 4, F.S., and letters were received by the County from the State Land Planning Agency, the

Department of Agriculture and Consumer Services, and the Florida Department of Education by June 15, 2011, which had no comments on amendment CPA 04-11; and, pursuant to Section 163.3184(3)(b)(c), the County is required to hold a public hearing on whether to adopt the comprehensive plan amendment within 180 days after receipt of agency comments.

Issues
Should the County amend the Future Land Use Map 2030 to designate properties as Preservation which are owned by Alachua County Forever ?

Fiscal Recommendation
Not applicable

Fiscal Alternative(s)
Not applicable

Funding Sources
N/A

Account Code(s)
N/A

Attachment: DCA Letter 6 9 11Amend ESR 11 2.pdf
Attachment: ORD 11_ Northeast Flatwoods.pdf
Attachment: FDOE Letter 6 15 11 Amend ESR 11 2.pdf
Attachment: Application CPA 04 11.pptx
Attachment: CPA 04 2011_ NE Flatwoods Preserve.pdf
Attachment: FDACS Letter 6 9 11 Amend ESR 11 2.pdf

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS

ORDINANCE 11-11

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, AMENDING THE ALACHUA COUNTY COMPREHENSIVE PLAN: 2011-2030, TO CHANGE THE DESIGNATION ON FUTURE LAND USE MAP 2030 FROM RURAL/AGRICULTURE TO PRESERVATION ON TAX PARCEL # 16893-000-000 ON APPROXIMATELY 242 ACRES GENERALLY LOCATED IN NORTHEAST ALACHUA COUNTY, PROVIDING FOR THE ORDINANCE TO BE LIBERALLY CONSTRUED; PROVIDING A REPEALING CLAUSE; PROVIDING FOR SEVERABILITY, PROVIDING AN EFFECTIVE DATE.

WHEREAS, The Community Planning Act (Section 163.3161, et. seq., Florida Statutes) requires that each local government prepare and adopt a comprehensive plan; and

WHEREAS, Section 163.3184(11)(a), Florida Statutes, requires that any amendment to the Comprehensive Plan or any element or portion thereof be made by ordinance; and,

WHEREAS, the Board of County Commissioners of Alachua County, Florida, wishes to make an amendment to the Alachua County Comprehensive Plan 2011-2030 to change the Future Land Use Map 2030 designation of approximately 242 acres from 'Rural/Agriculture' to 'Preservation'; and,

WHEREAS, duly advertised public hearings were conducted on April 20, 2011 after 5:00 p.m. by the Alachua County Planning Commission, acting as the Local Planning Agency (LPA) and the LPA provided its recommendation to the Board of County Commissioners; and,

WHEREAS, the Board of County Commissioners considered the recommendations of the LPA at a duly advertised public hearing held on May 10, 2011 after 5:00 p.m. and approved this plan amendment for transmittal, as provided in Section 163.3184(3)(b)1., Florida Statutes, to the State Land Planning Agency, other reviewing agencies as defined in Section 163.3184(1)(c), Florida Statutes, and other local governments for review and comment; and,

WHEREAS, pursuant to Section 163.3184(3)(b)2., Florida Statutes, the reviewing agencies and local governments must transmit their comments to the County such that they are received no later than 30 days from the date on which the reviewing agency or local government received the amendment; and

WHEREAS, the reviewing agencies identified in Section 163.3184(1)(c), F.S. reviewed the proposed comprehensive plan amendment pursuant to Sections 163.3184(3)(b)2, 3, and 4, F.S., and letters were received by the County from the State Land Planning Agency, the Department of Agriculture and Consumer Services, and the Florida Department of Education by June 15, 2011, which had no comments on amendment CPA 04-11 ; and,

WHEREAS, pursuant to Section 163.3184(3)(b)(c), the County is required to hold a public hearing on whether to adopt the comprehensive plan amendment within 180 days after receipt of agency comments; and,

WHEREAS, the Board of County Commissioners finds CPA 04-11 to be in compliance with Chapter 163, Part II of the Florida Statutes; and,

WHEREAS, at the September 27, 2011 public hearing, the Board of County Commissioners provided for and received public participation and adopted the amendment, as embodied in Section 1 below; and,

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

SECTION 1. **Map Amendment.** That the Future Land Use Map 2030 of the Alachua County Comprehensive Plan 2011-2030, is hereby amended to change the future land use designation on Tax parcel 16893-000-000 on approximately 242 acres from 'Rural/Agriculture' to 'Preservation' as shown on Attachment "A", (map) attached and incorporated herein as a part thereof.

SECTION 2. **Ordinance to be Liberally Construed.** This ordinance shall be liberally construed in order to effectively carry out the purposes hereof which are

deemed to be in the best interest of the public health, safety and welfare of the citizens and residents of Alachua County, Florida.

SECTION 3. **Repealing Clause.** All ordinances or parts of ordinances in conflict herewith are, to the extent of the conflict, hereby repealed.

SECTION 4. **Severability.** It is the declared intent of the Board of County Commissioners that, if any section, sentence, clause, phrase or provision of this ordinance is held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be so construed as to render invalid or unconstitutional the remaining provisions of this ordinance and the remainder of this ordinance after the exclusion of such part or parts shall be deemed to be valid.

SECTION 5. **Effective Date**. This plan amendment shall become effective 31 days after the state land planning agency notifies the County that the plan amendment package is complete pursuant to Section 163.3184(3)(c)4, Florida Statutes. If the amendment is timely challenged pursuant to Section 163.3184(5), Florida Statutes, then it will become effective upon the state land planning agency or the Administration Commission entering a final order determining the adopted amendment to be in compliance.

Duly adopted in regular session, this day of 27 September, A.D., 2011.

BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair
Board of County Commissioners

ATTEST:

_____
J. K. Irby, Clerk

(SEAL)

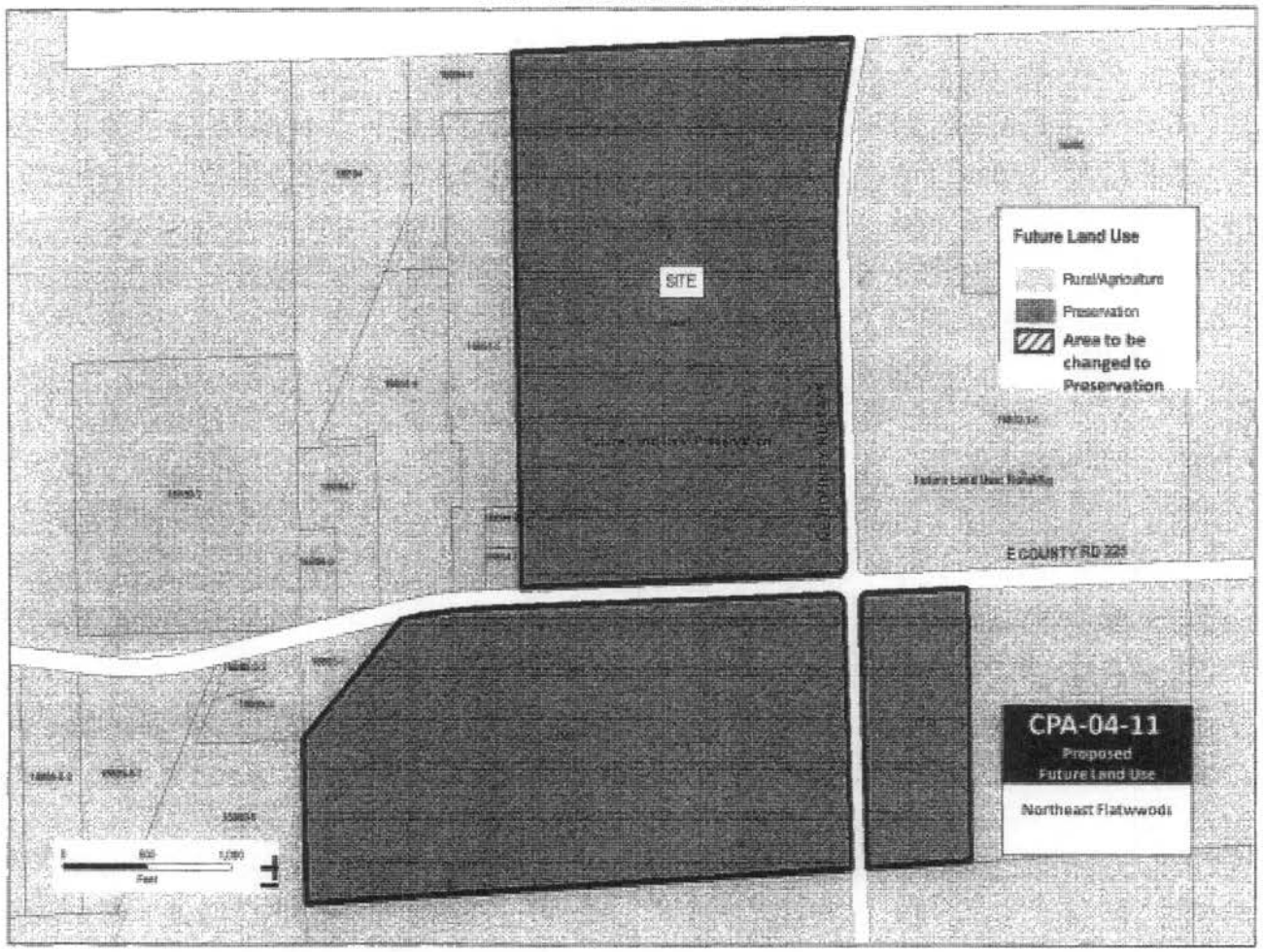
DEPARTMENT APPROVAL
AS TO CORRECTNESS:

_____
Director of Growth Management
or designee

APPROVED AS TO FORM:

_____
Alachua County Attorney

ATTACHMENT A



Change Future Land Use Map for parcels outlined in red hatching from Rural/Agriculture to Preservation.

STATE OF FLORIDA

DEPARTMENT OF COMMUNITY AFFAIRS

"Dedicated to making Florida a better place to call home"

RICK SCOTT
Governor

BILLY BUZZETT
Secretary

RECEIVED
06-10-11
AC Growth Mgt.

June 9, 2011

The Honorable Lee Pinkoson
Chairman, Alachua County Commission
Board of County Commissioners
Post Office Box 2877
Gainesville, Florida 32602-2877

Dear Chairman Pinkoson:

The State Land Planning Agency (the Agency) has completed its review of the proposed comprehensive plan amendment for Alachua County (Amendment No. 11-2) which was received on May 10, 2011. We have reviewed the proposed amendment pursuant to Sections 163.3184(2) and (3), Florida Statutes (F.S.), and identified no comments related to important state resources and facilities that will be adversely impacted by the amendment if it is adopted.

The County is reminded that pursuant to Section 163.3184(3)(b), F.S., other reviewing agencies have the authority to provide comments directly to the County regarding these proposed amendments. These reviewing agency comments could form the basis for a challenge by this Agency.

If other reviewing agencies provide comments, we recommend that the County consider appropriate changes to the amendment based on those comments. If unresolved, such comments may form the basis for a challenge to the amendment after adoption. The County should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. Also, if the second public hearing is not held within 180 days of your receipt of the agency comments, and the timeframe is not extended by agreement, Section 163.3184(3)(c)1, Florida Statutes, provides that the amendment will be deemed withdrawn. For your assistance, we have attached procedures for adoption and transmittal of the comprehensive plan amendment.

2555 SHUMARD OAK BOULEVARD ♦ TALLAHASSEE, FL 32399-2100
850-488-8466 (p) ♦ 850-921-0781 (f) ♦ Website: www.dca.state.fl.us
♦ COMMUNITY PLANNING 850-488-2356 (p) 850-488-3309 (f) ♦ FLORIDA COMMUNITIES TRUST 850-922-2207 (p) 850-921-1747 (f) ♦
♦ HOUSING AND COMMUNITY DEVELOPMENT 850-488-7956 (p) 850-922-5623 (f) ♦

If you have any questions, please call Mark Yelland, AICP, Principal Planner, at (850) 922-1790, or by email at mark.yelland@dca.state.fl.us.

Sincerely,

Anastasia Richmond
Regional Planning Administrator

AR/myp

cc: Steven Lachnicht, AICP, Director, Alachua County Growth Management
Scott Koons, AICP, Executive Director, North Central Florida Regional Planning Council

FLORIDA DEPARTMENT OF EDUCATION

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Just Read, Florida!

June 15, 2011

Mr. Steven Lachnicht, AICP
Director of Growth Management
Alachua County
10 S.W. 2nd Ave., 3rd Floor
Gainesville, Florida 32601-6294

Dear Mr. Lachnicht:

Re: Alachua County 11-2 (Expedited State Review)

Thank you for the opportunity to review the proposed Alachua County 11-2 amendment package, which the Florida Department of Education received on May 18, 2011. Because none of the amendments appears to affect public school capacities, facilities, or sites, I offer no comment on behalf of the department.

Again, thank you for the opportunity to review and comment.

Sincerely,

Tracy D. Suber
Educational Consultant-Growth Management Liaison

TDS/

cc: Mr. Terry Tougaw, Alachua County Public Schools
Ms. Valerie James, DCA

THOMAS H. INSERRA
DIRECTOR, OFFICE OF EDUCATIONAL FACILITIES

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TALLAHASSEE, FLORIDA 32399-0800

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

COMMISSIONER ADAM H. PUTNAM

June 9, 2011

Alachua County, Department of Growth Management
Mr. Steven Lachnicht, AICP
Director of Growth Management
10 S.W. 2nd Ave., 3rd Floor
Gainesville, FL 32601-6294

Re: DACS Docket # --20110519-003-Alachua
Alachua County – Proposed Comprehensive Plan Amendment
Submission dated May 19, 2011

Dear Mr. Lachnicht:

The Florida Department of Agriculture and Consumer Services (the "Department") has reviewed the above-referenced proposed comprehensive plan amendment pursuant to the provisions of Chapter 163, Florida Statutes to address any potential adverse impacts to important state resources or facilities related to agricultural, aquacultural, or forestry resources in Florida if the proposed amendment(s) are adopted. Based on our review of your county's submission, the Department has no comment on the proposal.

If we may be of further assistance, please do not hesitate to contact me at 850-410-2291.

Sincerely,

Clay Martin
Senior Policy Analyst
Office of Policy and Budget

cc: Florida Department of Community Affairs

ALACHUA COUNTY
Office of Planning and Development Staff Report
Application Number CPA 04-11

Robert L. Norton
Sr Planner 352 374 5249

Summary Page

Application Number: CPA-04-11	**LPA Hearing Date: April 20, 2011** **BoCC Transmittal Hearing Date: May 10, 2011** **BoCC Adoption Hearing: September 27, 2011**
Staff Contact:	**Robert L. Norton, Senior Planner** **352-374-5249**
SUBJECT:	**Application CPA-04-11 (Large Scale Map Amendment)** Request Initiated by the County to amend Future Land Use Map 2030 from Rural/Agriculture to Preservation for tax parcel 16893-000-000 on approximately 242 acres owned by Alachua County Board of County Commissioners, and generally located in northeast Alachua County, approximately four miles northwest of Waldo, at the intersection of County Roads 225 and 1475.
APPLICANT/AGENT:	**Alachua County**
PROPERTY OWNER:	**Alachua County Board of County Commissioners**
PARCEL INFORMATION:	**Located** generally located in northeast Alachua County, approximately four miles northwest of Waldo, at the intersection of County Roads 225 and 1475. The north boundary of the Preserve is defined by the Alachua – Bradford County Line. *Section-Township-Range:* **32-7-21** *Parcel #:* **16893-000-000** *Land Use:* **Rural/Agriculture** *Zoning:* **Agriculture** *Existing Land Use:* **Silviculture** *Acreage:* **242.01**
GENERAL LOCATION:	Generally located in northeast Alachua County, approximately four miles northwest of Waldo, at the intersection of County Roads 225 and 1475. The north boundary of the Preserve is defined by the Alachua – Bradford County Line.
STAFF RECOMMENDATION:	**Adopt Ordinance 11-xx, CPA-04-11**

ALACHUA COUNTY
Office of Planning and Development Staff Report
Application Number CPA 04-11

Robert L. Norton
Sr Planner 352 374 5249

LOCAL PLANNING AGENCY RECOMMENDATION: Approve for transmittal (5-0)

BOARD OF COUNTY COMMISSIONERS ACTION: Approve for transmittal (4-0)

BOARD OF COUNTY COMMISSIONERS ACTION: Adoption Hearing 9/27/2011 pending

Previous requests: N/A

Zoning Violation History: N/A

Chronology:

Application Submitted:	**March 4, 2011**
Report Released:	**March 25, 2011**
LPA Hearing:	**April 20, 2011**
BoCC Transmittal Hearing:	**May 10, 2011**
BoCC Adoption Hearing:	**September 27, 2011**

Analysis of request:

Background

NATURAL RESOURCES SUMMARY
Northeast Flatwoods Preserve contains five distinct upland and wetland natural communities, in addition to human-altered or disturbed communities. Mesic pine flatwoods is the dominant natural community type. Other natural communities present are basin swamp, dome swamp, depression marsh and upland mixed forest. The Preserve contains habitat recognized as typically suitable for 9 listed animal species, of which at least four have been observed on the site.

PREVIOUS USES
Neighbors to the Preserve have stated that the land within Northeast Flatwoods was formerly owned by the Eddy family, who utilized the pinelands for the production of turpentine. Prior to acquisition by the County, lands within the Preserve were used for timber production and hunting. No formal archaeological survey has occurred on the Preserve, and there are no documented archaeological sites within the Preserve.

RECREATION
Planned recreational features of the Northeast Flatwoods Preserve will focus on providing appropriate, natural resource-based recreational activities, and will include trails and trailside amenities to enhance the visitor experience. In addition, a collection of interpretive information will be compiled for the Preserve to educate visitors about the site's historical significance, ecological importance, and management objectives.

ALACHUA COUNTY
Office of Planning and Development Staff Report
Application Number CPA 04-11

Robert L. Norton
Sr Planner 352 374 5249

This project was placed on the Alachua County Registry of Protected Places established by referendum per ORD 8-16 by the BoCC on 6/14/2011.

Process

The reviewing agencies identified in Section 163.3184(1)(c), F.S. reviewed the proposed comprehensive plan amendment pursuant to Sections 163.3184(3)(b)2, 3, and 4, F.S., and letters were received by the County from the State Land Planning Agency, the Department of Agriculture and Consumer Services, and the Florida Department of Education by June 15, 2011, which had no comments on amendment CPA 04-11; and, pursuant to Section 163.3184(3)(b)(c), the County is required to hold a public hearing on whether to adopt the comprehensive plan amendment within 180 days after receipt of agency comments.

PURPOSE

The purpose of the Northeast Flatwoods Preserve project is to protect, preserve, and enhance the unique natural and cultural resources found on the property and to provide an enjoyable and educational passive recreational experience. The Preserve is located south of the Santa Fe River, and provides a critical connection for wildlife traveling between the river corridor and vast, undeveloped timber lands to the south. Northeast Flatwoods Preserve will be managed only for the conservation, protection and enhancement of natural resources, and for public outdoor recreation that is compatible with the conservation, protection and enhancement of the site. Management goals are aimed at improving the condition of natural communities on the site. Natural communities will be maintained and enhanced using management practices including but not limited to invasive exotic plant removal, prescribed fire, forest thinning, and re-vegetation.

PRIORTIZED MANAGEMENT ACTIVITIES

Maintain and enhance natural communities.

- Introduce prescribed fire to fire-dependent natural communities to manage fuel loads and to promote healthy functioning natural systems.
- Pursue restoration of degraded natural communities.
- Manage altered communities such that future restoration potential is enhanced or not degraded.
- Remove feral animals.
- Remove invasive exotic plants.

Monitor and document effects of management activities.

- Ensure that management activities do not harm listed species.

Inventory flora and fauna.

Protect water quality and soil resources.

Document, protect, and monitor cultural resources.

Provide opportunities for passive and educational recreational experiences.

- Develop a trailhead and parking area to provide access.
- Develop a network of trails.

- Develop interpretive materials.

Implement creative solutions to accomplish basic stewardship needs such as staffing, security and maintenance.

Adjacent and Surrounding Properties

Direction	FLU	Zoning	Current Use
North	Rural/Agriculture	Agriculture	Agriculture & Residential
East	Rural/Agriculture	Agriculture	Agriculture & Residential
South	Rural/Agriculture	Agriculture	Agriculture & Residential West
	Rural/Agriculture	Agriculture	Agriculture & Residential

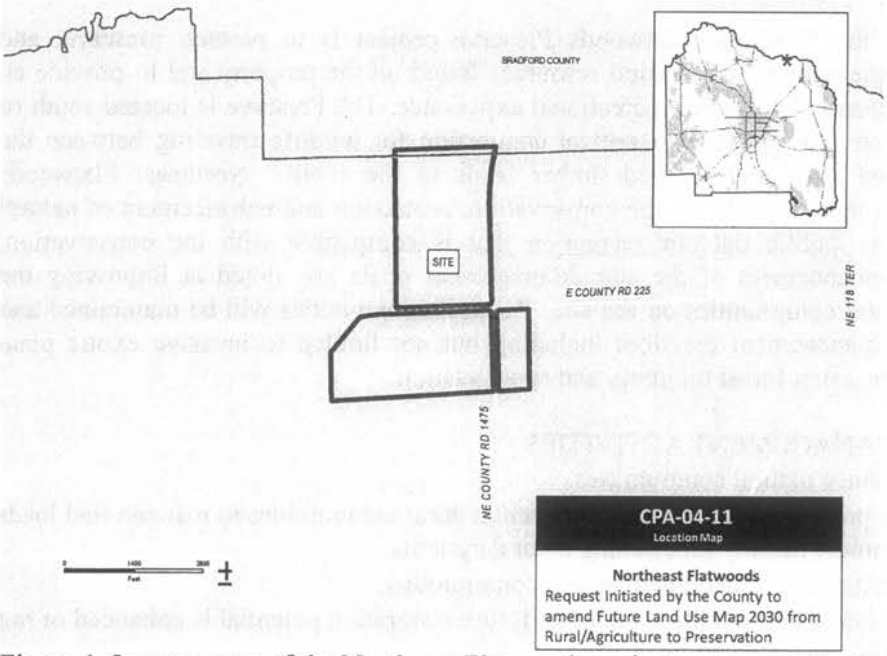


Figure 1. Locator map of the Northeast Flatwoods project area as outlined in red.

Robert L. Norton
Sr Planner 352 374 5249



Figure 2. Aerial view of the Northeast Flatwoods project area as outlined in red.



Figure 3. Existing Future Land Use showing Northeast Flatwoods Project area in red hatching as Rural/Agriculture.

Robert L. Norton
Sr Planner 352 374 5249



Figure 4. Existing zoning in the Northeast Flatwoods Project area outlined in red hatching as Agriculture.

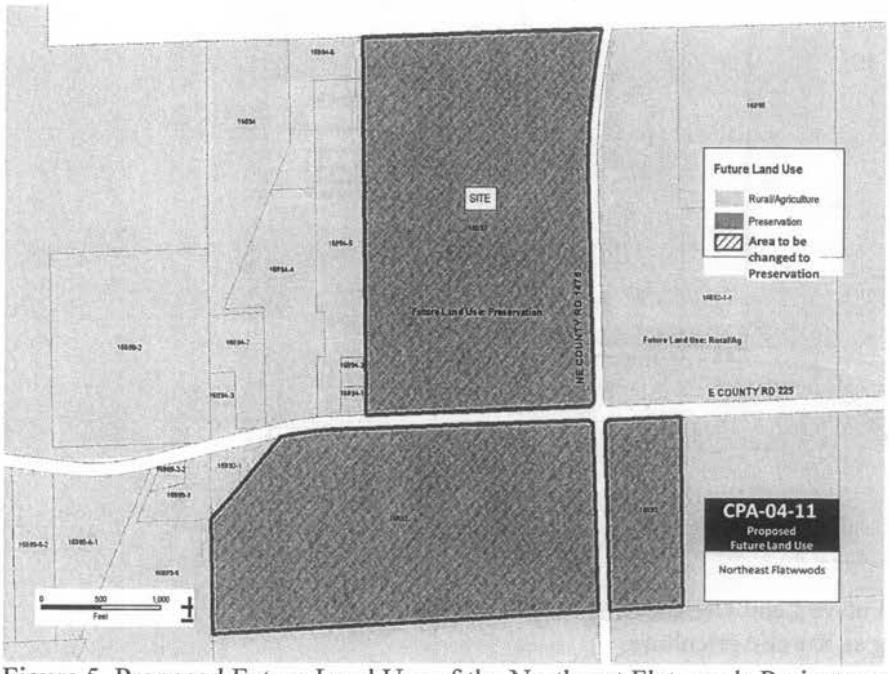


Figure 5. Proposed Future Land Use of the Northeast Flatwoods Project area from Rural/Agriculture to Preservation as outlined in red hatching.

Robert L. Norton
Sr Planner 352 374 5249

Conservation and Open Space Element

3.2. PRESERVATION LAND USE CATEGORY

Objective 3.2:

A preservation land use category shall be established to recognize and protect natural resources within publicly owned lands in Alachua County.

Policy 3.2.1 Preservation areas shall consist of publicly owned lands, including lands owned and managed by non-profit conservation organizations, which are intended for use as natural reserves or managed conservation lands for the preservation of natural resources in perpetuity.

Policy 3.2.3 A management plan shall be developed for each preservation area by the responsible public agency, in accordance with the following:

1. The management plan shall include but is not limited to:

   a. Documents and maps that identify the location of areas and natural resources to be preserved, including any protective buffers.

   b. An assessment of the existing quality and characteristics of the natural resources to be preserved and/or restored.

   c. A description of the goals and objectives for each site.

   d. A description of all proposed uses, including existing and any proposed physical and access improvements.

   e. A description of activities that will be performed to protect, restore, or enhance the natural resources to be preserved.

   f. A set of schedules and assignments of responsibility for specific implementation activities to be performed as part of the management plan.

2. The management plan shall take into account the ownership interests of public and private entities and provide for protection of private ownership interests.

3. If a preservation area is subject to a conservation easement, the agreement for the conservation easement may serve as the management plan in the absence of a management plan.

4. The land shall be subject to the conservation policies of the Comprehensive Plan that are applicable to the resources within those areas.

Consistency with the Comprehensive Plan: The Comprehensive Plan includes the Preservation Land Use for lands owned by public or non-profit agencies and managed by for the purposes of conservation, and the property is in public ownership. The Preservation designation is consistent with the Plan. The proposed map amendment provides for a Preservation land use category and long-term maintenance of natural systems in the County through acquisition and other appropriate management plan mechanisms consistent with the adopted Critical Ecological Corridors map (COSE Map 5.) established to protect natural resources.

Comprehensive Plan Definition:
Preservation Area/Land: An environmental land use category that consists of publicly owned lands which are intended for use as natural reserves or managed conservation lands for the preservation of natural resources. Preservation areas include lands owned in fee simple or less-than-fee simple title.

Preservation designations further require that a 660 foot buffer overlay Art 8. Ch 405.33(b)4 of the Land Development Regulations be considered on adjacent properties during any development proposal for those properties. The buffer overlay as displayed in the County's GIS/GEOGM Mapper means that development activities within 660 feet of a Preservation land use will be subject to additional review with in general a minimum 100 foot setback depending on parcel size from development activity.

3.3. FUTURE LAND USE MAP

OBJECTIVE 3.3: Identify conservation and preservation areas on the Future Land Use Map.

Policy 3.3.1 The adopted Future Land Use Map shall identify wetlands, surface waters, wellfield protection areas, floodplains, soils, and preservation areas.

Comprehensive Plan Consistency: The proposed map amendment provides for identification of preservation areas on the Critical Ecological Corridor and Future Land Use Maps.

4.10. STRATEGIC ECOSYSTEMS

OBJECTIVE 4.10: Protect, conserve, enhance, and manage the ecological integrity of strategic ecosystems in Alachua County.

Comprehensive Plan Consistency: The proposed map amendment provides for long-term maintenance of natural plant and animal systems and species diversity in critical areas of the County such as identified Strategic Ecosystems, in particular provides protection of habitat resources linked between the Critical Ecological Corridor (COSE Map5.) and Suwannee River Water Management District.

Robert L. Norton
Sr Planner 352 374 5249

6.0 LAND CONSERVATION PROGRAM

6.4 OTHER ACQUISITION PROGRAMS

OBJECTIVE 6.4: Coordinate with other programs for the acquisition and management of natural areas and open space for recreational, open space and conservation purposes.

Comprehensive Plan Consistency: The proposed map amendment provides for long-term maintenance of natural plant and animal systems and species diversity in critical areas of the County through acquisition by State agencies that provide critical corridor linkages and management of resources consistent with County programs including open space for recreation and conservation purposes.

Financial Impact on Housing Affordability: This map change from Rural/Agriculture to Preservation does not affect the financial impact on housing affordability.

Levels of Service: The Alachua County Comprehensive Plan Capital Improvement Element (CIE) requires that public facilities and services needed to support development be available concurrent with the impacts of development and that issuance of a Certificate of Level of Service Compliance (CLSC) be a condition of all development orders. Per Policy 1.2.4 of the CIE of the Comprehensive Plan, the following LOS Standards have been adopted for various types of public facilities.

Traffic: The current Future land use designation for these properties is Rural/Agriculture which category allows up to 1 per 5 ac. The proposed FLU designation of Preservation limits uses to conservation for preservation of natural resources, consistent with management plans for the property, therefore the new proposed designation would translate into reduction in potential impact from current land use designation as will be the case for **Mass Transit, Water and Sewer, Drainage, Solid Waste,** and **Public Schools.**

STAFF RECOMMENDATION: Adopt CPA-04-11 to designate publicly owned property as Preservation on the Future Land Use Map 2030.

Bases:

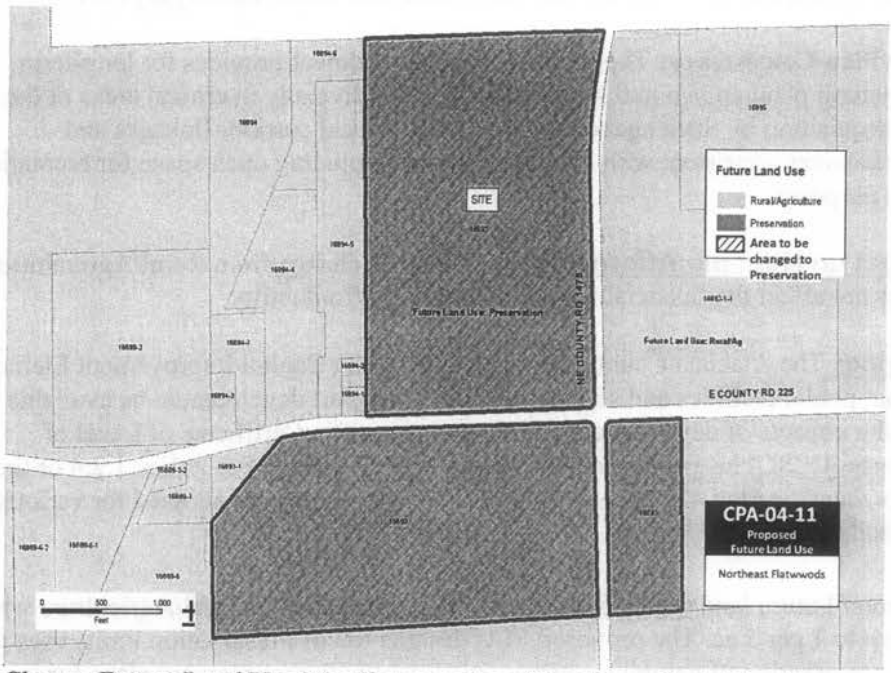
1. The designation of this publicly owned parcel, acquired for use as a natural resource and managed conservation land, would be consistent with COSE Objective 3.2 and related policies and the definition of Preservation Area/Land, i.e. "intended for use as natural reserves or managed conservation lands for the preservation of natural resources."

Attachments 'A'

ALACHUA COUNTY
Office of Planning and Development Staff Report
Application Number CPA 04-11

Robert L. Norton
Sr Planner 352 374 5249

Application CPA-04-11 (Large Scale Map Amendment) Request Initiated by the County to amend Future Land Use Map 2030 from Rural/Agriculture to Preservation for tax parcel #16893-000-00 on approximately 242 acres owned by Alachua County Board of County Commissioners, and generally located in northeast Alachua County, approximately four miles northwest of Waldo, at the intersection of County Roads 225 and 1475.



Change Future Land Use Map for parcels outlined in red hatching from Rural/Agriculture to Preservation.

Exhibit 1. Referenced Comp Plan Policies

Conservation and Open Space Element

1.1. CONSERVATION STRATEGIES

OBJECTIVE 1.1 *Embrace multiple, diverse strategies for the conservation of natural systems in Alachua County.*

Policy 1.1.1 *The County shall promote the long-term maintenance of natural systems through a comprehensive approach that involves education, public participation, regulations, incentives, acquisition, intergovernmental coordination, and other appropriate mechanisms.*

Robert L. Norton
Sr Planner 352 374 5249

3.2. PRESERVATION LAND USE CATEGORY

OBJECTIVE 3.2: A preservation land use category shall be established to recognize and protect natural resources within publicly owned lands in Alachua County.

Policy 3.2.1 Preservation areas shall consist of publicly owned lands, including lands owned and managed by non-profit conservation organizations, which are intended for use as natural reserves or managed conservation lands for the preservation of natural resources in perpetuity.

Policy 3.2.2 Preservation areas shall include but are not limited to:

. . . .

1. Property acquired in fee or less than fee simple for preservation by federal, state, and local agencies, Water Management Districts, local municipalities, or Alachua County for use as natural reserves or managed conservation lands for the preservation of natural resources in perpetuity. The identification of less-than-fee properties as preservation areas will be based on the management goals and objectives for the property. This includes properties acquired or managed under programs such as Alachua County Forever, Florida Communities Trust, Save-Our-Rivers, and Conservation and Recreation Lands.

Policy 3.2.3 A management plan shall be developed for each preservation area by the responsible public agency, in accordance with the following:

1. The management plan shall include but is not limited to:

c. Documents and maps that identify the location of areas and natural resources to be preserved, including any protective buffers.

d. An assessment of the existing quality and characteristics of the natural resources to be preserved and/or restored.

a. A description of the goals and objectives for each site.

b. A description of all proposed uses, including existing and any proposed physical and access improvements.

a. A description of activities that will be performed to protect, restore, or enhance the natural resources to be preserved.

b. A set of schedules and assignments of responsibility for specific implementation activities to be performed as part of the management plan.

2. The management plan shall take into account the ownership interests of public and private entities and provide for protection of private ownership interests.

3. If a preservation area is subject to a conservation easement, the agreement for the conservation easement may serve as the management plan in the absence of

a management plan.

4. *The land shall be subject to the conservation policies of the Comprehensive Plan that are applicable to the resources within those areas.*

3.3. FUTURE LAND USE MAP

OBJECTIVE 3.3: Identify conservation and preservation areas on the Future Land Use Map.

Policy 3.3.1 The adopted Future Land Use Map shall identify wetlands, surface waters, wellfield protection areas, floodplains, soils, and preservation areas.

4.0 NATURAL RESOURCES

4.9 BIODIVERSITY

OBJECTIVE 4.9: Maintain and enhance plant and animal species diversity and distribution within Alachua County by protecting significant plant and wildlife habitats, providing for habitat corridors, and preventing habitat fragmentation.

Policy 4.9.1 A critical portion of each significant plant and wildlife habitat type in Alachua County shall be protected. Protection shall be accomplished using all available methods, including land acquisition, incentives and requirements for the provision of conservation or preservation areas, habitat corridors, greenways, and common open space.

4.10. STRATEGIC ECOSYSTEMS

OBJECTIVE 4.10: Protect, conserve, enhance, and manage the ecological integrity of strategic ecosystems in Alachua County.

6.0 LAND CONSERVATION PROGRAM

6.5 OTHER ACQUISITION PROGRAMS

OBJECTIVE 6.4: Coordinate with other programs for the acquisition and management of natural areas and open space for recreational, open space and conservation purposes.

Exhibit 2. Staff and Agency Recommendations

Environmental Protection Department: The Environmental Protection Department supports this application to amend the Future Land Use Map 2030 from Rural/ Agriculture to Preservation.

Robert L. Norton
Sr Planner 352 374 5249

Public Works Department: The Public Works Department has no comments or concerns in regards to this request.

Fire/Rescue Services Department: The department has no comments or concerns with regard to this request.



Application CPA-04-11 (Large Scale Map Amendment)

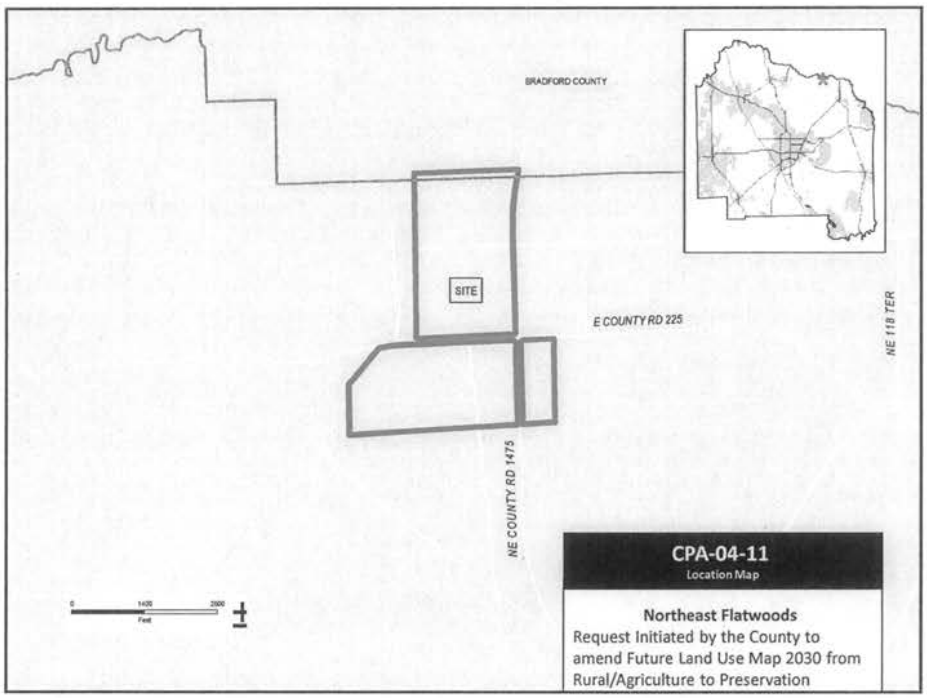
A request initiated by the County to amend Future Land Use Map 2030 from Rural/ Agriculture to Preservation for tax parcel # 16893-000-000 on approximately 242 acres owned by Alachua County Board of County Commissioners, and generally located in northeastern Alachua County, approximately 4 miles northwest of the City of Waldo at the intersection of CR 225 and CR 1475.

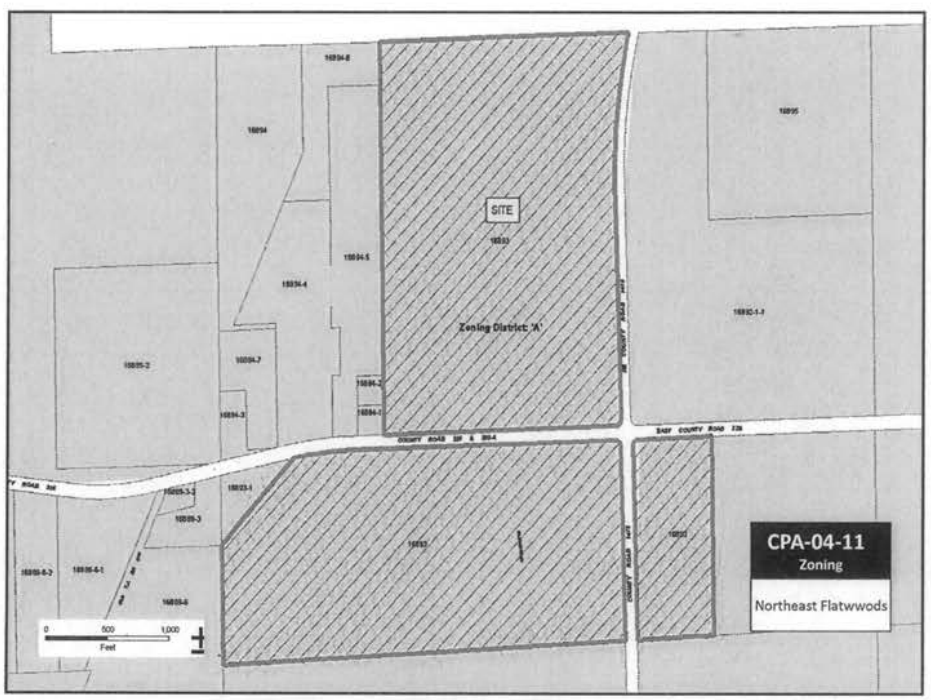
Application CPA-04-11

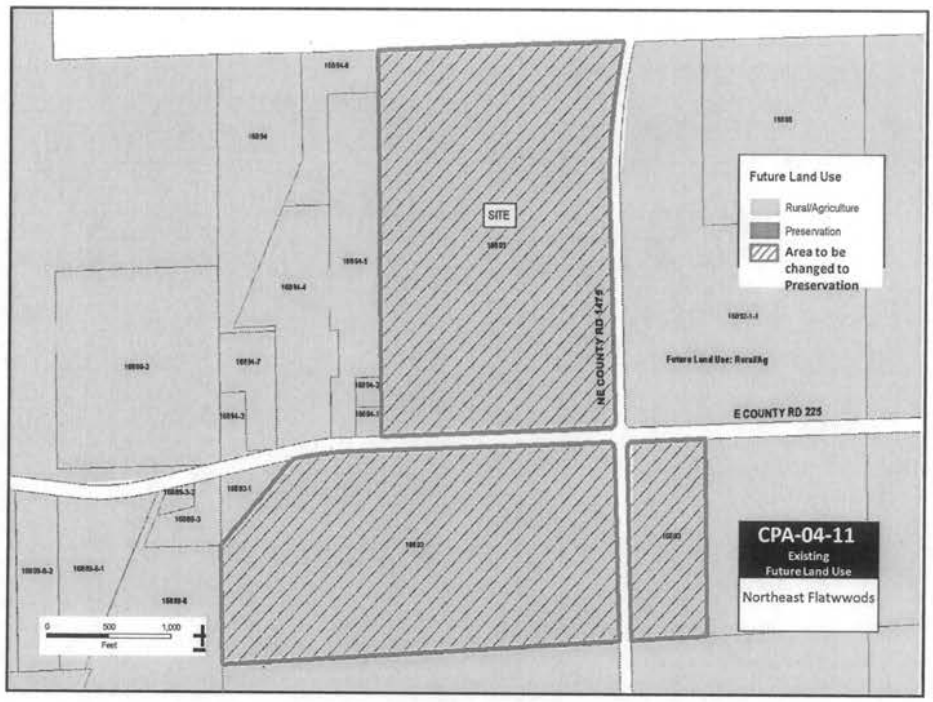
Process

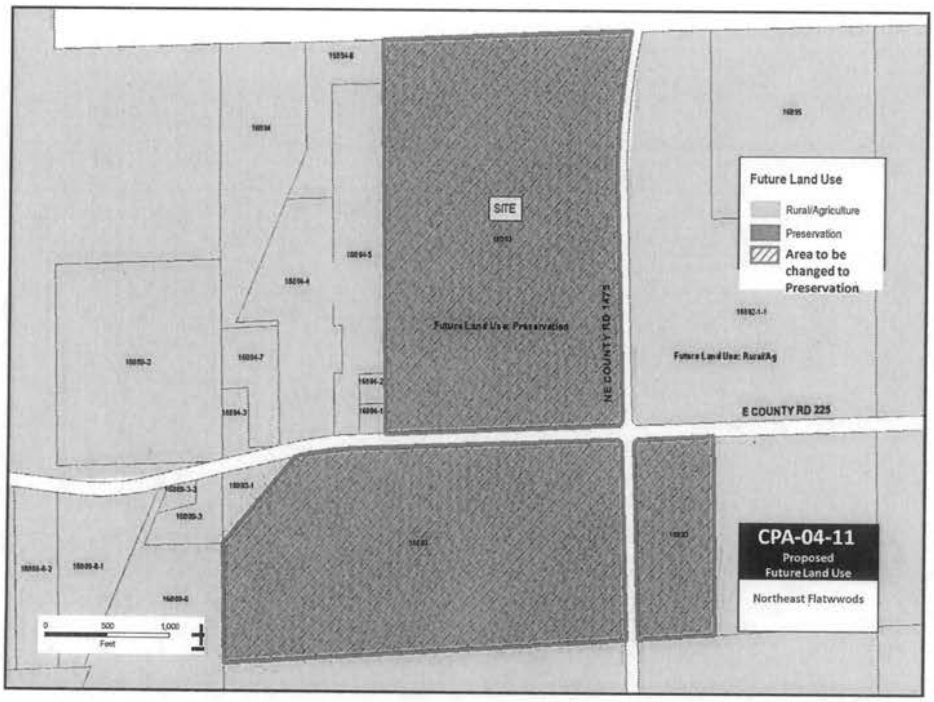
- **LPA Hearing Date: April 20, 2011**
- **BoCC Transmittal Hearing Date: May 10, 2011**

The reviewing agencies identified in Section 163.3184(1)(c), F.S. reviewed the proposed comprehensive plan amendment pursuant to Sections 163.3184(3)(b)2, 3, and 4, F.S., and letters were received by the County from the State Land Planning Agency, the Department of Agriculture and Consumer Services, and the Florida Department of Education by June 15, 2011, which had no comments on amendment CPA 06-11; and, pursuant to Section 163.3184(3)(b)(c), the County is required to hold a public hearing on whether to adopt the comprehensive plan amendment within 180 days after receipt of agency comments.


BRADFORD COUNTY
SITE
E COUNTY RD 225
NE 119 TER
NE COUNTY RD 1475
CPA-04-11
Location Map
Northeast Flatwoods
Request Initiated by the County to amend Future Land Use Map 2030 from Rural/Agriculture to Preservation


SITE
Zoning District 'A'
CPA-04-11
Zoning
Northeast Flatwwods


SITE
NE COUNTY RD 1475
E COUNTY RD 225
Future Land Use
Rural/Agriculture
Preservation
Area to be changed to Preservation
Future Land Use: Rural/Ag
CPA-04-11
Existing
Future Land Use
Northeast Flatwwods
0 500 1,000
Feet


SITE
NE COUNTY RD 1475
E COUNTY RD 225
Future Land Use
Rural/Agriculture
Preservation
Area to be changed to Preservation
Future Land Use: Preservation
Future Land Use: Rural/Ag
CPA-04-11
Proposed
Future Land Use
Northeast Flatwwods
0 500 1,000
Feet

CPA 04-11 Northeast Flatwoods



View looking west along CR 1475

Application CPA-04-11
(Large Scale Map Amendment)

STAFF RECOMMENDATION:

Adopt CPA-04-11 to designate publicly owned parcel # 16893-000-000 as Preservation on the Future Land Use Map 2030.

Bases:

a. The designation of this publicly owned parcel, acquired for use as a natural resource and managed conservation land, would be consistent with COSE Objective 3.2 and related policies and the definition of Preservation Area/Land, i.e. "intended for use as natural reserves or managed conservation lands for the preservation of natural resources."

September 27, 2011 Regular BoCC Meeting
Agenda Item #27

Title
Application CPA 05 11 to amend County Comprehensive Plan Future Land Use Map 2030 from Rural Agriculture to Preservation. (Amended)

Amount
N/A

Description
Request adoption of County initiated application CPA 05 11 to amend Future Land Use Map 2030 to designate property from Rural Agriculture to Preservation for parcels located in Northeast Alachua County adjacent to Lake Alto swamp and Lake Santa Fe via CR 1471.

Recommendation
Adopt CPA 05 11 to designate publicly owned parcel as Preservation on the Future Land Use Map 2030

Alternative(s)
Do not approve adoption of CPA 05 11 publicly owned land identified as Preservation on the Future Land USe Map 2030.

Requested By
Robert L. Norton Senior Planner 352 374 5249

Originating Department
Department of Growth Management

Attachment(s) Description
Staff repot CPA 05 11; Presentation; Letter from review agencies; Ordinance 11 xx

Documents Requiring Action
Ordinance 11 xx (CPA 05 11) to designate publicly owned property as Preservation on the Future Land Use Map 2030

Executive Summary
This is an amendment to the Future Land Use Map 2030 to designate parcels acquired by Alachua County Forever as Preservation consistent with the County's Comprehensive Plan criteria for designating land as Preservation.

Background
The Alachua County Forever Program was approved by Alachua County voters in November of 2000, to acquire, improve and manage environmentally significant lands in Alachua County, to protect water resources, wildlife habitats and natural areas suitable for resource-based recreation. The approximately 662 acre Lake Alto Preserve properties lie in two parts of the project area in northeast Alachua County along CR 1471 between Lake Alto and Lake Santa Fe adjacent to Lake Alto. The Lake Alto Preserve properties are also included in and adjacent to the Lake Alto Swamp KBN study area identified in the Alachua County Ecological Inventory Project, and classified as slightly above average in the KBN study project. On May 10, 2011, the Board of County Commissioners approved transmittal of this amendment to the Alachua County Future Land Use Map 2030 to indicate a change in land use from RuralAgriculture to Preservation when owned or managed by a public entity or non-profit agency for the purposes of conservation to be consistent with the definition of Preservation in the Comprehensive Plan. The reviewing agencies identified in Section 163.3184(1)(c), F.S. reviewed the proposed comprehensive plan amendment pursuant to Sections 163.3184

(3)(b)2, 3, and 4, F.S., and letters were received by the County from the State Land Planning Agency, the Department of Agriculture and Consumer Services, and the Florida Department of Education by June 15, 2011, which had no comments on amendment CPA 05-11; and, pursuant to Section 163.3184(3)(b)(c), the County is required to hold a public hearing on whether to adopt the comprehensive plan amendment within 180 days after receipt of agency comments.

Issues
Should the County amend the Future Land Use Map 2030 to designate properties as Preservation which are owned by Alachua County Forever ?

Fiscal Recommendation
Not applicable

Fiscal Alternative(s)
Not applicable

Funding Sources
N/A

Account Code(s)
N/A

Attachment: FDACS Letter 6 9 11 Amend ESR 11 2.pdf
Attachment: DCA Letter 6 9 11Amend ESR 11 2.pdf
Attachment: CPA 05 2011_ Lake Alto.pdf
Attachment: FDOE Letter 6 15 11 Amend ESR 11 2.pdf
Attachment: ORD 11_ Lake Alto Swamp.pdf
Attachment: Application CPA 05 11.pptx

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS

ORDINANCE 11-12

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, AMENDING THE ALACHUA COUNTY COMPREHENSIVE PLAN: 2011-2030, TO CHANGE THE DESIGNATION ON FUTURE LAND USE MAP FROM RURAL/AGRICULTURE TO PRESERVATION ON TAX PARCELS # 18405-001-001; 18374-002-001; 18376-001-000; 18377-000-000; 18378-003-000; AND 18377-001-000 ON APPROXIMATELY 662.19 ACRES GENERALLY LOCATED IN NORTHEAST, PROVIDING FOR THE ORDINANCE TO BE LIBERALLY CONSTRUED; PROVIDING A REPEALING CLAUSE; PROVIDING FOR SEVERABILITY, PROVIDING AN EFFECTIVE DATE.

WHEREAS, The Community Planning Act (Section 163.3161, et. seq., Florida Statutes) requires that each local government prepare and adopt a comprehensive plan; and

WHEREAS, Section 163.3184(11)(a), Florida Statutes, requires that any amendment to the Comprehensive Plan or any element or portion thereof be made by ordinance; and,

WHEREAS, the Board of County Commissioners of Alachua County, Florida, wishes to make an amendment to the Alachua County Comprehensive Plan 2011-2030 to change the Future Land Use Map 2030 designation of approximately 662.19 acres from 'Rural/Agriculture' to 'Preservation'; and,

WHEREAS, duly advertised public hearings were conducted on April 20,

2011 after 5:00 p.m. by the Alachua County Planning Commission, acting as the Local Planning Agency (LPA), and the LPA provided its recommendation to the Board of County Commissioners; and,

WHEREAS, the Board of County Commissioners considered the recommendations of the LPA at a duly advertised public hearing held on May 10, 2011 after 5:00 p.m. and approved this plan amendment for transmittal, as provided in Section 163.3184(3)(b)1., Florida Statutes, to the State Land Planning Agency, other reviewing agencies as defined in Section 163.3184(1)(c), Florida Statutes, and other local governments for review and comment; and,

WHEREAS, pursuant to Section 163.3184(3)(b)2., Florida Statutes, the reviewing agencies and local governments must transmit their comments to the County such that they are received no later than 30 days from the date on which the reviewing agency or local government received the amendment; and

WHEREAS, the reviewing agencies identified in Section 163.3184(1)(c), F.S. reviewed the proposed comprehensive plan amendment pursuant to Sections 163.3184(3)(b)2, 3, and 4, F.S., and letters were received by the County from the State Land Planning Agency, the Department of Agriculture and Consumer Services, and the Florida Department of Education by June 15, 2011, which had no comments on amendment CPA 05-11 ; and,

WHEREAS, pursuant to Section 163.3184(3)(b)(c), the County is required to hold a public hearing on whether to adopt the comprehensive plan amendment within 180 days after receipt of agency comments; and,

WHEREAS, the Board of County Commissioners finds CPA 05-11 to be in compliance with Chapter 163, Part II of the Florida Statutes; and,

WHEREAS, at the September 27, 2011 public hearing, the Board of County Commissioners provided for and received public participation and adopted the amendment, as embodied in Section 1 below; and,

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

SECTION 1. **Map Amendment.** That the Future Land Use Map 2030 of the Alachua County Comprehensive Plan 2011-2030, is hereby amended to change the future land use designation on Tax Parcels # 18405-001-001; 18374-002-001; 18376-001-000; 18377-000-000; 18378-003-000; and 18377-001-000 on approximately 662.19 acres from 'Rural/Agriculture' to 'Preservation' as shown on Attachment "A", (map) attached and incorporated herein as a part thereof.

SECTION 2. **Ordinance to be Liberally Construed.** This ordinance shall be liberally construed in order to effectively carry out the purposes hereof which are

deemed to be in the best interest of the public health, safety and welfare of the citizens and residents of Alachua County, Florida.

SECTION 3. **Repealing Clause.** All ordinances or parts of ordinances in conflict herewith are, to the extent of the conflict, hereby repealed.

SECTION 4. **Severability.** It is the declared intent of the Board of County Commissioners that, if any section, sentence, clause, phrase or provision of this ordinance is held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be so construed as to render invalid or unconstitutional the remaining provisions of this ordinance and the remainder of this ordinance after the exclusion of such part or parts shall be deemed to be valid.

SECTION 5. **Effective Date**. This plan amendment shall become effective 31 days after the state land planning agency notifies the County that the plan amendment package is complete pursuant to Section 163.3184(3)(c)4, Florida Statutes. If the amendment is timely challenged pursuant to Section 163.3184(5), Florida Statutes, then it will become effective upon the state land planning agency or the Administration Commission entering a final order determining the adopted amendment to be in compliance.

Duly adopted in regular session, this day of 27 September , A.D., 2011.

BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair
Board of County Commissioners

ATTEST:

_____
J. K. "Buddy" Irby, Clerk

(SEAL)

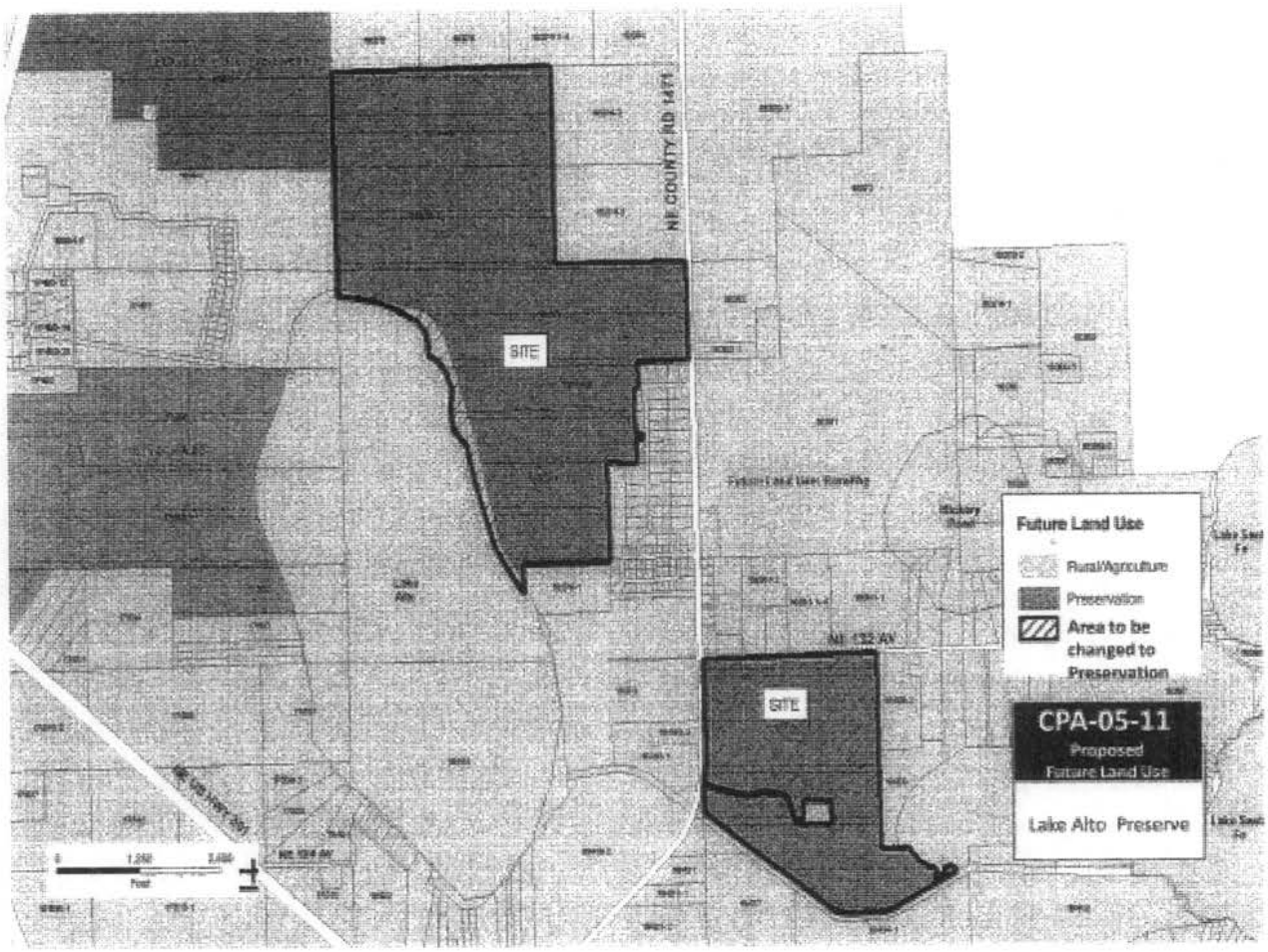
DEPARTMENT APPROVAL
AS TO CORRECTNESS:

_____
Director of Growth Management
or designee

APPROVED AS TO FORM:

_____
Alachua County Attorney

ATTACHMENT A



Change Future Land Use Map for parcels outlined in red hatching from Rural/Agriculture to Preservation.

ALACHUA COUNTY
Office of Planning and Development Staff Report
Application Number CPA 05-11

Robert L. Norton
Sr Planner 352 374 5249

Summary Page

Application Number: CPA-05-11	**LPA Hearing Date: April 20, 2011** **BoCC Transmittal Hearing Date: May 10, 2011** **BoCC Adoption Hearing: September 27, 2011**
Staff Contact:	**Robert L. Norton, Senior Planner** **352-374-5249**
SUBJECT:	**Application CPA-05-11 (Large Scale Map Amendment)** Request Initiated by the County to amend Future Land Use Map 2030 from Rural/Agriculture to Preservation for tax parcels 18405-001-001; 18376-001-000, 18377-000-000, 18378-003-000;and 18377-001-000 on approximately 662.19 acres owned by Alachua County Board of County Commissioners, and generally located in the northeast portion of Alachua County between Lake Alto and Lake Santa Fe adjacent to Lake Alto Swamp.
APPLICANT/AGENT:	**Alachua County**
PROPERTY OWNER:	**Alachua County Board of County Commissioners**
PARCEL INFORMATION:	*Located*: Adjacent to Lake Alto Swamp, between Lake Alto and Lake Santa Fe and accessible via County Road 1471. *Section-Township-Range:* **18-8-22; 19-8-22; 29-8-22** *Parcel Numbers:* **18376-001-000, 18377-000-000, 18377-001-000; 18378-003-000; and 18405-001-001.** *Land Use:* **Rural/Agriculture** *Zoning:* **Agriculture** *Existing Land Use:* **Silviculture** *Acreage:* **662.19**
GENERAL LOCATION:	Adjacent to east side of Lake Alto Swamp, between Lake Alto and Lake Santa Fe and accessible via County Road 1471.
STAFF RECOMMENDATION:	**Adopt Ordinance 11-xx, CPA-05-11**

ALACHUA COUNTY
Office of Planning and Development Staff Report
Application Number CPA 05-11

Robert L. Norton
Sr Planner 352 374 5249

LOCAL PLANNING AGENCY RECOMMENDATION: Approval for transmittal (5-0)

BOARD OF COUNTY COMMISSIONERS ACTION: Approve for transmittal (4-0)

BOARD OF COUNTY COMMISSIONERS ACTION: Adoption Hearing 9/27/2011 pending

Previous requests: N/A

Zoning Violation History: N/A

Chronology:

Application Submitted:	**March 4, 2011**
Report Released:	**March 25, 2011**
LPA Hearing:	**April 20, 2011**
BoCC Transmittal Hearing:	**May 10, 2011**
BoCC Adoption Hearing:	**September 27, 2011**

Analysis of request:

Background

The 662.19-acre Lake Alto Preserve is located in northeastern Alachua County between Lake Alto and Lake Santa Fe (Exhibit A). Lake Alto Preserve consists of two disjunct tracts separated by less than one-half of a mile, designated as Lake Alto North, also referred to as the North Tract, and Lake Alto South, also referred to as the South Tract. Both tracts are accessible from and adjacent to County Road 1471. The North Tract is approximately 479 acres in size and is bounded by Lake Alto to the west, the Suwannee River Water Management District Lake Alto Swamp property to the northwest, and Lake Alto County Park to the south. Immediately south of the County Park is a large tract owned and managed by the Longleaf Ecology and Forestry Society (LEAFS), a non-profit land trust. Lake Alto South is approximately 184 acres in size, and is bounded by Northeast 132nd Avenue to the north and the Santa Fe Canal to the south. The canal corridor provides a direct connection between Lake Santa Fe and Lake Alto, and also serves to connect all of the adjacent managed lands, up to the Santa Fe Swamp (Exhibit A).

NATURAL RESOURCES SUMMARY

Nine distinct natural communities occur within Lake Alto Preserve, in addition to four human-altered vegetation types. The dominant natural community is mesic flatwoods.

PREVIOUS USES

Prior to acquisition, the parcels within Lake Alto North were utilized for hunting, and revenue generation from timber harvests. A local source indicated that large cypress trees were removed from the wetlands surrounding Lake Alto in the 1960's or 1970's (Mike Rogers pers.

comm.). Analyses of aerial images of the property indicate that timber harvesting has occurred over the years throughout the area, more than once in some locations. The most recent harvests occurred between 2001 and 2004 within the flatwoods and cypress domes. Timber regeneration appears to be natural, with no evidence of bedding or intensive site preparation visible on the surface. Lands within Lake Alto South have been more intensively used, as evidenced by historic aerial photographs, and present site conditions. A pecan grove exists on the property that is visible in the 1937 aerial photographs. A dilapidated barn, improved pasture, and old aerial photographs suggest that portions of Lake Alto South were once used for large animal husbandry. The presence of cat-faced pines within the remaining natural areas also gives evidence for the property's use in the production of turpentine. A local source and property neighbor also indicated that there once was a packing shed on the property utilized to load local commodities on the ferry that passed through the Santa Fe Canal (Dena Rice pers. comm.). Recent use has included planting slash pine on improved pasture.

RECREATION

Lake Alto Preserve will provide resource-based recreational opportunities including hiking, bicycling, horseback riding, nature observation. A trail network utilizing existing roads and firebreaks will be established. A trailhead and parking area will provide access to the Preserve by land, and an existing dock will be improved to provide safe access to the Preserve by water. The dock facility will enhance the conceptual Waldo-Melrose Blueway, a canoe and kayak trail linking the towns of Waldo and Melrose via Lake Alto, Lake Santa Fe, and the historic Santa Fe Canal. Interpretive materials will be developed to educate visitors about the natural and cultural resources of the area, and the recreational opportunities provided within the Preserve.

PURPOSE

Management The purpose of the Lake Alto Preserve project is to protect, preserve, and enhance the unique natural and cultural resources found on the property and to provide an enjoyable and educational passive recreational experience. Lake Alto Preserve is managed only for the conservation, protection and enhancement of natural resources, and for public outdoor recreation that is compatible with the conservation, protection and enhancement of the site. The desired future condition of Lake Alto Preserve is the preservation of existing high quality natural communities, and restoration and/or enhancement of species diversity and wildlife habitat in areas impacted by previous agricultural uses, while providing visitors with an enjoyable nature experience that enhances their understanding and appreciation of Alachua County's rich natural and cultural history.

Key Management Objectives:

1. Maintain or enhance existing natural communities where feasible and appropriate.
2. Inventory natural features of the site, including flora, fauna and natural communities.
3. Protect populations of significant and listed plant and animal species.
4. Develop and implement a prescribed fire management plan.

5. Protect water resource values from adverse impacts, and enhance values where feasible and appropriate.
6. Effectively and responsibly manage cultural resources.
7. Promote public outdoor recreation and environmental education consistent with preserving the natural and cultural resources of the site.

Resource Management Issues:

- FIRE MANAGEMENT - Develop and implement a prescribed fire plan which for the restoration and maintenance of fire-dependent natural communities on the Preserve.
- RESTORATION - Restore 30 acres of degraded sandhill, and 10 acres of mesic flatwoods and monitor the condition of other natural communities.
- INVASIVE PLANTS - Control or eradicate invasive, non-native plant species.
- FERAL ANIMAL REMOVAL – Monitor and arrange for removal of feral animals as needed.
- CULTURAL RESOURCES - Protect known sites from disturbance, and coordinate with Florida Department of State Division of Historic Resources regarding identification and protection of cultural sites.
- MONITORING - Monitor property through field inspections and photo points to determine relative success of management strategies and impacts of public use on the resources.

Site Development and Maintenance

- PHYSICAL IMPROVEMENTS - Develop trailhead facilities, entrance sign, bike rack, interpretive kiosk, and upgrade existing dock to provide public access.
- RECREATION - Develop a network of hiking trails.
- EDUCATION - Develop interpretive exhibits (kiosk, trail signs).
- MAINTENANCE - Maintain all improvements.
- SECURITY - Perform regular security patrols, install informational and regulatory signage.

The Board of County Commissioners listed this project on the *Alachua County Registry of Protected Places* on March 22, 2011 established by referendum per Alachua County ORD 08-16.

Process

The reviewing agencies identified in Section 163.3184(1)(c), F.S. reviewed the proposed comprehensive plan amendment pursuant to Sections 163.3184(3)(b)2, 3, and 4, F.S., and letters were received by the County from the State Land Planning Agency, the Department of Agriculture and Consumer Services, and the Florida Department of Education by June 15, 2011, which had no comments on amendment CPA 05-11; and, pursuant to Section 163.3184(3)(b)(c), the County is required to hold a public hearing on whether to adopt the comprehensive plan amendment within 180 days after receipt of agency comments.

Robert L. Norton
Sr Planner 352 374 5249

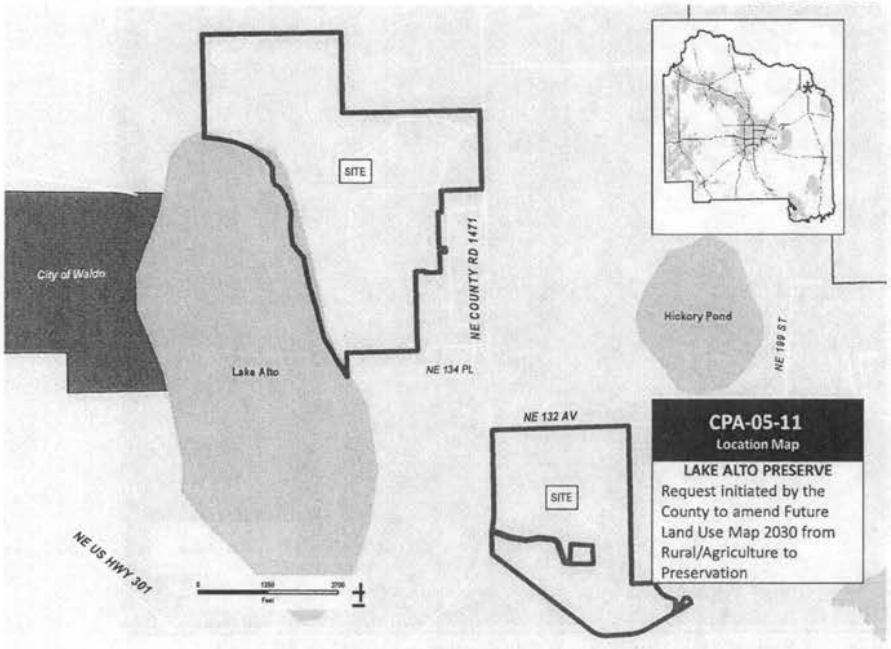


Figure 1. Locator map for proposed land use change.

Adjacent and Surrounding Properties

Direction	FLU	Zoning	Current Use
North	Rural/Agriculture	Agriculture	Agriculture & Residential
East	Rural/Agriculture	Agriculture	Agriculture & Residential
South	Rural/Agriculture	Agriculture	Agriculture & Residential
West	Rural/Agriculture	Agriculture	Agriculture & Residential

Robert L. Norton
Sr Planner 352 374 5249



Figure 2. Aerial view of Lake Alto Preserve project area as outlined in red.

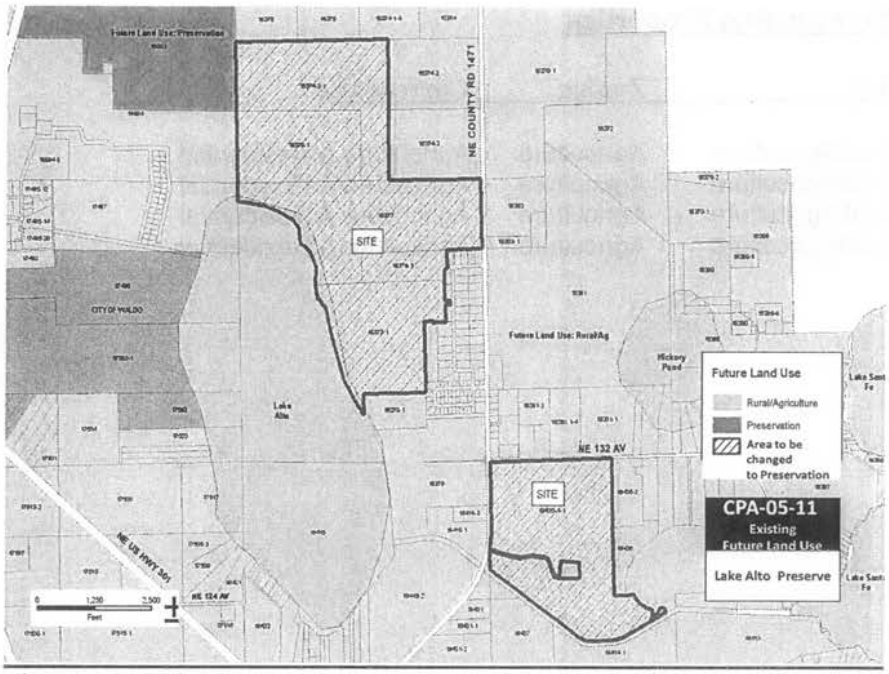


Figure 3. Existing Future Land Use showing Lake Alto Preserve project area shown in red hatching as Rural/Agriculture.

Robert L. Norton
Sr Planner 352 374 5249

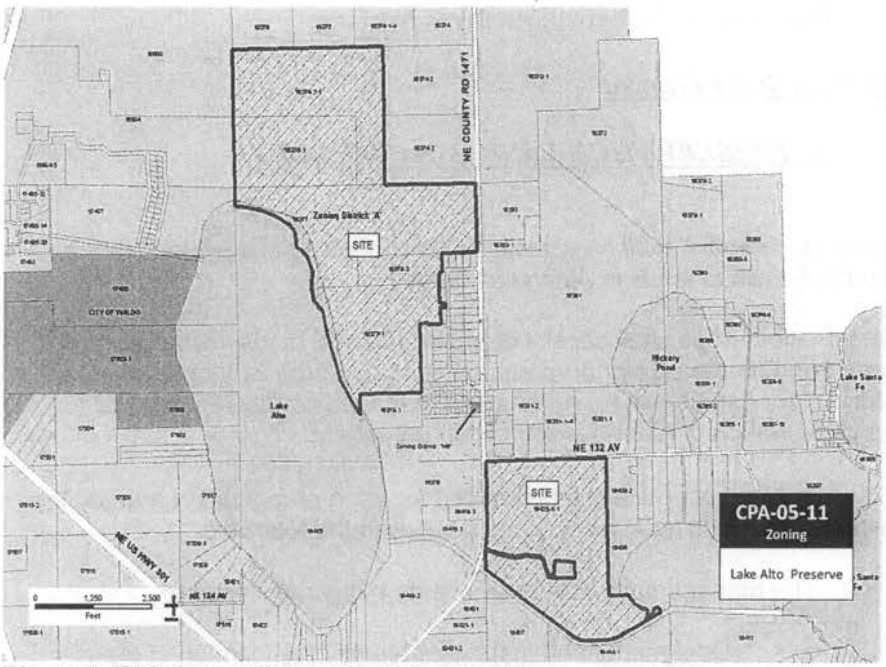


Figure 4. Existing zoning in the Lake Alto Preserve project area outlined in red hatching as Agriculture.

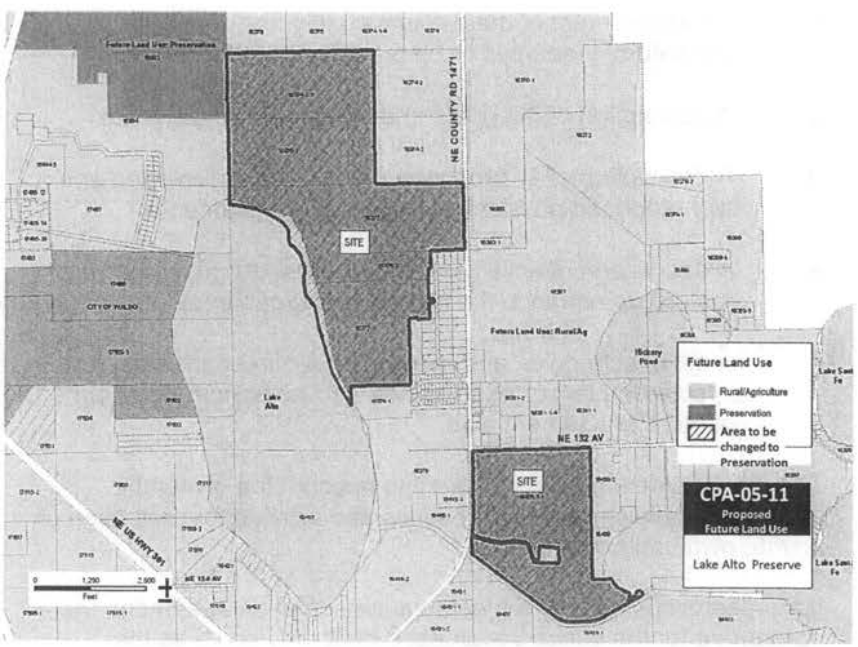


Figure 5. Proposed Future Land Use of the Lake Alto Preserve project area from Rural/Agriculture to Preservation shown outlined in red hatching.

Conservation and Open Space Element

3.2. PRESERVATION LAND USE CATEGORY

Objective 3.2:

A preservation land use category shall be established to recognize and protect natural resources within publicly owned lands in Alachua County.

Policy 3.2.1 Preservation areas shall consist of publicly owned lands, including lands owned and managed by non-profit conservation organizations, which are intended for use as natural reserves or managed conservation lands for the preservation of natural resources in perpetuity.

Policy 3.2.3 A management plan shall be developed for each preservation area by the responsible public agency, in accordance with the following:

1. The management plan shall include but is not limited to:

   a. Documents and maps that identify the location of areas and natural resources to be preserved, including any protective buffers.

   b. An assessment of the existing quality and characteristics of the natural resources to be preserved and/or restored.

   c. A description of the goals and objectives for each site.

   d. A description of all proposed uses, including existing and any proposed physical and access improvements.

   e. A description of activities that will be performed to protect, restore, or enhance the natural resources to be preserved.

   f. A set of schedules and assignments of responsibility for specific implementation activities to be performed as part of the management plan.

2. The management plan shall take into account the ownership interests of public and private entities and provide for protection of private ownership interests.

3. If a preservation area is subject to a conservation easement, the agreement for the conservation easement may serve as the management plan in the absence of a management plan.

4. The land shall be subject to the conservation policies of the Comprehensive Plan that are applicable to the resources within those areas.

Consistency with the Comprehensive Plan: The Comprehensive Plan includes the Preservation Land Use for lands owned by public or non-profit agencies for the purpose of management for conservation; and the subject properties are in public ownership. The Preservation designation is consistent with the Plan. The proposed map amendment provides for a Preservation land use category and long-term maintenance of natural systems in the County through acquisition and other appropriate management plan mechanisms consistent with the adopted Critical Ecological Corridors map (COSE Map 5.) established to protect natural resources.

Comprehensive Plan Definition:
Preservation Area/Land: An environmental land use category that consists of publicly owned lands which are intended for use as natural reserves or managed conservation lands for the preservation of natural resources. Preservation areas include lands owned in fee simple or less-than-fee simple title.

Preservation designations further require that a 660 foot buffer overlay Art 8. Ch 405.33(b)4 of the Land Development Regulations be considered on adjacent properties during any development proposal for those properties. The buffer overlay as displayed in the County's GIS/GEOGM Mapper means that development activities within 660 feet of a Preservation land use will be subject to additional review with in general a minimum 100 foot setback depending on parcel size from development activity.

3.3. FUTURE LAND USE MAP

OBJECTIVE 3.3: Identify conservation and preservation areas on the Future Land Use Map.

Policy 3.3.1 The adopted Future Land Use Map shall identify wetlands, surface waters, wellfield protection areas, floodplains, soils, and preservation areas.

Comprehensive Plan Consistency: The proposed map amendment provides for identification of preservation areas on the Future Land Use Map.

4.10. STRATEGIC ECOSYSTEMS

OBJECTIVE 4.10: Protect, conserve, enhance, and manage the ecological integrity of strategic ecosystems in Alachua County.

Robert L. Norton
Sr Planner 352 374 5249

Comprehensive Plan Consistency: The proposed map amendment provides for long-term maintenance of natural plant and animal systems and species diversity in critical areas of the County such as identified Strategic Ecosystems (COSE Map 5), in particular provides protection of habitat resources linked between Austin Cary Forest and other properties managed by the St Johns River Water Management District.

6.0 LAND CONSERVATION PROGRAM

6.4 OTHER ACQUISITION PROGRAMS

OBJECTIVE 6.4: Coordinate with other programs for the acquisition and management of natural areas and open space for recreational, open space and conservation purposes.

Comprehensive Plan Consistency: The proposed map amendment provides for long-term maintenance of natural plant and animal systems and species diversity in critical areas of the County through acquisition by State agencies that provide critical corridor linkages and management of resources consistent with County programs including open space for recreation and conservation purposes.

Financial Impact on Housing Affordability: This map change from Rural/Agriculture to Preservation does not affect the financial impact on housing affordability.

Levels of Service: The Alachua County Comprehensive Plan Capital Improvement Element (CIE) requires that public facilities and services needed to support development be available concurrent with the impacts of development and that issuance of a Certificate of Level of Service Compliance (CLSC) be a condition of all development orders. Per Policy 1.2.4 of the CIE of the Comprehensive Plan, the following LOS Standards have been adopted for various types of public facilities.

Traffic: The current Future land use designation for these properties is Rural/Agriculture which category allows up to 1 per 5 ac. The proposed FLU designation of Preservation limits uses to conservation for preservation of natural resources, consistent with management plans for the property, therefore the new proposed designation would translate into reduction in potential impact from current land use designation as will be the case for **Mass Transit, Water and Sewer, Drainage, Solid Waste,** and **Public Schools.**

STAFF RECOMMENDATION: Adopt CPA-05-11 to designate publicly owned parcels as Preservation on the Future Land Use Map 2030.

Bases:

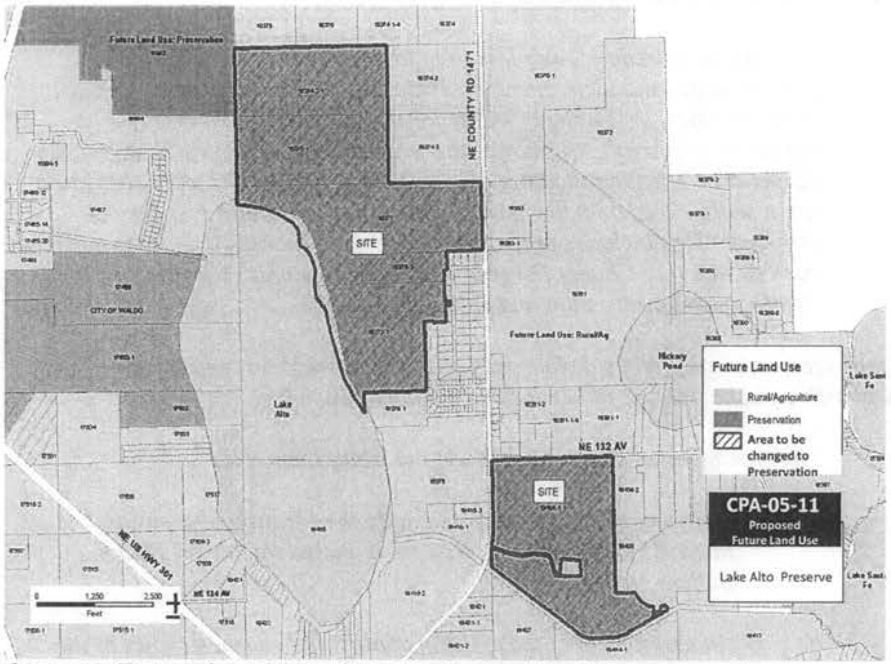
1. The designation of this publicly owned parcel, acquired for use as a natural resource and managed conservation land, would be consistent with COSE

Robert L. Norton
Sr Planner 352 374 5249

Objective 3.2 and related policies and the definition of Preservation Area/Land, i.e. "intended for use as natural reserves or managed conservation lands for the preservation of natural resources."

Attachments 'A'

Application CPA-05-11 (Large Scale Map Amendment)
Request Initiated by the County to amend Future Land Use Map 2030 from Rural/Agriculture to Preservation for tax parcels 18405-001-001; 18376-001-000, 18377-000-000, and 18378-003-000;18377-001-000 on approximately 662.19 acres owned by Alachua County Board of County Commissioners, and generally located in the northeast portion of Alachua County between Lake Alto and Lake Santa Fe adjacent to Lake Alto Swamp.



Change Future Land Use Map for Lake Alto Preserve project area parcels from Rural/Agriculture to Preservation shown outlined in red hatching.

Exhibit 1. Referenced Comp Plan Policies

Conservation and Open Space Element

1.1. CONSERVATION STRATEGIES

Robert L. Norton
Sr Planner 352 374 5249

OBJECTIVE 1.1 Embrace multiple, diverse strategies for the conservation of natural systems in Alachua County.

Policy 1.1.1 The County shall promote the long-term maintenance of natural systems through a comprehensive approach that involves education, public participation, regulations, incentives, acquisition, intergovernmental coordination, and other appropriate mechanisms.

3.2. PRESERVATION LAND USE CATEGORY

OBJECTIVE 3.2: A preservation land use category shall be established to recognize and protect natural resources within publicly owned lands in Alachua County.

Policy 3.2.1 Preservation areas shall consist of publicly owned lands, including lands owned and managed by non-profit conservation organizations, which are intended for use as natural reserves or managed conservation lands for the preservation of natural resources in perpetuity.

Policy 3.2.2 Preservation areas shall include but are not limited to:

. . . .

1. Property acquired in fee or less than fee simple for preservation by federal, state, and local agencies, Water Management Districts, local municipalities, or Alachua County for use as natural reserves or managed conservation lands for the preservation of natural resources in perpetuity. The identification of less-than-fee properties as preservation areas will be based on the management goals and objectives for the property. This includes properties acquired or managed under programs such as Alachua County Forever, Florida Communities Trust, Save-Our-Rivers, and Conservation and Recreation Lands.

Policy 3.2.3 A management plan shall be developed for each preservation area by the responsible public agency, in accordance with the following:

1. The management plan shall include but is not limited to:

c. Documents and maps that identify the location of areas and natural resources to be preserved, including any protective buffers.

d. An assessment of the existing quality and characteristics of the natural resources to be preserved and/or restored.

a. A description of the goals and objectives for each site.

b. A description of all proposed uses, including existing and any proposed physical and access improvements.

a. A description of activities that will be performed to protect, restore, or enhance the natural resources to be preserved.

b. A set of schedules and assignments of responsibility for specific implementation activities to be performed as part of the management plan.

2. The management plan shall take into account the ownership interests of public and private entities and provide for protection of private ownership interests.

3. If a preservation area is subject to a conservation easement, the agreement for the conservation easement may serve as the management plan in the absence of a management plan.

4. The land shall be subject to the conservation policies of the Comprehensive Plan that are applicable to the resources within those areas.

3.3. FUTURE LAND USE MAP

OBJECTIVE 3.3: Identify conservation and preservation areas on the Future Land Use Map.

Policy 3.3.1 The adopted Future Land Use Map shall identify wetlands, surface waters, wellfield protection areas, floodplains, soils, and preservation areas.

4.0 NATURAL RESOURCES

4.9 BIODIVERSITY

OBJECTIVE 4.9: Maintain and enhance plant and animal species diversity and distribution within Alachua County by protecting significant plant and wildlife habitats, providing for habitat corridors, and preventing habitat fragmentation.

Policy 4.9.1 A critical portion of each significant plant and wildlife habitat type in Alachua County shall be protected. Protection shall be accomplished using all available methods, including land acquisition, incentives and requirements for the provision of conservation or preservation areas, habitat corridors, greenways, and common open space.

4.10. STRATEGIC ECOSYSTEMS

OBJECTIVE 4.10: Protect, conserve, enhance, and manage the ecological integrity of strategic ecosystems in Alachua County.

Robert L. Norton
Sr Planner 352 374 5249

6.0 LAND CONSERVATION PROGRAM

6.5 OTHER ACQUISITION PROGRAMS

OBJECTIVE 6.4: Coordinate with other programs for the acquisition and management of natural areas and open space for recreational, open space and conservation purposes.

Exhibit 2. Staff and Agency Recommendations

Environmental Protection Department: The Environmental Protection Department supports this application to amend the Future Land Use Map 2030 from Rural/ Agriculture to Preservation.

Public Works Department: The Public Works Department has no comments or concerns in regards to this request.

Fire/Rescue Services Department: The department has no comments or concerns with regard to this request.

30c

OFFICE OF THE COMMISSIONER
(850) 488-3022

THE CAPITOL
400 SOUTH MONROE STREET
TALLAHASSEE, FLORIDA 32399-0800

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
COMMISSIONER ADAM H. PUTNAM

June 9, 2011

Alachua County, Department of Growth Management
Mr. Steven Lachnicht, AICP
Director of Growth Management
10 S.W. 2nd Ave., 3rd Floor
Gainesville, FL 32601-6294

Re: DACS Docket # --20110519-003-Alachua
Alachua County – Proposed Comprehensive Plan Amendment
Submission dated May 19, 2011

Dear Mr. Lachnicht:

The Florida Department of Agriculture and Consumer Services (the "Department") has reviewed the above-referenced proposed comprehensive plan amendment pursuant to the provisions of Chapter 163, Florida Statutes to address any potential adverse impacts to important state resources or facilities related to agricultural, aquacultural, or forestry resources in Florida if the proposed amendment(s) are adopted. Based on our review of your county's submission, the Department has no comment on the proposal.

If we may be of further assistance, please do not hesitate to contact me at 850-410-2291.

Sincerely,

Clay Martin
Senior Policy Analyst
Office of Policy and Budget

cc: Florida Department of Community Affairs

STATE OF FLORIDA

DEPARTMENT OF COMMUNITY AFFAIRS

"Dedicated to making Florida a better place to call home"

RICK SCOTT
Governor

BILLY BUZZETT
Secretary

June 9, 2011

RECEIVED
06-10-11
AC Growth Mgt.

The Honorable Lee Pinkoson
Chairman, Alachua County Commission
Board of County Commissioners
Post Office Box 2877
Gainesville, Florida 32602-2877

Dear Chairman Pinkoson:

The State Land Planning Agency (the Agency) has completed its review of the proposed comprehensive plan amendment for Alachua County (Amendment No. 11-2) which was received on May 10, 2011. We have reviewed the proposed amendment pursuant to Sections 163.3184(2) and (3), Florida Statutes (F.S.), and identified no comments related to important state resources and facilities that will be adversely impacted by the amendment if it is adopted.

The County is reminded that pursuant to Section 163.3184(3)(b), F.S., other reviewing agencies have the authority to provide comments directly to the County regarding these proposed amendments. These reviewing agency comments could form the basis for a challenge by this Agency.

If other reviewing agencies provide comments, we recommend that the County consider appropriate changes to the amendment based on those comments. If unresolved, such comments may form the basis for a challenge to the amendment after adoption. The County should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. Also, if the second public hearing is not held within 180 days of your receipt of the agency comments, and the timeframe is not extended by agreement, Section 163.3184(3)(c)1, Florida Statutes, provides that the amendment will be deemed withdrawn. For your assistance, we have attached procedures for adoption and transmittal of the comprehensive plan amendment.

2555 SHUMARD OAK BOULEVARD ♦ TALLAHASSEE, FL 32399-2100
850-488-8466 (p) ♦ 850-921-0781 (f) ♦ Website: www.dca.state.fl.us
♦ COMMUNITY PLANNING 850-488-2356 (p) 850-488-3309 (f) ♦ FLORIDA COMMUNITIES TRUST 850-922-2207 (p) 850-921-1747 (f) ♦
♦ HOUSING AND COMMUNITY DEVELOPMENT 850-488-7956 (p) 850-922-5623 (f) ♦

If you have any questions, please call Mark Yelland, AICP, Principal Planner, at (850) 922-1790, or by email at mark.yelland@dca.state.fl.us.

Sincerely,

Anastasia Richmond
Regional Planning Administrator

AR/myp

cc: Steven Lachnicht, AICP, Director, Alachua County Growth Management
Scott Koons, AICP, Executive Director, North Central Florida Regional Planning Council

FLORIDA DEPARTMENT OF EDUCATION

STATE BOARD OF EDUCATION

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John L. Winn
Commissioner of Education

Just Read, Florida!

June 15, 2011

Mr. Steven Lachnicht, AICP
Director of Growth Management
Alachua County
10 S.W. 2nd Ave., 3rd Floor
Gainesville, Florida 32601-6294

Dear Mr. Lachnicht:

Re: Alachua County 11-2 (Expedited State Review)

Thank you for the opportunity to review the proposed Alachua County 11-2 amendment package, which the Florida Department of Education received on May 18, 2011. Because none of the amendments appears to affect public school capacities, facilities, or sites, I offer no comment on behalf of the department.

Again, thank you for the opportunity to review and comment.

Sincerely,

Tracy D. Suber
Educational Consultant-Growth Management Liaison

TDS/

cc: Mr. Terry Tougaw, Alachua County Public Schools
Ms. Valerie James, DCA

THOMAS H. INSERRA
DIRECTOR, OFFICE OF EDUCATIONAL FACILITIES

325 W. GAINES STREET • SUITE 1014 • TALLAHASSEE, FLORIDA 32399-0400 • (850) 245-0494 • FAX (850) 245-9304
www.fldoe.org



Application CPA-05-11 (Large Scale Map Amendment)

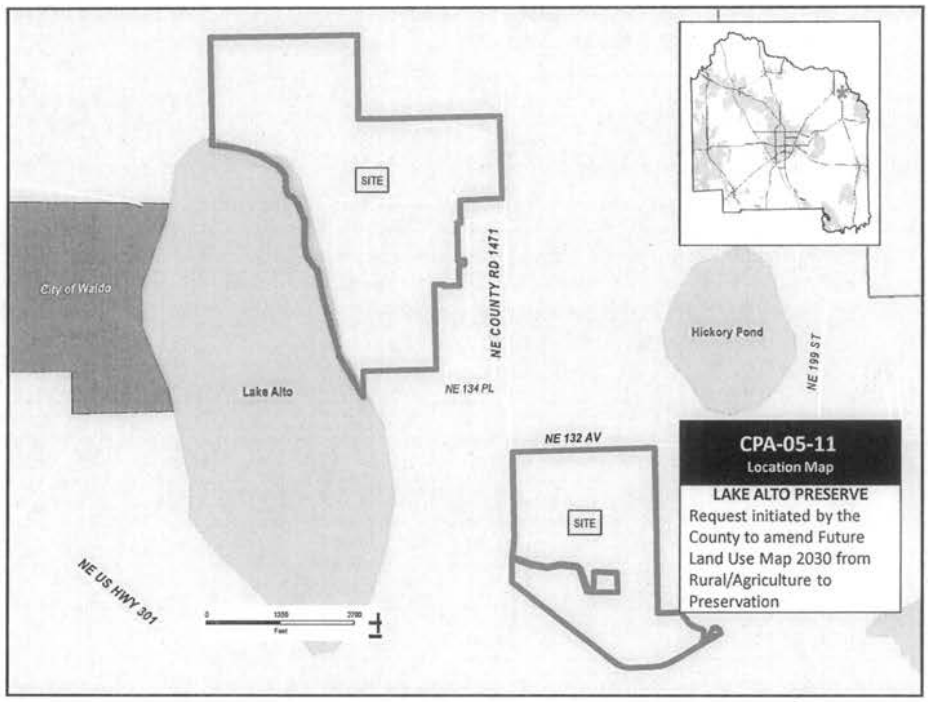
A request initiated by the County to amend Future Land Use Map 2030 from Rural/ Agriculture to Preservation for tax parcels # 18405-001-001; 18374-002-001; 18376-001-000; 18377-000-000; 18377-001-000; and 18378-003-000 on approximately 662 acres owned by Alachua County Board of County Commissioners, and generally located in northeastern Alachua County, along CR 1471 between Lake Alto and Lake Santa Fe adjacent to Lake Alto Swamp.

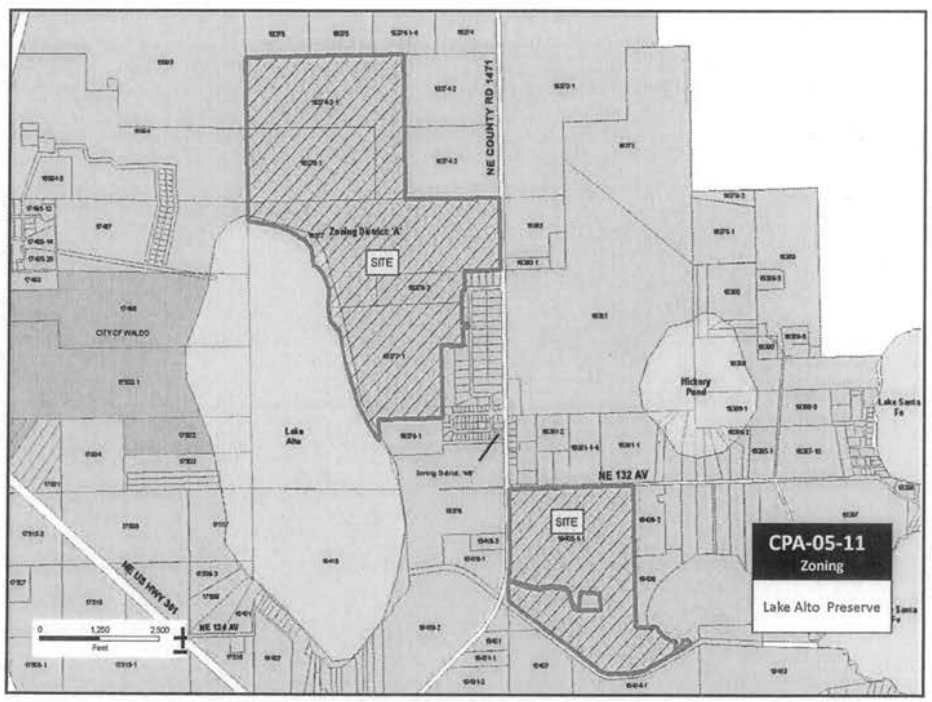
Application CPA-05-11

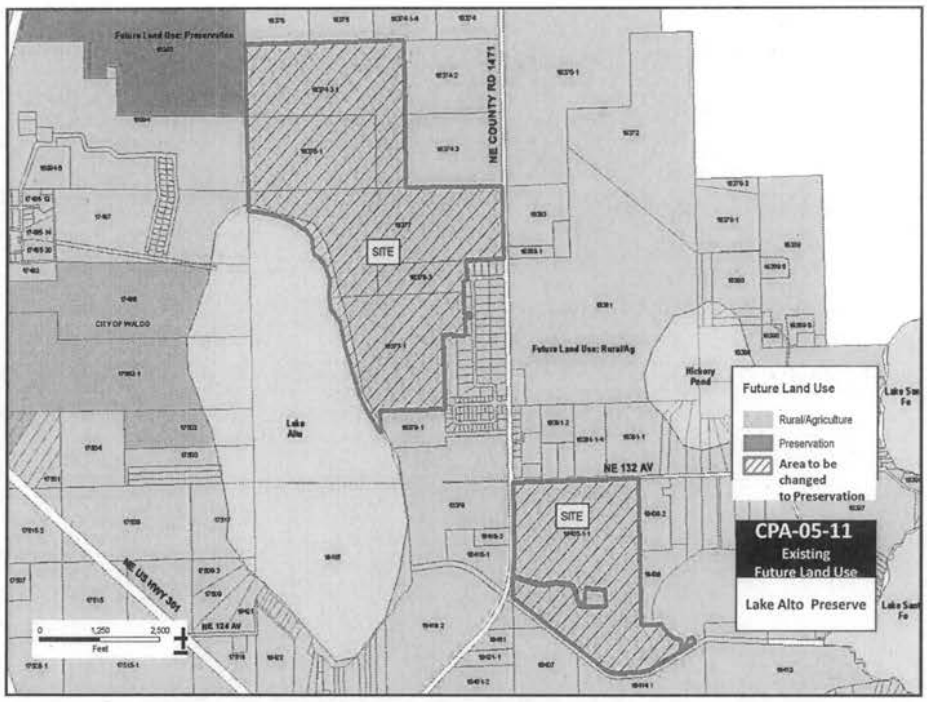
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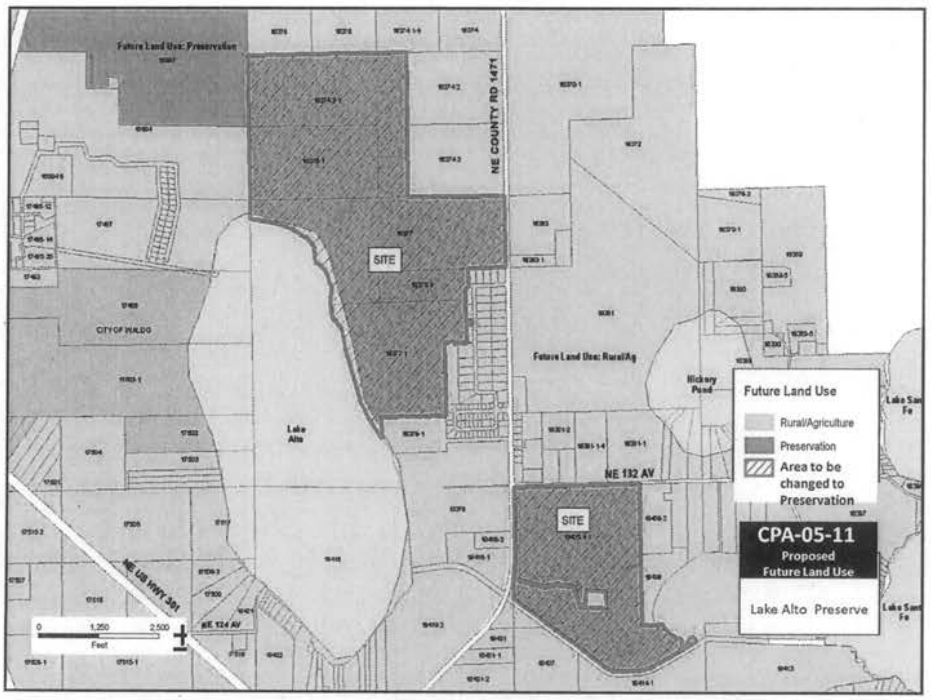
- **LPA Hearing Date: April 20, 2011**
- **BoCC Transmittal Hearing Date: May 10, 2011**

The reviewing agencies identified in Section 163.3184(1)(c), F.S. reviewed the proposed comprehensive plan amendment pursuant to Sections 163.3184(3)(b)2, 3, and 4, F.S., and letters were received by the County from the State Land Planning Agency, the Department of Agriculture and Consumer Services, and the Florida Department of Education by June 15, 2011, which had no comments on amendment CPA 06-11; and, pursuant to Section 163.3184(3)(b)(c), the County is required to hold a public hearing on whether to adopt the comprehensive plan amendment within 180 days after receipt of agency comments.


SITE
City of Waldo
Lake Alto
NE COUNTY RD 1471
NE 134 PL
NE 132 AV
SITE
Hickory Pond
NE 199 ST
NE US HWY 301
CPA-05-11
Location Map
LAKE ALTO PRESERVE
Request initiated by the County to amend Future Land Use Map 2030 from Rural/Agriculture to Preservation


NE COUNTY RD 1471
Zoning District 'A'
SITE
CITY OF WALDO
Lake Alto
Hickory Pond
NE 132 AV
SITE
NE US HWY 301
NE 124 AV
CPA-05-11
Zoning
Lake Alto Preserve


Future Land Use: Preservation
NE COUNTY RD 1471
SITE
CITY OF WALDO
Lake Alto
Future Land Use: Rural/Ag
Hickory Pond
NE 132 AV
SITE
NE US HWY 301
NE 124 AV
0 1,250 2,500
Feet
Future Land Use
Rural/Agriculture
Preservation
Area to be changed to Preservation
CPA-05-11
Existing Future Land Use
Lake Alto Preserve


Future Land Use: Preservation
NE COUNTY RD 1471
SITE
CITY OF WALDO
Lake Alto
Future Land Use: Rural/Ag
Hickory Pond
NE 132 AV
SITE
NE US HWY 301
NE 124 AV
0 1,250 2,500
Feet
Future Land Use
Rural/Agriculture
Preservation
Area to be changed to Preservation
CPA-05-11
Proposed Future Land Use
Lake Alto Preserve

CPA 05-11 Lake Alto Preserve



View looking south along CR 1471 and Lake Alto canal which forms southern boundary of TP# 18405-1-1 well off to the left (east).

CPA 05-11 Lake Alto Preserve



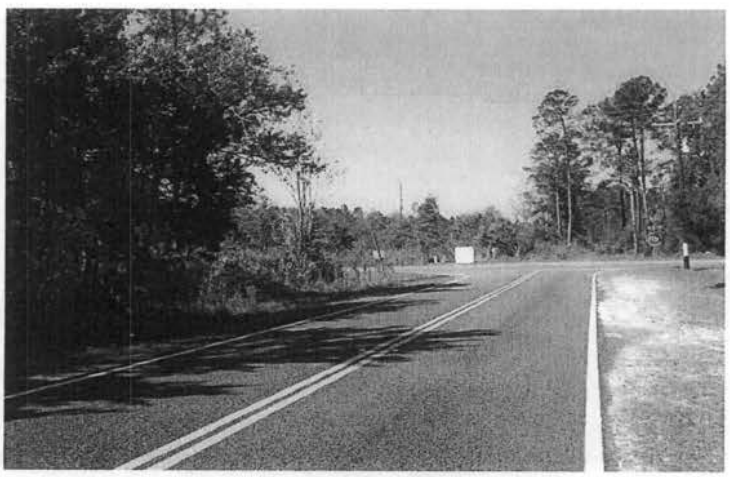
View from Lake Alto Estates looking west

CPA 05-11 Lake Alto Preserve



View of TP# 18405-001-001 looking west from CR 1471

CPA 05-11 Lake Alto Preserve



View of TP# 18405-1-1 looking west toward CR 1471

Application CPA-05-11
(Large Scale Map Amendment)

STAFF RECOMMENDATION:

Adopt CPA-05-11 to designate publicly owned parcels # 18405-001-001; 18374-002-001; 18376-001-000; 18377-000-000; 18377-001-000; and 18378-003-000 as Preservation on the Future Land Use Map 2030.

Bases:

a. The designation of this publicly owned parcel, acquired for use as a natural resource and managed conservation land, would be consistent with COSE Objective 3.2 and related policies and the definition of Preservation Area/Land, i.e. "intended for use as natural reserves or managed conservation lands for the preservation of natural resources."

September 27, 2011 Regular BoCC Meeting
Agenda Item #28

Title
Application CPA 06 11 to amend County Comprehensive Plan Future Land Use Map 2030 from Rural Agriculture to Preservation (Amended)

Amount
N/A

Description
Request adoption of County initiated application CPA 06 11 to amend Future Land Use Map 2030 to designate property from Rural Agriculture to Preservation on parcels located in Southwestern Alachua County adjacent to Watermelon Pond County Park, and Ashton Biodiversity Research and Preservation Institute off SW 119th Avenue.

Recommendation
Approve adoption of CPA 06 11 publicly owned parcels as Preservation on the Future Land Use Map 2030

Alternative(s)
Do not adopt CPA 06 11 publicly owned lands identified as Preservation on the Future Land Use Map 2030

Requested By
Robert L. Norton Senior Planner 352 374 5249

Originating Department
Department of Growth Management

Attachment(s) Description
Staff report CPA 06 11; Presentation; Letters from reviewing agencies; Ordinance 11 xx

Documents Requiring Action
Ordinance 11 xx (CPA 06 11) to designate publicly owned property as Preservation on the Future Land Use Map 2030

Executive Summary
This is an amendment to the Future Land Use Map 2030 to designate parcels acquired by Alachua County Forever as Preservation consistent with the County's Comprehensive Plan criteria for designating land as Preservation.

Background
The Alachua County Forever Program was approved by Alachua County voters in November of 2000, to acquire, improve and manage environmentally significant lands in Alachua County, to protect water resources, wildlife habitats and natural areas suitable for resource-based recreation. The approximately 520 acre Watermelon Pond properties lie within the Watermelon Pond, Alachua County Forever or ACF Project area. The properties are located in southwestern Alachua CountyLake and partially surrounded by the Waterlemon Pond Conservation area, owned by Alachua County. The properties are adjacent to and included in the Alachua County Ecological Inventory Project or KBN Study, and classified as slightly above average in the KBN study project. The Board of County Commissioners has directed staff to amend the Alachua County Future Land Use Map 2030 to indicate a change in land use from RuralAgriculture to Preservation when owned or managed by a public entity or non-profit agency for the purposes of conservation to be consistent with the definition of Preservation in the Comprehensive Plan. The reviewing agencies identified in Section 163.3184(1)(c), F.S. reviewed the proposed comprehensive plan amendment pursuant to

Sections 163.3184(3)(b)2, 3, and 4, F.S., and letters were received by the County from the State Land Planning Agency, the Department of Agriculture and Consumer Services, and the Florida Department of Education by June 15, 2011, which had no comments on amendment CPA 06-11; and, pursuant to Section 163.3184(3)(b)(c), the County is required to hold a public hearing on whether to adopt the comprehensive plan amendment within 180 days after receipt of agency comments.

Issues
Should the County amend the Future Land Use Map 2030 to designate properties as Preservation which are owned by Alachua County Forever ?

Fiscal Recommendation
Not applicable

Fiscal Alternative(s)
Not applicable

Funding Sources
N/A

Account Code(s)
N/A

Attachment: CPA 06 2011_ Watermelon Pond.pdf
Attachment: FDACS Letter 6 9 11 Amend ESR 11 2.pdf
Attachment: Application CPA 06 11.pptx
Attachment: ORD 11_ Watermelon Pond.pdf
Attachment: DCA Letter 6 9 11Amend ESR 11 2.pdf
Attachment: FDOE Letter 6 15 11 Amend ESR 11 2.pdf



Application CPA-06-11 (Large Scale Map Amendment)

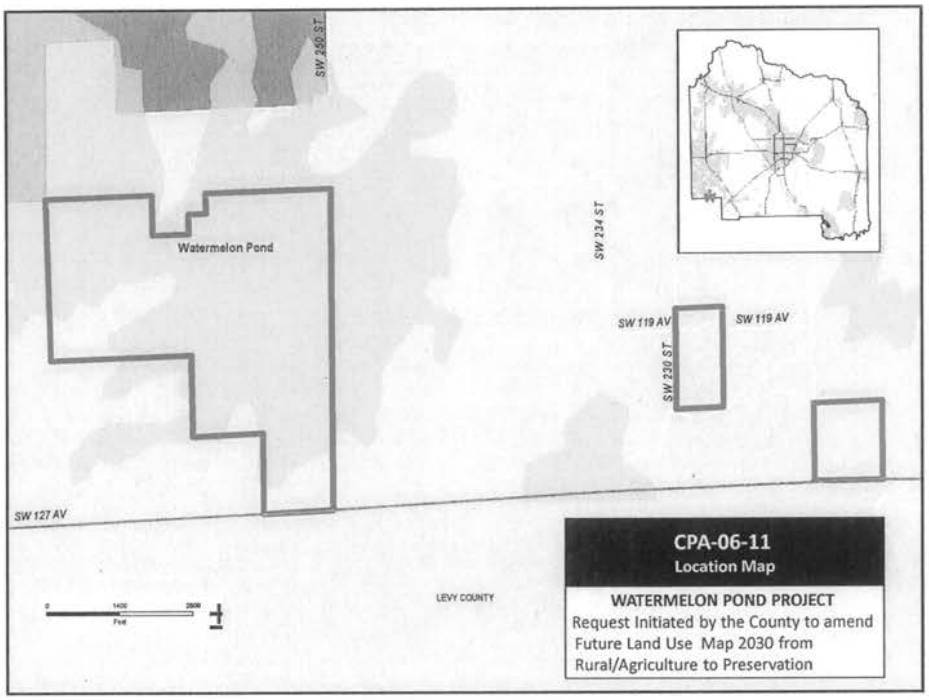
A request initiated by the County to amend Future Land Use Map 2030 from Rural/ Agriculture to Preservation for tax parcels # 02711-6-0; 02707-0-0; and 02711-6-12 on approximately 520 acres owned by Alachua County Board of County Commissioners, and generally located in southwestern Alachua County, between Cities of Archer and Newberry consisting of three separate parcels accessible from Watermelon Pond County Park on SW 250th Street and from SW 119th Avenue, adjacent to Ashton Biodiversity Research and Preservation Institute.

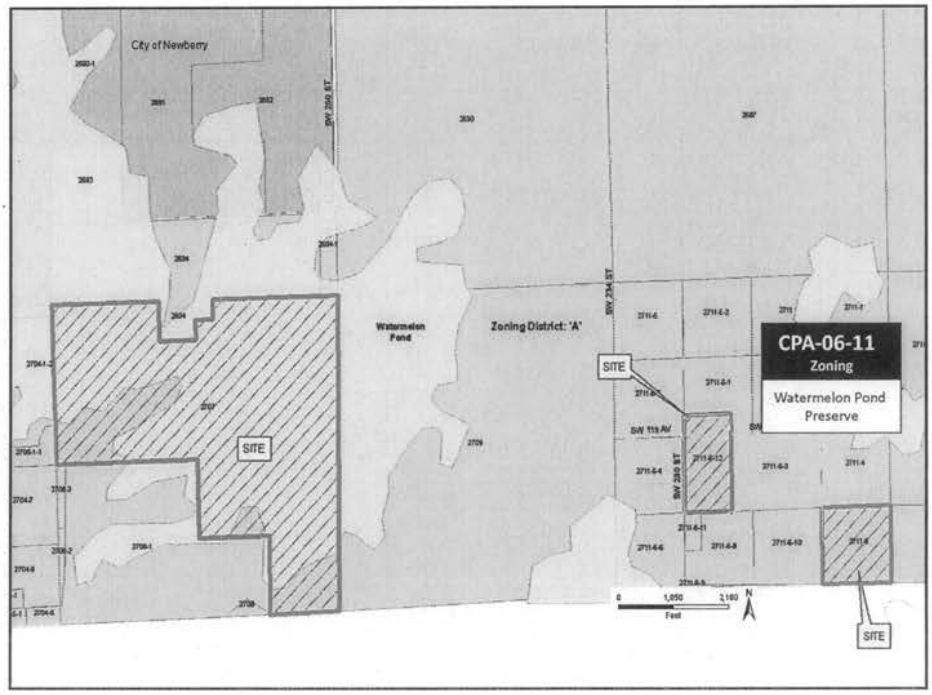
Application CPA-06-11

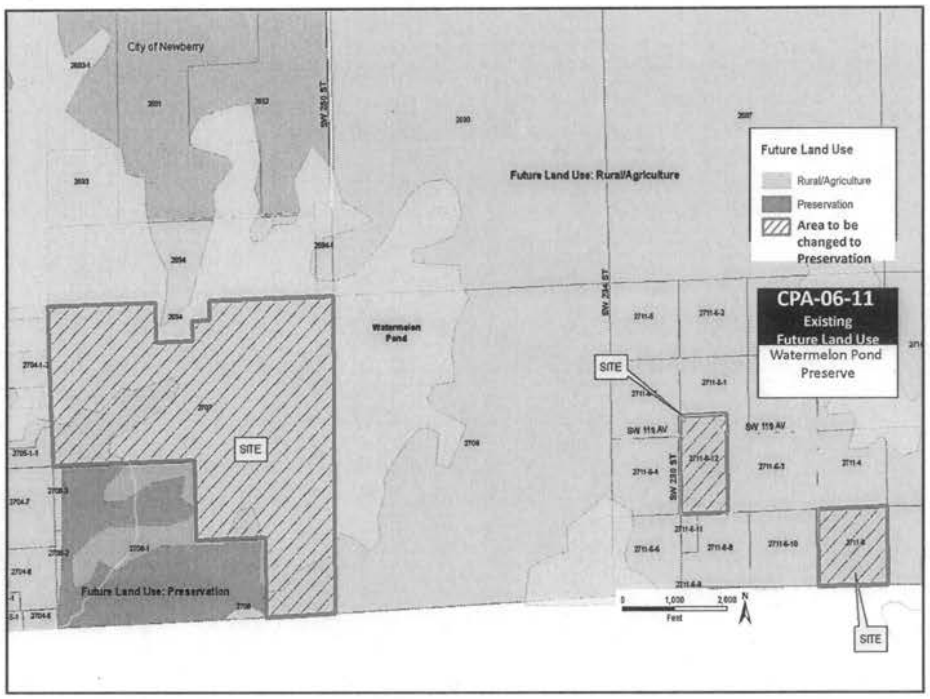
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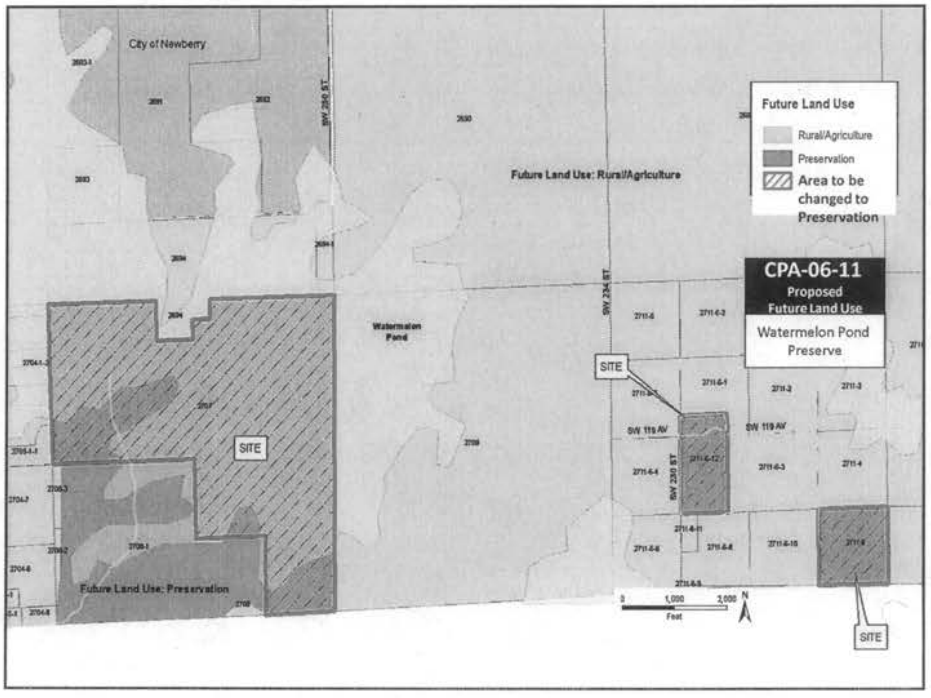
- **LPA Hearing Date: April 20, 2011**
- **BoCC Transmittal Hearing Date: May 10, 2011**

The reviewing agencies identified in Section 163.3184(1)(c), F.S. reviewed the proposed comprehensive plan amendment pursuant to Sections 163.3184(3)(b)2, 3, and 4, F.S., and letters were received by the County from the State Land Planning Agency, the Department of Agriculture and Consumer Services, and the Florida Department of Education by June 15, 2011, which had no comments on amendment CPA 06-11; and, pursuant to Section 163.3184(3)(b)(c), the County is required to hold a public hearing on whether to adopt the comprehensive plan amendment within 180 days after receipt of agency comments.


SW 250 ST
Watermelon Pond
SW 234 ST
SW 119 AV
SW 119 AV
SW 230 ST
SW 127 AV
LEVY COUNTY
CPA-06-11
Location Map
WATERMELON POND PROJECT
Request Initiated by the County to amend Future Land Use Map 2030 from Rural/Agriculture to Preservation


City of Newberry
SW 250 ST
Watermelon Pond
Zoning District: 'A'
SW 234 ST
SITE
SITE
SW 119 AV
SW 230 ST
SITE
CPA-06-11
Zoning
Watermelon Pond Preserve


City of Newberry
Future Land Use: Rural/Agriculture
Future Land Use
Rural/Agriculture
Preservation
Area to be changed to Preservation
CPA-06-11
Existing Future Land Use
Watermelon Pond Preserve
Watermelon Pond
SITE
Future Land Use: Preservation
SW 250 ST
SW 234 ST
SW 119 AV
SW 230 ST
Feet
N


City of Newberry
Future Land Use: Rural/Agriculture
Future Land Use
Rural/Agriculture
Preservation
Area to be changed to Preservation
CPA-06-11
Proposed Future Land Use
Watermelon Pond Preserve
Watermelon Pond
SITE
Future Land Use: Preservation
SW 250 ST
SW 234 ST
SW 119 AV
SW 230 ST
Feet
N

CPA 06-11 Watermelon Pond Preserve



View looking to interior of Watermelon Pond Preserve

CPA 06-11 Watermelon Pond Preserve



View at SW119th Ave and SW230 St of one of the three parcels.

Application CPA-06-11
(Large Scale Map Amendment)

STAFF RECOMMENDATION:

Adopt CPA-06-11 to designate publicly owned parcels # 02711-006-000; 02707-000-000; and 0271100-6-012 as Preservation on the Future Land Use Map 2030.

Bases:

a. The designation of this publicly owned parcel, acquired for use as a natural resource and managed conservation land, would be consistent with COSE Objective 3.2 and related policies and the definition of Preservation Area/Land, i.e. "intended for use as natural reserves or managed conservation lands for the preservation of natural resources."

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS

ORDINANCE 11-13

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, AMENDING THE ALACHUA COUNTY COMPREHENSIVE PLAN: 2011-2030, TO CHANGE THE DESIGNATION ON FUTURE LAND USE MAP FROM RURAL/AGRICULTURE TO PRESERVATION ON TAX PARCELS # 02711-006-000; 02707-000-000; and 02711-006-012 ON APPROXIMATELY 520.16 ACRES GENERALLY LOCATED IN SOUTHWESTERN ALACHUA COUNTY BETWEEN THE CITIES OF ARCHER AND NEWBERRY CONSISTING OF THREE PARCELS, AND PROVIDING FOR THE ORDINANCE TO BE LIBERALLY CONSTRUED; PROVIDING A REPEALING CLAUSE; PROVIDING FOR SEVERABILITY, PROVIDING AN EFFECTIVE DATE.

WHEREAS, The Community Planning Act (Section 163.3161, et. seq., Florida Statutes) requires that each local government prepare and adopt a comprehensive plan; and

WHEREAS, Section 163.3184(11)(a), Florida Statutes, requires that any amendment to the Comprehensive Plan or any element or portion thereof be made by ordinance; and,

WHEREAS, the Board of County Commissioners of Alachua County, Florida, wishes to make an amendment to the Alachua County Comprehensive Plan 2011-2030 to change the Future Land Use Map 2030 designation of approximately 520.16 acres from 'Rural/Agriculture' to 'Preservation'; and,

WHEREAS, duly advertised public hearings were conducted on April 20, 2011 after 5:00 p.m. by the Alachua County Planning Commission, acting as the Local Planning Agency (LPA) and the LPA provided its recommendation to the Board of County Commissioners; and,

WHEREAS, the Board of County Commissioners considered the recommendations of the LPA at a duly advertised public hearing held on May 10, 2011 after 5:00 p.m. and approved this plan amendment for transmittal, as provided in Section 163.3184(3)(b)1., Florida Statutes, to the State Land Planning Agency, other reviewing agencies as defined in Section 163.3184(1)(c), Florida Statutes, and other local governments for review and comment; and,

WHEREAS, pursuant to Section 163.3184(3)(b)2., Florida Statutes, the reviewing agencies and local governments must transmit their comments to the County such that they are received no later than 30 days from the date on which the reviewing agency or local government received the amendment; and

WHEREAS, the reviewing agencies identified in Section 163.3184(1)(c), F.S. reviewed the proposed comprehensive plan amendment pursuant to Sections 163.3184(3)(b)2, 3, and 4, F.S., and letters were received by the County from the State Land Planning Agency, the Department of Agriculture and Consumer Services, and the Florida Department of Education by June 15, 2011, which had no comments on amendment CPA 06-11 ; and,

WHEREAS, pursuant to Section 163.3184(3)(b)(c), the County is required to hold a public hearing on whether to adopt the comprehensive plan amendment within 180 days after receipt of agency comments; and,

WHEREAS, the Board of County Commissioners finds CPA 06-11 to be in compliance with Chapter 163, Part II of the Florida Statutes; and,

WHEREAS, at the September 27, 2011 public hearing, the Board of County Commissioners provided for and received public participation and adopted the amendment, as embodied in Section 1 below; and,

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

SECTION 1. **Map Amendment.** That the Future Land Use Map 2030 of the Alachua County Comprehensive Plan 2011-2030, is hereby amended to change the future land use designation on Tax Parcels # 02711-006-000; 02707-000-000; and 02711-006-012 on approximately 520.16 acres from 'Rural/Agriculture' to 'Preservation' as shown on Attachment "A", (map) attached and incorporated herein as a part thereof.

SECTION 2. **Ordinance to be Liberally Construed.** This ordinance shall be liberally construed in order to effectively carry out the purposes hereof which are

deemed to be in the best interest of the public health, safety and welfare of the citizens and residents of Alachua County, Florida.

SECTION 3. **Repealing Clause.** All ordinances or parts of ordinances in conflict herewith are, to the extent of the conflict, hereby repealed.

SECTION 4. **Severability.** It is the declared intent of the Board of County Commissioners that, if any section, sentence, clause, phrase or provision of this ordinance is held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be so construed as to render invalid or unconstitutional the remaining provisions of this ordinance and the remainder of this ordinance after the exclusion of such part or parts shall be deemed to be valid.

SECTION 5. **Effective Date**. This plan amendment shall become effective 31 days after the state land planning agency notifies the County that the plan amendment package is complete pursuant to Section 163.3184(3)(c)4, Florida Statutes. If the amendment is timely challenged pursuant to Section 163.3184(5), Florida Statutes, then it will become effective upon the state land planning agency or the Administration Commission entering a final order determining the adopted amendment to be in compliance.

Duly adopted in regular session, this day of 27 September , A.D., 2011.

BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair
Board of County Commissioners

ATTEST:

_____
J. K. Irby, Clerk

(SEAL)

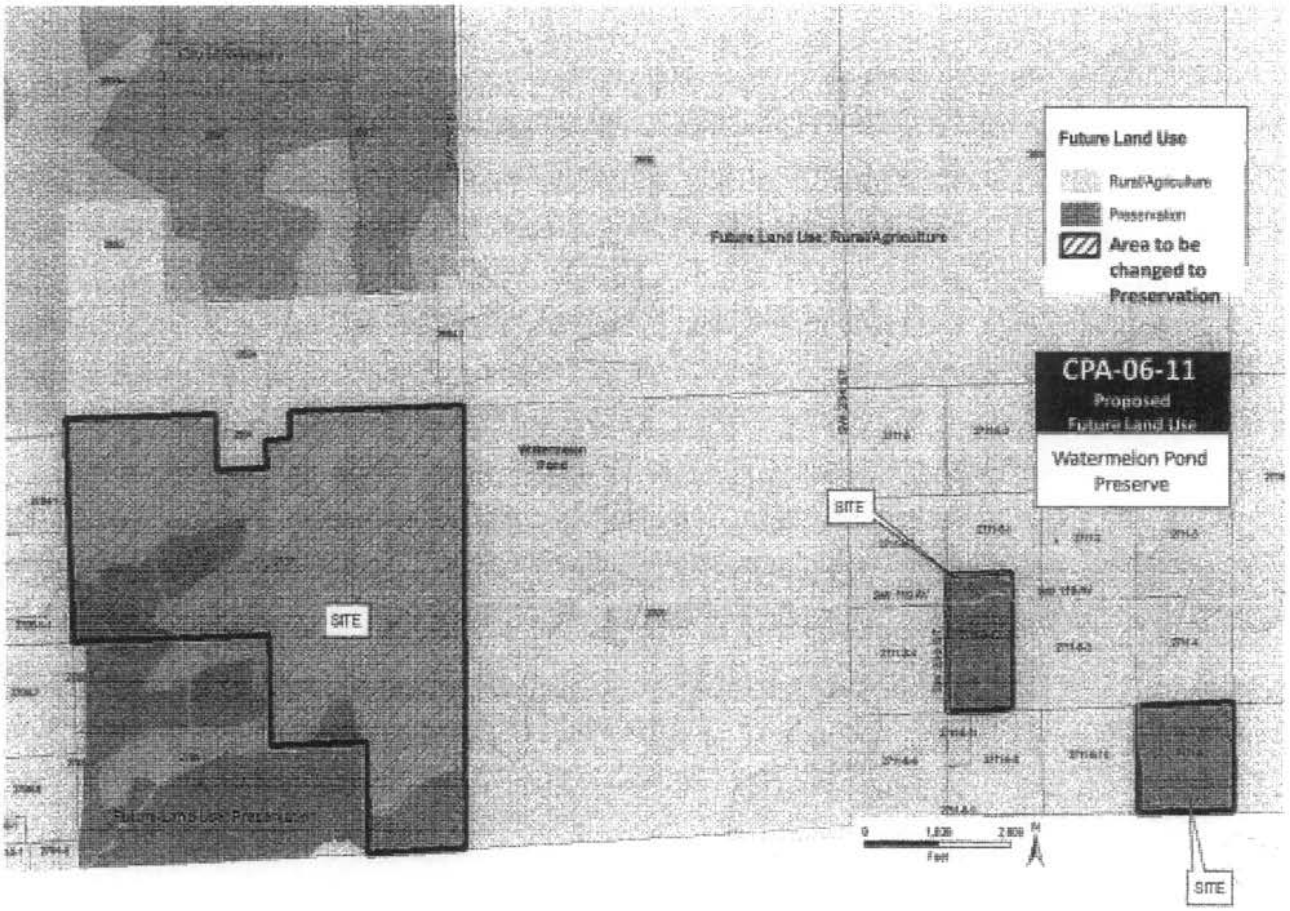
DEPARTMENT APPROVAL
AS TO CORRECTNESS:

_____
Director of Growth Management
or designee

APPROVED AS TO FORM:

_____
Alachua County Attorney

ATTACHMENT A



Change Future Land Use Map for parcels outlined in red hatching from Rural/Agriculture to Preservation.

ALACHUA COUNTY
Office of Planning and Development Staff Report
Application Number CPA 06-11

Robert L. Norton
Sr Planner 352 374 5249

Summary Page

Application Number: CPA-06-11	**LPA Hearing Date: April 20, 2011** **BoCC Transmittal Hearing Date: May 10, 2011** **BoCC Adoption Hearing: September 27, 2011**
Staff Contact:	**Robert L. Norton, Senior Planner** **352-374-5249**
SUBJECT:	**Application CPA-06-11 (Large Scale Map Amendment)** Request Initiated by the County to amend Future Land Use Map 2030 from Rural/Agriculture to Preservation for tax parcels 02711-006-000; 02707-000-000; and 02711-006-012 on approximately 520.16 acres owned by Alachua County Board of County Commissioners, and generally located in southwestern Alachua County between Archer and Newberry.
APPLICANT/AGENT:	**Alachua County**
PROPERTY OWNER:	**Alachua County Board of County Commissioners**
PARCEL INFORMATION:	**Located** in southwestern Alachua County between Archer and Newberry consisting of three separate three parcels: the Gladman (accessible from the Watermelon Pond County Park on SW 250th Street), Ferran and King tracts (accessible from SW 119th Avenue, and adjacent to the Ashton Biodiversity Research and Preservation Institute. *Section-Township-Range:* **9-11-17** *and* **11-11-17** *Parcel Numbers:* **02707-000-000; 02711-006-000; 02711-006-012** *Land Use:* **Rural/Agriculture** *Zoning:* **Agriculture** *Existing Land Use:* **Silviculture** *Acreage:* **520.16**
STAFF RECOMMENDATION:	**Adopt Ordinance 11-xx, CPA-06-11.**

LOCAL PLANNING AGENCY RECOMMENDATION: Approve for transmittal (5-0)

BOARD OF COUNTY COMMISSIONERS ACTION: Approve for transmittal (4-0)

ALACHUA COUNTY
Office of Planning and Development Staff Report
Application Number CPA 06-11

Robert L. Norton
Sr Planner 352 374 5249

BOARD OF COUNTY COMMISSIONERS ACTION: Adoption Hearing 9/27/2011 pending

Previous requests: N/A

Zoning Violation History: N/A

Chronology:

Application Submitted:	**March 4, 2011**
Report Released:	**March 25, 2011**
LPA Hearing:	**April 20 , 2011**
BoCC Transmittal Hearing:	**May 10, 2011**
BoCC Adoption Hearing:	**September 27, 2011**

Analysis of request:

Background

Watermelon Pond Preserve is composed of three separate parcels of land located in southwestern Alachua County between Archer and Newberry. Outstanding ecological features of Watermelon Pond Preserve include eight distinct natural communities, some in very good condition, and a large portion of Watermelon Pond, a sandhill upland lake. Lands within the Preserve were acquired to improve and manage environmentally significant lands, to protect water resources, wildlife habitats and natural areas suitable for resource-based recreation.

The Preserve's 446.27-acre Gladman tract lies completely within Watermelon Pond, and is adjacent to portions of Goethe State Forest, which is managed by the Florida Division of Forestry (FDOF). The Gladman tract is also located one-quarter mile south of the Watermelon Pond Wildlife Environmental Area (WEA), a Florida Fish and Wildlife Conservation Commission (FWC) property. Publicly owned lands in the vicinity of Watermelon Pond form a checkerboard pattern, leaving significant gaps. The Gladman tract was acquired to protect Watermelon Pond, fill in the checkerboard pattern, and to facilitate consistent management of surrounding public lands. The Ferran and King tracts are located adjacent to the Ashton Biodiversity Research and Preservation Institute, a portion of which is under a Conservation Easement owned by Alachua County. This area is dominated by very good quality sandhill. The Ferran and King tracts were purchased to preserve and enhance the sandhill natural community.

NATURAL RESOURCES SUMMARY

The natural resources of Watermelon Pond Preserve feature outstanding examples of several unique natural communities, including sandhill and a large portion of Watermelon Pond. Eight distinct natural communities occur within the Preserve, in addition to a small area of pine plantation. Many of the natural communities are in very good condition. The dominant natural community is sandhill upland lake. Other natural communities present are basin marsh, depression marsh, mesic flatwoods, mesic hammock, baygall, sandhill and wet prairie.

Robert L. Norton
Sr Planner 352 374 5249

PREVIOUS USES

Prior to acquisition, the parcels within Watermelon Pond Preserve were utilized for various purposes including cattle grazing, hunting, and silviculture. Neighbors to the Ferran and King tracts reported remnants of a turpentine still are located nearby, suggesting the pine forests around and within the Preserve may also have been used for turpentine production (Ray Ashton, personal comm.). Analyses of aerial images of the property indicate that timber harvesting has occurred over the years throughout the area, more than once in some locations. The most recent harvests appear to have occurred in the early 1990's within the sandhill of the Ferran and King tracts. Longleaf pines were replanted on the King tract in 1993 (Dave Conser, personal comm.) Slash pine, sand pine and red cedar were replanted on the Ferran tract.

RECREATION

Recreational opportunities within Watermelon Pond Preserve will be provided on the Gladman tract, which offers several different resource-based recreational alternatives, depending upon existing site conditions. When Watermelon Pond is dry and established roads and trails are exposed, opportunities will include hiking, horseback riding, fishing and nature observation. When Watermelon Pond is flooded, or hydrological conditions on the site permit, recreational opportunities will also include boating. Limited hunting opportunities may also be provided on the Gladman tract. A trailhead at the existing Watermelon Pond County Park parking area will provide access to the Gladman tract. A trail network utilizing existing roads and firebreaks will be established for use during dry periods. Interpretive materials will be developed to educate visitors about the natural and cultural resources of the area, and the recreational opportunities provided within the Preserve and on surrounding public lands. The Ferran and King tracts will be open by appointment for staff-guided walks and nature observation.

PURPOSE

The purpose of the Watermelon Pond Preserve project is to protect, preserve, and enhance the unique natural and cultural resources found on the property and to provide an enjoyable and educational, natural resource-based recreational experience. Watermelon Pond Preserve is managed only for the conservation, protection and enhancement of natural resources, and for natural resource-based recreation that is compatible with the conservation, protection and enhancement of the site. The desired future condition of Watermelon Pond Preserve is the preservation of existing high quality natural communities, and restoration and/or enhancement of species diversity and wildlife habitat in areas impacted by previous land uses, while providing visitors with an enjoyable nature experience that enhances their understanding and appreciation of Alachua County's rich natural and cultural history.

PRIORITIZED MANAGEMENT ACTIVITIES

Maintain and enhance natural communities.

o Implement prescribed fire in fire-dependent natural communities to manage fuel loads and to promote healthy functioning natural systems.
o Pursue restoration of degraded natural communities.
o Manage altered communities such that future restoration potential is enhanced or not degraded.
o Remove feral animals.
o Remove invasive exotic plants. Monitor and document effects of management activities.
o Ensure that management activities do not harm listed species. Continue to inventory flora and fauna. Protect water quality and soil resources. Document, protect, and monitor cultural resources. Provide opportunities for educational, natural resource-based recreational experiences.
o Work cooperatively with managers of adjacent public lands to provide complementary recreational activities.
o Develop a network of trails.
o Develop interpretive materials appropriate to the resources of the Preserve. Implement creative solutions to accomplish basic stewardship needs such as staffing, security and maintenance.

Key Management Objectives:

1. Maintain or enhance existing natural communities where feasible and appropriate.
2. Inventory natural features of the site, including flora, fauna and natural communities.
3. Protect populations of significant and listed plant and animal species.
4. Develop and implement a prescribed fire management plan.
5. Protect water resource values from adverse impacts, and enhance values where feasible and appropriate.
6. Effectively and responsibly manage cultural resources.
7. Promote public outdoor recreation and environmental education consistent with preserving the natural and cultural resources of the site.

Resource Management Issues:

□ □ RESTORATION / ENHANCEMENT- Restore/enhance approximately 482 acres of disturbed upland and approximately 16 acres of disturbed wetland communities.
□ □ FIRE MANAGEMENT- Develop a prescribed fire management plan to aid in restoration and enhancement of natural communities, to discourage non-fire tolerant vegetation and to maintain open habitat for listed species.
□ □ INVASIVE PLANTS- Control or eradicate invasive, non-native plant species.
□ □ HISTORIC RESOURCES- Protect known sites from disturbance, and coordinate with Florida Department of State, Division of Historic Resources regarding identification and protection of historic sites.
□ □ MONITORING- Monitor property through field inspections and photo-points to determine relative success of management strategies and impacts of public use on the resources.

ALACHUA COUNTY
Office of Planning and Development Staff Report
Application Number CPA 06-11

Robert L. Norton
Sr Planner 352 374 5249

This project was listed by the Board of County Commissioners on April 12, 2011 to the *Alachua County registry of Protected Places* established by referendum per Alachua County ORD 08-16.

Process

The reviewing agencies identified in Section 163.3184(1)(c), F.S. reviewed the proposed comprehensive plan amendment pursuant to Sections 163.3184(3)(b)2, 3, and 4, F.S., and letters were received by the County from the State Land Planning Agency, the Department of Agriculture and Consumer Services, and the Florida Department of Education by June 15, 2011, which had no comments on amendment CPA 06-11; and, pursuant to Section 163.3184(3)(b)(c), the County is required to hold a public hearing on whether to adopt the comprehensive plan amendment within 180 days after receipt of agency comments.

Site Development and Maintenance

PHYSICAL IMPROVEMENTS -Construct trails and other recreational amenities; fences, gates, firebreaks, and a parking area.

RECREATION – Construct trails and trailheads, wildlife observation platforms, stationary benches, a bench-swing, a bike rack, and a geo-caching course.

EDUCATION -Develop interpretive exhibits (kiosks and trail signs).

MAINTENANCE -Maintain all improvements.

SECURITY -perform regular security patrols, install informational and regulatory signage, and install additional access control as needed.

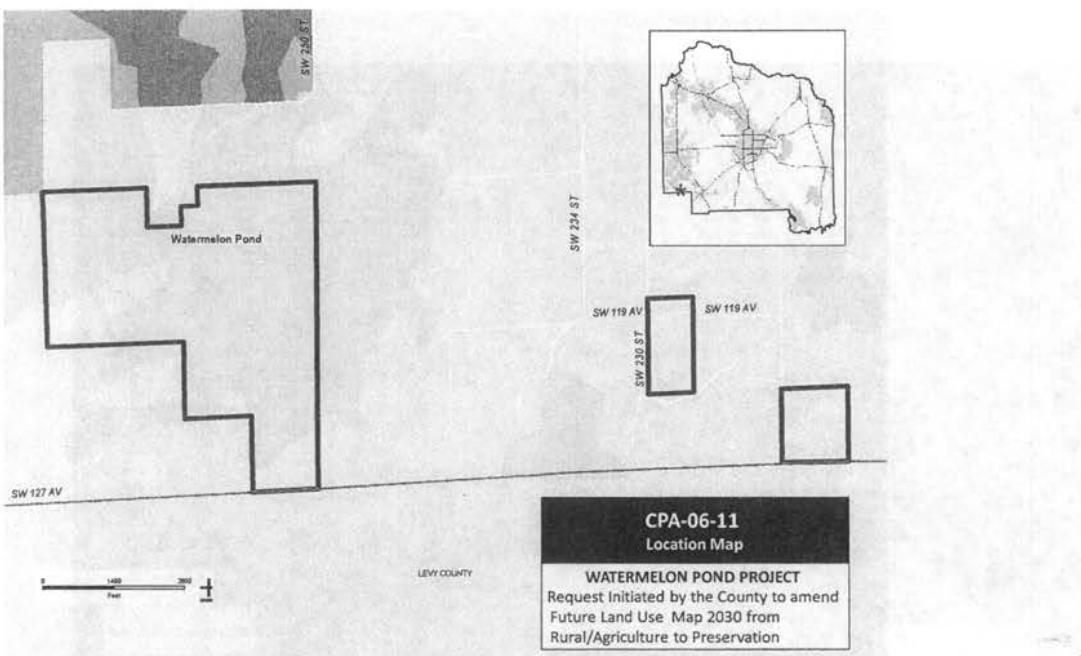


Figure 1. Locator map of the land use change on properties outlined in red.

Robert L. Norton
Sr Planner 352 374 5249

Adjacent and Surrounding Properties

Direction	FLU	Zoning	Current Use
TP# 02707-000-000			
North	Rural/Agriculture	Agriculture	Agriculture & Residential
East	Rural/Agriculture	Agriculture	Agriculture & Residential
South	Rural/Agriculture Preservation	Agriculture Conservation	Agriculture & Residential
West	Rural/Agriculture	Agriculture	Agriculture & Residential
TP#'s 02711-006-000 and 02711-006-012			
North	Rural/Agriculture	Agriculture	Agriculture & Residential
East	Rural/Agriculture	Agriculture	Agriculture & Residential
South	Rural/Agriculture	Agriculture	Agriculture & Residential
West	Rural/Agriculture	Agriculture	Agriculture & Residential

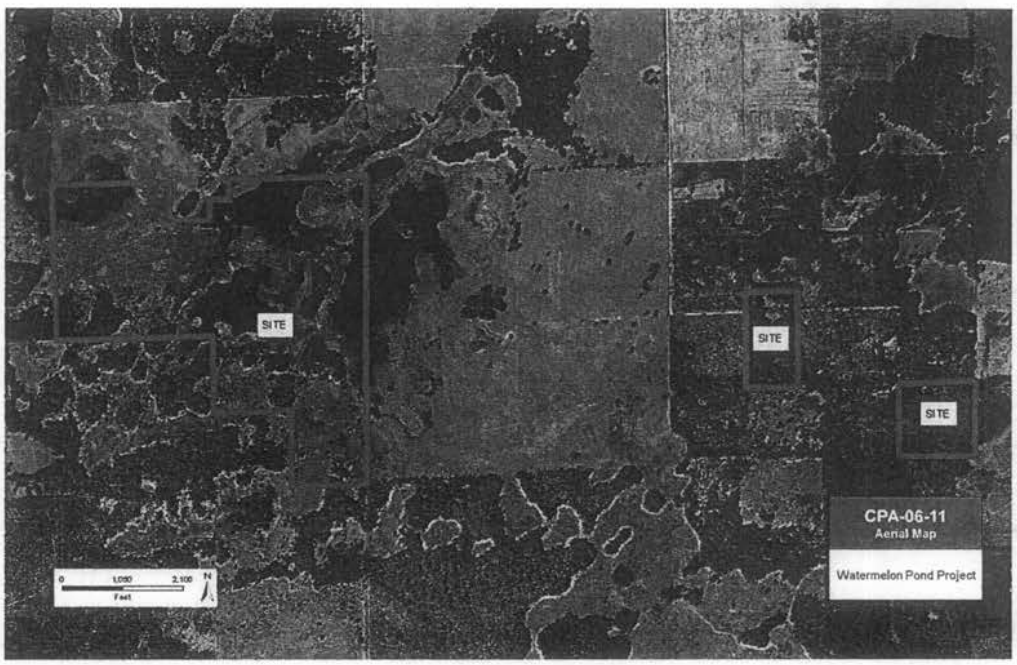


Figure 2. Aerial view of Watermelon Pond Preserve project area as outlined in red.

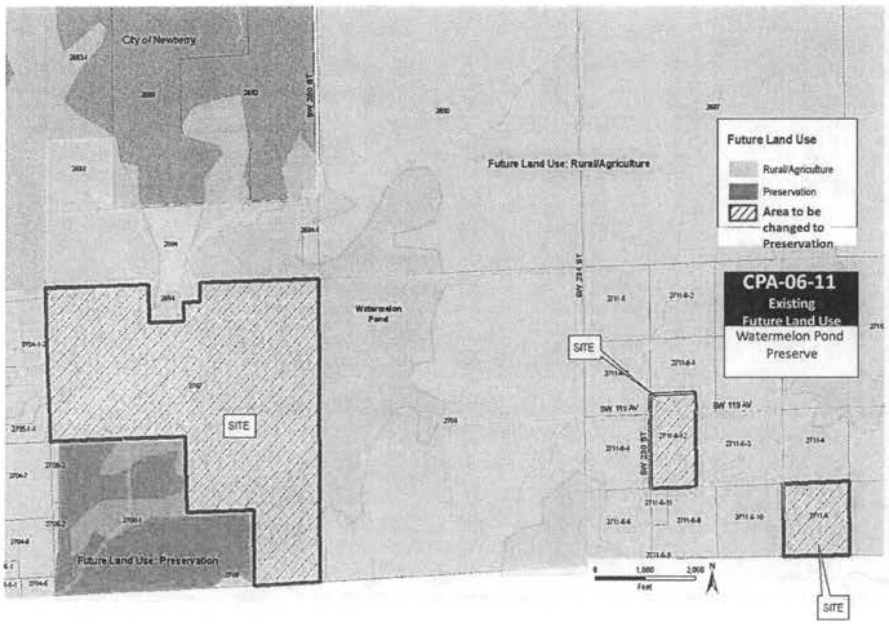


Figure 3. Existing Future Land Use showing Watermelon Pond Preserve Project area in red hatching as Rural/Agriculture.

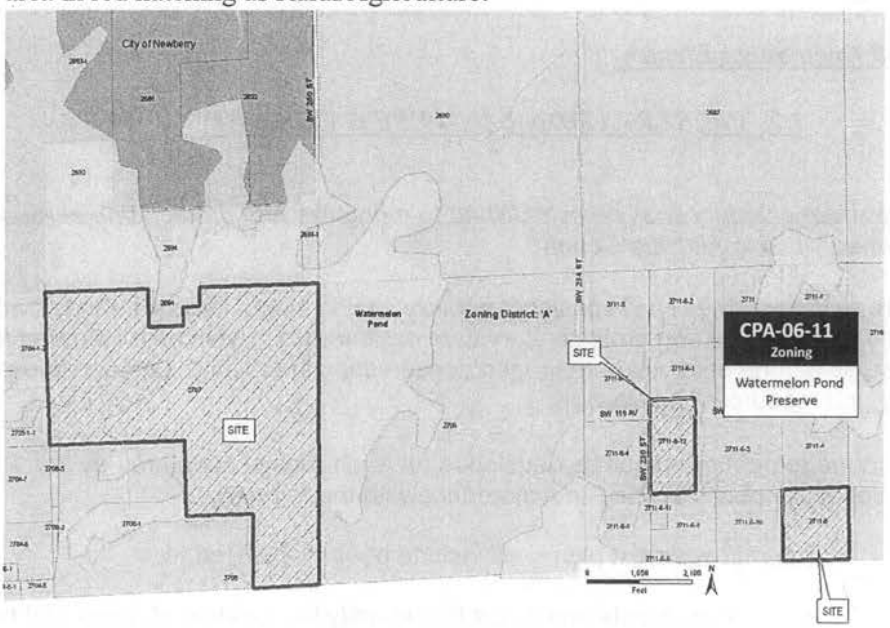


Figure 4. Existing zoning in the Watermelon Pond Preserve Project area outlined in red hatching as Agriculture.

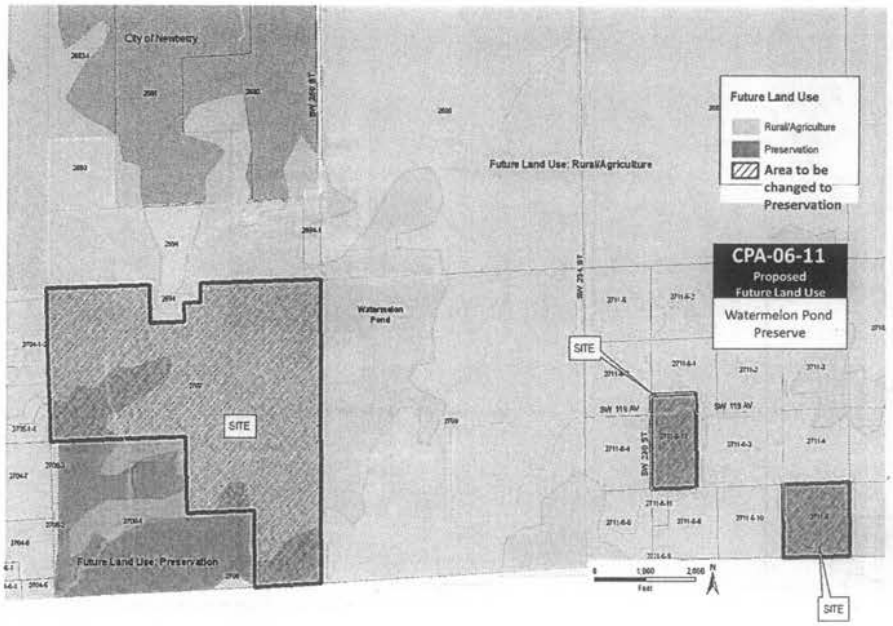


Figure 5. Proposed Future Land Use of the Watermelon Pond Preserve Project area from Rural/Agriculture to Preservation outlined in red hatching.

Conservation and Open Space Element

3.2. PRESERVATION LAND USE CATEGORY

Objective 3.2:

A preservation land use category shall be established to recognize and protect natural resources within publicly owned lands in Alachua County.

Policy 3.2.1 Preservation areas shall consist of publicly owned lands, including lands owned and managed by non-profit conservation organizations, which are intended for use as natural reserves or managed conservation lands for the preservation of natural resources in perpetuity.

Policy 3.2.3 A management plan shall be developed for each preservation area by the responsible public agency, in accordance with the following:

1. The management plan shall include but is not limited to:

   a. Documents and maps that identify the location of areas and natural resources to be preserved, including any protective buffers.

b. An assessment of the existing quality and characteristics of the natural resources to be preserved and/or restored.

c. A description of the goals and objectives for each site.

d. A description of all proposed uses, including existing and any proposed physical and access improvements.

e. A description of activities that will be performed to protect, restore, or enhance the natural resources to be preserved.

f. A set of schedules and assignments of responsibility for specific implementation activities to be performed as part of the management plan.

2. The management plan shall take into account the ownership interests of public and private entities and provide for protection of private ownership interests.

3. If a preservation area is subject to a conservation easement, the agreement for the conservation easement may serve as the management plan in the absence of a management plan.

4. The land shall be subject to the conservation policies of the Comprehensive Plan that are applicable to the resources within those areas.

Consistency with the Comprehensive Plan: The Comprehensive Plan includes the Preservation Land Use for lands owned by public or non-profit agencies for the purpose of managing for conservation purposes; and the subject properties are in public ownership. The Preservation designation is consistent with the Plan. The proposed map amendment provides for a Preservation land use category and long-term maintenance of natural systems in the County through acquisition and other appropriate management plan mechanisms established to protect natural resources in perpetuity.

Comprehensive Plan Definition:
Preservation Area/Land: An environmental land use category that consists of publicly owned lands which are intended for use as natural reserves or managed conservation lands for the preservation of natural resources. Preservation areas include lands owned in fee simple or less-than-fee simple title.

Preservation designations further require that a 660 foot buffer overlay Art 8. Ch 405.33(b)4 of the Land Development Regulations be considered on adjacent properties during any development proposal for those properties. The buffer overlay as displayed in the County's GIS/GEOGM Mapper means that development activities within 660 feet of a Preservation land use will be

subject to additional review with in general a minimum 100 foot setback depending on parcel size from development activity.

3.3. FUTURE LAND USE MAP

OBJECTIVE 3.3: Identify conservation and preservation areas on the Future Land Use Map.

Policy 3.3.1 The adopted Future Land Use Map shall identify wetlands, surface waters, wellfield protection areas, floodplains, soils, and preservation areas.

Comprehensive Plan Consistency: The proposed map amendment provides for identification of preservation areas on the Future Land Use Map.

4.10. STRATEGIC ECOSYSTEMS

OBJECTIVE 4.10: Protect, conserve, enhance, and manage the ecological integrity of strategic ecosystems in Alachua County.

Comprehensive Plan Consistency: The proposed map amendment provides for long-term maintenance of natural plant and animal systems and species diversity in critical areas of the County such as identified Strategic Ecosystems, in particular provides protection of habitat resources linked between Austin Cary Forest and St Johns River Water Management District.

6.0 LAND CONSERVATION PROGRAM

6.4 OTHER ACQUISITION PROGRAMS

OBJECTIVE 6.4: Coordinate with other programs for the acquisition and management of natural areas and open space for recreational, open space and conservation purposes.

Comprehensive Plan Consistency: The proposed map amendment provides for long-term maintenance of natural plant and animal systems and species diversity in critical areas of the County through acquisition by State agencies that provide critical corridor linkages and management of resources consistent with County programs including open space for recreation and conservation purposes.

Financial Impact on Housing Affordability: This map change from Rural/Agriculture to Preservation does not affect the financial impact on housing affordability.

Levels of Service: The Alachua County Comprehensive Plan Capital Improvement Element (CIE) requires that public facilities and services needed to support development be available concurrent with the impacts of development and that issuance of a Certificate of Level of Service

Robert L. Norton
Sr Planner 352 374 5249

Compliance (CLSC) be a condition of all development orders. Per Policy 1.2.4 of the CIE of the Comprehensive Plan, the following LOS Standards have been adopted for various types of public facilities.

Traffic: The current Future land use designation for these properties is Rural/Agriculture which category allows up to 1 per 5 ac. The proposed FLU designation of Preservation limits uses to conservation for preservation of natural resources, consistent with management plans for the property, therefore the new proposed designation would translate into reduction in potential impact from current land use designation as will be the case for **Mass Transit, Water and Sewer, Drainage, Solid Waste,** and **Public Schools.**

STAFF RECOMMENDATION: Adopt CPA-06-11 to designate publicly owned parcels as Preservation on the Future Land Use Map 2030.

Bases:

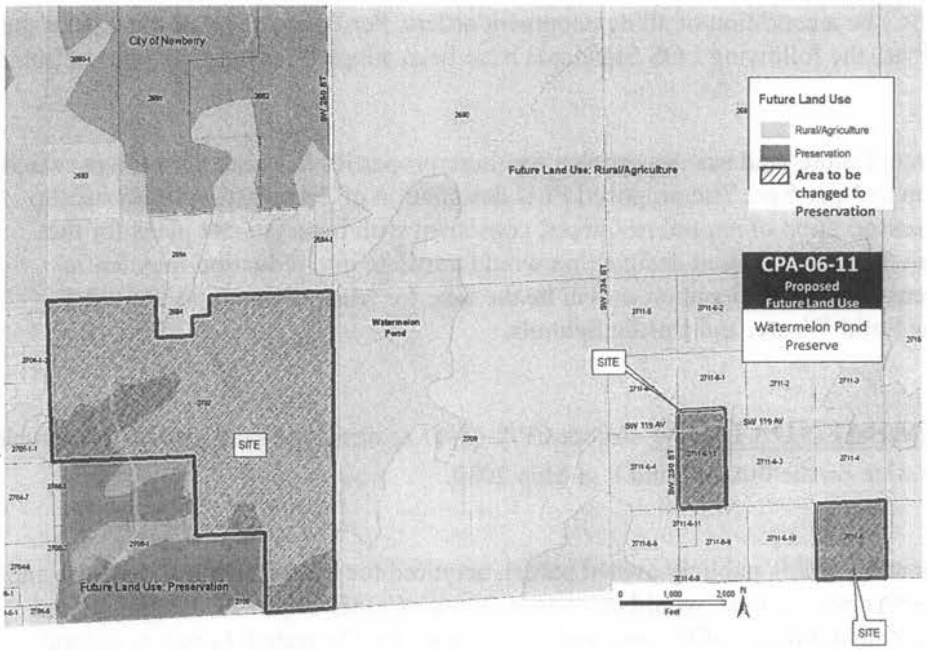
1. The designation of this publicly owned parcel, acquired for use as a natural resource and managed conservation land, would be consistent with COSE Objective 3.2 and related policies and the definition of Preservation Area/Land, i.e. "intended for use as natural reserves or managed conservation lands for the preservation of natural resources."

Attachments 'A'

Application CPA-06-09 (Large Scale Map Amendment) Request Initiated by the County to amend Future Land Use Map 2030 from Rural/Agriculture to Preservation for tax parcels 02711-006-000; 02707-000-000; and 02711-006-012 on approximately 520.16 acres owned by Alachua County Board of County Commissioners, and generally located in southwestern Alachua County between Archer and Newberry consisting of three separate three parcels: the Gladman (accessible from the Watermelon Pond County Park on SW 250th Street), Ferran and King tracts (accessible from SW 119th Avenue, and adjacent to the Ashton Biodiversity Research and Preservation Institute).

ALACHUA COUNTY
Office of Planning and Development Staff Report
Application Number CPA 06-11

Robert L. Norton
Sr Planner 352 374 5249



Change Future Land Use Map for parcels outlined in red hatching from Rural/Agriculture to Preservation.

Exhibit 1. Referenced Comp Plan Policies

Conservation and Open Space Element

1.1. CONSERVATION STRATEGIES

OBJECTIVE 1.1 Embrace multiple, diverse strategies for the conservation of natural systems in Alachua County.

Policy 1.1.1 The County shall promote the long-term maintenance of natural systems through a comprehensive approach that involves education, public participation, regulations, incentives, acquisition, intergovernmental coordination, and other appropriate mechanisms.

3.2. PRESERVATION LAND USE CATEGORY

OBJECTIVE 3.2: A preservation land use category shall be established to recognize and protect natural resources within publicly owned lands in Alachua County.

Policy 3.2.1 Preservation areas shall consist of publicly owned lands, including lands owned and

Robert L. Norton
Sr Planner 352 374 5249

managed by non-profit conservation organizations, which are intended for use as natural reserves or managed conservation lands for the preservation of natural resources in perpetuity.

Policy 3.2.2 *Preservation areas shall include but are not limited to:*

. . . .

1. Property acquired in fee or less than fee simple for preservation by federal, state, and local agencies, Water Management Districts, local municipalities, or Alachua County for use as natural reserves or managed conservation lands for the preservation of natural resources in perpetuity. The identification of less-than-fee properties as preservation areas will be based on the management goals and objectives for the property. This includes properties acquired or managed under programs such as Alachua County Forever, Florida Communities Trust, Save-Our-Rivers, and Conservation and Recreation Lands.

Policy 3.2.3 *A management plan shall be developed for each preservation area by the responsible public agency, in accordance with the following:*

1. The management plan shall include but is not limited to:

c. Documents and maps that identify the location of areas and natural resources to be preserved, including any protective buffers.

d. An assessment of the existing quality and characteristics of the natural resources to be preserved and/or restored.

a. A description of the goals and objectives for each site.

b. A description of all proposed uses, including existing and any proposed physical and access improvements.

a. A description of activities that will be performed to protect, restore, or enhance the natural resources to be preserved.

b. A set of schedules and assignments of responsibility for specific implementation activities to be performed as part of the management plan.

2. The management plan shall take into account the ownership interests of public and private entities and provide for protection of private ownership interests.

3. If a preservation area is subject to a conservation easement, the agreement for the conservation easement may serve as the management plan in the absence of a management plan.

4. The land shall be subject to the conservation policies of the Comprehensive Plan that are applicable to the resources within those areas.

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3.3. FUTURE LAND USE MAP

OBJECTIVE 3.3: Identify conservation and preservation areas on the Future Land Use Map.

Policy 3.3.1 The adopted Future Land Use Map shall identify wetlands, surface waters, wellfield protection areas, floodplains, soils, and preservation areas.

4.0 NATURAL RESOURCES

4.9 BIODIVERSITY

OBJECTIVE 4.9: Maintain and enhance plant and animal species diversity and distribution within Alachua County by protecting significant plant and wildlife habitats, providing for habitat corridors, and preventing habitat fragmentation.

Policy 4.9.1 A critical portion of each significant plant and wildlife habitat type in Alachua County shall be protected. Protection shall be accomplished using all available methods, including land acquisition, incentives and requirements for the provision of conservation or preservation areas, habitat corridors, greenways, and common open space.

4.10. STRATEGIC ECOSYSTEMS

OBJECTIVE 4.10: Protect, conserve, enhance, and manage the ecological integrity of strategic ecosystems in Alachua County.

6.0 LAND CONSERVATION PROGRAM

6.5 OTHER ACQUISITION PROGRAMS

OBJECTIVE 6.4: Coordinate with other programs for the acquisition and management of natural areas and open space for recreational, open space and conservation purposes.

Exhibit 2. Staff and Agency Recommendations

Environmental Protection Department: The Environmental Protection Department supports this application to amend the Future Land Use Map 2030 from Rural/ Agriculture to Preservation.

Public Works Department: The Public Works Department has no comments or concerns in regards to this request.

Fire/Rescue Services Department: The department has no comments or concerns with regard to this request.

OFFICE OF THE COMMISSIONER
(850) 488-3022

THE CAPITOL
400 SOUTH MONROE STREET
TALLAHASSEE, FLORIDA 32399-0800

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
COMMISSIONER ADAM H. PUTNAM

June 9, 2011

Alachua County, Department of Growth Management
Mr. Steven Lachnicht, AICP
Director of Growth Management
10 S.W. 2nd Ave., 3rd Floor
Gainesville, FL 32601-6294

Re: DACS Docket # --20110519-003-Alachua
Alachua County – Proposed Comprehensive Plan Amendment
Submission dated May 19, 2011

Dear Mr. Lachnicht:

The Florida Department of Agriculture and Consumer Services (the "Department") has reviewed the above-referenced proposed comprehensive plan amendment pursuant to the provisions of Chapter 163, Florida Statutes to address any potential adverse impacts to important state resources or facilities related to agricultural, aquacultural, or forestry resources in Florida if the proposed amendment(s) are adopted. Based on our review of your county's submission, the Department has no comment on the proposal.

If we may be of further assistance, please do not hesitate to contact me at 850-410-2291.

Sincerely,

Clay Martin
Senior Policy Analyst
Office of Policy and Budget

cc: Florida Department of Community Affairs

STATE OF FLORIDA

DEPARTMENT OF COMMUNITY AFFAIRS

"Dedicated to making Florida a better place to call home"

RICK SCOTT
Governor

BILLY BUZZETT
Secretary

June 9, 2011

RECEIVED
06-10-11
AC Growth Mgt.

The Honorable Lee Pinkoson
Chairman, Alachua County Commission
Board of County Commissioners
Post Office Box 2877
Gainesville, Florida 32602-2877

Dear Chairman Pinkoson:

The State Land Planning Agency (the Agency) has completed its review of the proposed comprehensive plan amendment for Alachua County (Amendment No. 11-2) which was received on May 10, 2011. We have reviewed the proposed amendment pursuant to Sections 163.3184(2) and (3), Florida Statutes (F.S.), and identified no comments related to important state resources and facilities that will be adversely impacted by the amendment if it is adopted.

The County is reminded that pursuant to Section 163.3184(3)(b), F.S., other reviewing agencies have the authority to provide comments directly to the County regarding these proposed amendments. These reviewing agency comments could form the basis for a challenge by this Agency.

If other reviewing agencies provide comments, we recommend that the County consider appropriate changes to the amendment based on those comments. If unresolved, such comments may form the basis for a challenge to the amendment after adoption. The County should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. Also, if the second public hearing is not held within 180 days of your receipt of the agency comments, and the timeframe is not extended by agreement, Section 163.3184(3)(c)1, Florida Statutes, provides that the amendment will be deemed withdrawn. For your assistance, we have attached procedures for adoption and transmittal of the comprehensive plan amendment.

2555 SHUMARD OAK BOULEVARD ♦ TALLAHASSEE, FL 32399-2100
850-488-8466 (p) ♦ 850-921-0781 (f) ♦ Website: www.dca.state.fl.us
♦ COMMUNITY PLANNING 850-488-2356 (p) 850-488-3309 (f) ♦ FLORIDA COMMUNITIES TRUST 850-922-2207 (p) 850-921-1747 (f) ♦
♦ HOUSING AND COMMUNITY DEVELOPMENT 850-488-7956 (p) 850-922-5623 (f) ♦

If you have any questions, please call Mark Yelland, AICP, Principal Planner, at (850) 922-1790, or by email at mark.yelland@dca.state.fl.us.

Sincerely,

Anastasia Richmond
Regional Planning Administrator

AR/myp

cc: Steven Lachnicht, AICP, Director, Alachua County Growth Management
Scott Koons, AICP, Executive Director, North Central Florida Regional Planning Council

FLORIDA DEPARTMENT OF EDUCATION

STATE BOARD OF EDUCATION

KATHLEEN SHANAHAN, Chair
ROBERTO MARTÍNEZ, *Vice Chair*

Members

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DR. AKSHAY DESAI
MARK KAPLAN
JOHN R. PADGET

John L. Winn
Commissioner of Education

Just Read, Florida!

June 15, 2011

Mr. Steven Lachnicht, AICP
Director of Growth Management
Alachua County
10 S.W. 2nd Ave., 3rd Floor
Gainesville, Florida 32601-6294

Dear Mr. Lachnicht:

Re: Alachua County 11-2 (Expedited State Review)

Thank you for the opportunity to review the proposed Alachua County 11-2 amendment package, which the Florida Department of Education received on May 18, 2011. Because none of the amendments appears to affect public school capacities, facilities, or sites, I offer no comment on behalf of the department.

Again, thank you for the opportunity to review and comment.

Sincerely,

Tracy D. Suber
Educational Consultant-Growth Management Liaison

TDS/

cc: Mr. Terry Tougaw, Alachua County Public Schools
Ms. Valerie James, DCA

THOMAS H. INSERRA
DIRECTOR, OFFICE OF EDUCATIONAL FACILITIES

325 W. GAINES STREET • SUITE 1014 • TALLAHASSEE, FLORIDA 32399-0400 • (850) 245-0494 • FAX (850) 245-9304
www.fldoe.org

September 27, 2011 Regular BoCC Meeting
Agenda Item #29

Title
ULDC Text Amendment to amend the Outdoor Lighting requirements for Educational Facilities (Amended)

Amount
N/A

Description
A request by Causseaux, Hewett, and Walpole, Inc. to amend Alachua County Unified Land Development Code Chapter 407, Article 7, Educational Facilities, to revise the standards for Outdoor Lighting

Recommendation
Convene as the Land Development Regulation Commission and find the proposed text amendment as proposed by Staff consistent with the Alachua County Comprehensive Plan and reconvene as the Board of County Commissioners to adopt the proposed text amendement, as proposed by Staff

Alternative(s)
1. Convene as the Land Development Regulation Commission and find the text amendment as proposed by the applicant consistent with the Alachua County Comprehensive Plan and reconvene as the Board of County Commissioners Adopt the amendment as proposed by the applicant 2. Do not adopt the amendment and provide direction to Staff

Requested By
Chris Dawson, AICP, Planner

Originating Department
Growth Management

Attachment(s) Description
Staff Report, Staff Presentation, Current ULDC Chapter 404, Article 7, Ordinance

Documents Requiring Action
Ordinance 11-

Executive Summary
The subject application is a request to amend the Alachua County Unified Land Development Code to revise the Outdoor Lighting Requirements for Educational Facilities in Chapter 404, Article 7. The application was submitted concurrently with ZOS-07-11 which proposes removing the existing lighting requirements for the Oak Hall Private School so that the school need only meet the requirements of the ULDC. Changing the requirements in the ULDC would affect all Educational Facilities in unincorporated Alachua County, including both public and private educational facilities. Currently, the ULDC does not allow for an Educational Facility to provide for less restrictive standards for Outdoor Lighting than those that are in the ULDC.

Background
Section 404.34(b)3 currently reads as follows: Any lighting installed for sports facilities or parking areas shall utilize flat glass lenses and house side shields. Illumination levels at any point on the property line adjacent to a residential area shall not exceed 0.5 footcandles. A photometric lighting plan, including specifications for fixtures, shall be required as part of any development plan. In the justification report submitted with the application, the applicant notes that "many public and private schools are located

adjacent to residential neighborhoods" and that "these institutions can no longer achieve the legacy illumination standard due to required safety standards for illuminating athletic and parking facilities." Currently, Staff is in the process of evaluating the overall lighting standards in the ULDC. As part of the current update of the ULDC, Staff will be proposing to revise the ULDC to provide a single location for Outdoor Lighting standards, as well as revised standards for outdoor lighting. While the standards proposed by the applicant may produce some better lighting, Staff is not prepared to alter the requirements for all Educational Facilities. Instead, in order to allow for the intent of the proposed application to allow for different lighting standards for Oak Hall Private School, Staff proposes to amend the ULDC as follows.

Issues
Should the Unified Land Development Code allow existing lighted Educational Facilities to install new lighting that does not meet the standards for new facilities.

Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachment: ULDC_EducationalFacilities.pdf
Attachment: ULDCOakHallLightingSRComplete.pdf
Attachment: ULDCEFOutdoorLighting.pptx
Attachment: ULDCEFOutdoorLighting.pdf
Attachment: ULDCLightingOrdinance.pdf

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS

ORDINANCE 11-14
(Unified Land Development Code Amendment)

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY FLORIDA AMENDING THE UNIFIED LAND DEVELOPMENT CODE IN THE ALACHUA COUNTY CODE OF ORDINANCES, PART III, RELATING TO THE REGULATION OF THE USE AND DEVELOPMENT OF LAND IN THE UNINCORPORATED AREA OF ALACHUA COUNTY, FLORIDA; INCLUDING AN AMENDMENT TO CHAPTER 404 USE REGULATIONS ARTICLE 7 EDUCATIONAL FACILITIES SECTION 404.34.3 GENERAL STANDARDS OUTDOOR LIGHTING; PROVIDING A REPEALING CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE AND CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL CONSTRUCTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Alachua County, Florida, is authorized, empowered and directed to adopt land development regulations to implement the Comprehensive Plan and to guide and regulate the growth and development of the County in accordance with the Community Planning Act (Section 163.3161 et seq.,) Florida Statutes; and

WHEREAS, the Board of County Commissioners of Alachua County adopted its 2011-2030 Comprehensive Plan, which became effective on July 22, 2011; and

WHEREAS, the Board of County Commissioners of Alachua County adopted its Unified Land Development Code, which became effective on January 30, 2006; and

WHEREAS, the Board of County Commissioners of Alachua County, Florida, wishes to make amendments to the Alachua County Code of Ordinances Part III, Unified Land Development Code, relating to development of land in Alachua County; and

e. An alternative lighting plan for existing sports facilities with existing lighting may be proposed as part of a Special Use Permit, if required above, or as part of a Special Exception for locations that do not require a Special Use Permit. An alternative lighting plan shall include the following:

i. A demonstration that the facility cannot be adequately lit while meeting the standards above.

ii. Illumination levels at the property line no greater than the existing illumination levels. Illumination levels shall be measured at ground level.

iii. A reduction in glare compared to the existing installed fixtures by ensuring that perceived luminance at the property line measured at five (5) feet above the ground does not exceed existing levels.

iv. Fixtures that include house side shields.

v. A photometric plan demonstrating the existing conditions of lighting for outdoor recreational facilities, including the location, type and mounting height of existing fixtures, as a calculation of illumination levels at the property line spaced at 10 feet intervals, actual photometric readings that support the calculation of existing illumination levels.

vi. A photometric plan that includes the location, type and mounting height of all proposed fixtures, as well as a calculation of

after enactment by the Board of County Commissioners, and shall take effect upon filing with the Department of State.

DULY ADOPTED in regular session, this 27th day of September, 2011.

BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA

ATTEST:

By: _____
Lee Pinkoson, Chair

_____
J. K. Irby, Clerk

APPROVED AS TO FORM

_____
County Attorney

(SEAL)

APPROVED AS TO CONTENT

_____
Steven Lachnicht, Director
Growth Management

Article 7 Educational Facilities

404.34 Educational Facility, Public or Private

Where educational facilities may be allowed as a limited use or special use permit, the following standards shall apply. The determination of whether a facility is a limited use or requires a special use permit depends on the future land use designation of the property, based on Table 404.34.1 below.

(a) Location

1. Public educational facilities

Public educational facilities shall be allowed either as a limited use or by special use permit in all zoning districts except C-1, RM-1, BW, ML, MS, MP, and MB subject to the requirements of Table 404.34.1 below.

2. Private educational facilities

Private educational facilities shall be allowed either as a limited use or by special use permit in all zoning districts except C-1, RM-1, BW, ML, MS, MP, and MB subjects to the requirements of Table 404.34.1 below.

Table 404.34.1
Educational Facilities and Future Land Use Categories

Future Land Use Designation	Public	Private
Low Density Res.	L	SU
Medium Density Res.	L	L
Medium-High Density Res.	L	L
High Density Res.	L	L
Office	SU	L
Commercial	SU	L
Light Industrial		
Heavy Industrial		
Institutional (in Urban Cluster)	L	L
Institutional (not in Cluster)	SU	L
Estate Res.		
Rural/Ag	SU[1]	SU[1]
Rural Cluster	SU	SU
Rural Employment Center	SU	SU
Recreation		
Conservation		
Preservation		
Tourist Entertainment		

[1]New private educational facilities are allowed in the Rural/Ag land use only as accessory uses to government buildings or facilities, civic organizations or places of worship.

3. Facilities in Activity Centers and Special Area Studies

Educational facilities with any land use category designated within activity centers or special area studies shall be allowed as a limited use subject to specific policies within the Comprehensive Plan and the activity center implementing master plans or special area plans located in Chapter 405 of this ULDC.

(b) General Standards

The following standards shall apply to all educational facilities.

1. Accessibility

a. Sites for all schools shall be located on publicly maintained paved roads.

b. Direct access to middle and senior high schools shall be available from a collector or arterial road.

c. All schools shall be linked with surrounding residential areas by bikeways and sidewalks.

d. All schools shall be designed to accommodate public bus transportation and/or other means of public transit.

2. Minimum Setbacks

All buildings shall comply with the yard and setback requirements of the district in which they are located; and, in no case shall be less than 25 feet on the front, 20 feet in the rear, and 10 feet on interior side, and 25 feet on street side.

3. Outdoor Lighting

Any lighting installed for sports facilities or parking areas shall utilize flat glass lenses and house side shields. Illumination levels at any point on the property line adjacent to a residential area shall not exceed 0.5 footcandles. A photometric lighting plan, including specifications for fixtures, shall be required as part of any development plan.

4. Vehicular Circulation

In addition to the requirements of Chapter 402, Article 2, an applicant shall provide a vehicular circulation plan, showing onsite queuing and circulation, vehicle stacking, drop-off areas and interior roads, based upon the location of and number of patrons that utilize the facility.

(c) Additional Requirements for Private Educational Facilities

In addition to the standards specified above, the following standards shall apply to all private educational facilities.

1. Hours of Operation

No activities shall be conducted on-site between the hours of 11:00 PM and 6:00 AM unless approved otherwise as part of a special use permit.

2. Additional Buffering

All private facilities shall meet the landscape buffer requirements in Article 4, Landscaping, of Chapter 407. For facilities serving 100 or more students, a minimum 25-foot wide medium-density buffer shall be maintained along any boundaries adjacent to residential areas or as required by Chapter 407, whichever is greater.

Alachua County
Office of Planning and Development Staff Report

ULDC – Educational Facility Lighting

Staff Contact: Chris Dawson, Planner
352-374-5249

Board of County Commissioners

Hearing Date: September 27, 2011

SUBJECT: A request for an amendment to the Alachua County Unified Land Development Code to modify the Outdoor Lighting requirements for Educational Facilities in Chapter 404, Article 7

APPLICANT/AGENT: Causseaux, Hewett, & Walpole, Inc.

APPLICATION HISTORY:
Application Submitted: 8/31/2011
Incomplete Application Notification: 9/1/2011
Revised Application Submitted: 9/2/2011
Request for Additional Information: 9/6/2011
Additional Information Submitted: 9/8/2011
Staff Report Released: 9/14/2011
BoCC Public Hearing: 9/27/2011

STAFF RECOMMENDATION: Approval with bases in report.

Analysis of Request

Background

The subject application is a request to amend the Alachua County Unified Land Development Code to revise the Outdoor Lighting Requirements for Educational Facilities in Chapter 404, Article 7. The application was submitted concurrently with ZOS-07-11 which proposes removing the existing lighting requirements for the Oak Hall Private School so that the school need only meet the requirements of the ULDC. Changing the requirements in the ULDC would affect all Educational Facilities in unincorporated Alachua County, including both public and private educational facilities. Currently, the ULDC does not allow for an Educational Facility to provide for less restrictive standards for Outdoor Lighting than those that are in the ULDC. The Oak Hall Private School Special Use Permit was adopted prior to the current ULDC language, but substantially mirrors the current requirements of the ULDC.

Section 404.34(b)3 currently reads as follows:

> Any lighting installed for sports facilities or parking areas shall utilize flat glass lenses and house side shields. Illumination levels at any point on the property line adjacent to a residential area shall not exceed 0.5 footcandles. A photometric lighting plan, including specifications for fixtures, shall be required as part of any development plan.

In the justification report submitted with the application, the applicant notes that "many public and private schools are located adjacent to residential neighborhoods" and that "these institutions can no longer achieve the legacy illumination standard due to required safety standards for illuminating athletic and parking facilities." The standards proposed in the application are:

> Any lighting installed for sports facilities or parking areas shall adhere to the following standards:
>
> > i. To minimize sports facilities lighting adverse off-site impacts, mounting heights shall be established to achieve a minimum lighting fixture angle of twenty-five degrees down from horizontal.
> >
> > ii. Provide automatic and/or telephonic control system to enforce shut-off sports facilities lighting by 11:00 PM. On-site manual and/or telephonic control system shall also be provided to allow for the lights to be turned on or off at will (before curfew) to assure that only active and/or desired areas are lighted.
> >
> > iii. Where applicable, the installed sports facility lighting shall not be used for parking area tasks. Parking areas shall be lighted by separate

luminaires not associated with field illuminance needs. All such parking area lighting fixtures shall be fully shielded and installed such that no direct light is emitted above the horizontal plane. Total parking area lighting lumens shall be reduced by at least 30% or extinguished by 11:00 PM.

iv. Application Efficiency: The lighting system shall achieve a minimum Application Efficiency of 30 lumens per watt, calculated per the following formula:

"Target Area" defined as the net area within the prescribed game boundary lines of the sports field and/or sports court.

v. Specifications for fixtures, shall be required as part of any development plan.

Staff Analysis of Request

In reviewing the proposed change for the ULDC, Staff has reviewed the outdoor lighting regulations of numerous other municipalities and counties throughout the country, as well as subject papers from the International Dark Sky Association, the Fairfax County, Virginia Park Authority, and various internet resources for understanding lighting concepts. The lighting field includes complex concepts and, often, competing interests.

The existing standards in Section 404.34(b)3 are similar to many other municipalities and counties throughout Florida and the country. The requirement for utilization of flat glass lenses and house side shields are easy to evaluate from the specification sheets provided by manufactures and provide for a limited mechanism of controlling spill light. The requirement for illuminance levels of 0.5 fc at the property line of residential properties is also well accepted in other land development regulations, though Staff notes that many examples of lower levels were also in evidence throughout the country. Illuminance levels are also relatively easy for Staff to review on a photometric plan, as a lighting engineer simply produces a sheet that shows the values produced by a given lighting setup. However, it is not possible for Staff to evaluate whether the calculation of illuminance is correct, or what variables may have been altered in producing the photometric plan. At the current time, Staff relies on the engineer that produces a lighting plan to certify their work.

As one might notice, the existing regulations for outdoor lighting of Educational Facilities do not address glare. This is, partly, because there is no standard measurement for the evaluation of glare. Many variables affect whether an individual observer will perceive a lighting source to cause glare, including mounting height and angle, intensity of the light source, distance to the observer, and source-to-background contrast ratio. The

applicant's proposed language includes regulations that may more adequately address glare, but eliminates the County's current standard for spill light.

Currently, Staff is in the process of evaluating the overall lighting standards in the ULDC. As part of the current update of the ULDC, Staff will be proposing to revise the ULDC to provide a single location for Outdoor Lighting standards, as well as revised standards for outdoor lighting. While the standards proposed by the applicant may produce some better lighting, Staff is not prepared to alter the requirements for all Educational Facilities. Instead, in order to allow for the intent of the proposed application to allow for different lighting standards for Oak Hall Private School, Staff proposes to amend the ULDC as follows.

a. Outdoor Lighting for sports facilities shall not be used to light parking or pedestrian areas.
b. Any lighting installed for sports facilities ~~or parking areas~~ shall utilize flat glass lenses and house side shields.
c. Illumination levels at any point on the property line adjacent to a residential area shall not exceed 0.5 footcandles.
d. A photometric lighting plan, including specifications for fixtures, shall be required as part of any development plan.
e. An alternative lighting plan for existing sports facilities with existing lighting may be proposed as part of a Special Use Permit, if required above, or as part of a Special Exception for locations that do not require a Special Use Permit. An alternative lighting plan shall include the following:
    i. A demonstration that the facility cannot be adequately lit while meeting the standards above.
    ii. Illumination levels at the property line no greater than the existing illumination levels. Illumination levels shall be measured at ground level.
    iii. A reduction in glare compared to the existing installed fixtures by ensuring that perceived luminance at the property line measured at 5 feet above the ground does not exceed existing levels.
    iv. Fixtures that include house side shields
    v. A photometric plan demonstrating the existing conditions of lighting for outdoor recreational facilities, including the location, type and mounting height of existing fixtures, as a calculation of illumination levels at the property line spaced at 10 feet intervals, actual photometric readings that support the calculation of existing illumination levels.
    vi. A photometric plan that includes the location, type and mounting height of all proposed fixtures, as well as a calculation of illumination levels spaced at 10 ft. intervals

and demonstration of perceived luminance at the property line.

The language proposed by Staff allows for alternate standards to be applied to existing facilities. However, the intent of the language is to ensure that any facility that is revised includes lighting that will reduce the impact on adjacent properties, even if it does not meet the standard established for new facilities. The proposed language requires that light spill, identified as illumination levels at the property line, will be reduced from an existing facility's current levels. Additionally, the alternate lighting plan requires that new lighting reduce glare at the property line. As proposed by Staff, a photometric plan would be required to demonstrate that these standards are met. By varying fixture heights and installation angles, a lighting engineer can determine the perceived intensity at the property line.

This approach to treating existing Educational Facilities differently than new facilities is consistent with the Comprehensive Plan. Policy 5.3.8 of the Future Land Use Element indicates that existing schools in Alachua County shall be considered consistent with the Comprehensive Plan. The language proposed by Staff acknowledges that recreational facilities associated with existing schools are consistent. Further, the language ensures that Education Facilities that wish to upgrade the outdoor lighting may be constrained by their existing layout. Thus, Staff has proposed language that will allow existing facilities to upgrade their lighting systems to provide for both better facilities and reduced impacts on surrounding properties. The proposed language is consistent with the Policies of the Comprehensive Plan.

Section 402.113 of the ULDC identifies the criteria that a Special Exception must meet to be considered for approval by the Board of County Commissioners. Section 402.124 identifies identical criteria for approval of Special Use Permits. Part (c) of both sections indicates that a proposed use shall not adversely affect the health, safety, and welfare of the public. Further, part (d)4 of both sections indicates that a Special Use Permit or Special Exception make satisfactory provisions and arrangements for noise, glare or odor effects. As proposed by Staff, the language would require that an Educational Facility demonstrate improved conditions for surrounding property owners for illumination levels and glare. Therefore, the proposed language supports the intent of the ULDC.

Staff Recommendation

Staff recommends approval of the Text Amendment to the Unified Land Development Code to modify the Outdoor Lighting Standards for Educational Facilities contained in Chapter 407, Article 7.

Attachments:

Exhibit 1 – Fairfax County, Virginia Park Authority, Whitepaper Athletic Field Lighting and Control of Obtrusive Light Pollution

Alachua County
Office of Planning and Development Staff Report

Exhibit 1: Fairfax County, Virginia Park Authority, Whitepaper Athletic Field Lighting and Control of Obtrusive Light Pollution

White Paper - Final Draft

Athletic Field Lighting and Control of Obtrusive Light Pollution

Fairfax County Park Authority

July 2010

Athletic Field Lighting and Control of Obtrusive Light Pollution

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White Paper - Final Draft

Athletic Field Lighting and Control of Obtrusive Light Pollution

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Introduction

In 2003 Fairfax County issued a new Outdoor Lighting Ordinance as a sub-section of its Zoning Ordinance. In their 2003 Annual Report on the Environment, the Environmental Quality Advisory Council recommended that the Board of Supervisors ensure that "...the Fairfax County Park Authority fully comply with the new ordinance and consistently follow the recommendations of the Illuminating Engineering Society of North America." As a result of significant advancements in athletic field lighting technology, the Park Authority commissioned a study to analyze the issues related to athletic field lighting. This study resulted in the development of the Park Authority's Performance Outline Specifications for Athletic Field Lighting Systems that were implemented in November 2006. In their 2007 Annual Report on the Environment, EQAC commented that the issue of glare was not adequately addressed in the specifications. In response to EQAC's recommendations, the Park Authority commissioned a "White Paper" to clarify issues and limitations related to the measurement and control of glare. The Fairfax County's Board of Supervisors requested the Park Authority to work with EQAC and the Department of Planning and Zoning (DPZ) to clarify this issue.

The following discussions of the "Response of the Human Eye to Light," and "Issues and Problems Controlling Light Pollution" has been prepared in cooperation with the Fairfax County Environmental Quality Council (EQAC); the Fairfax County Department of Planning and Zoning (DPZ); and input from DMD Associates Ltd., Consulting Engineers; Dr. Ian Lewin, President, Lighting Sciences, Inc.; and SWSG, PC, Consulting Engineers.

Overview

Light pollution is a general term used to describe light output, primarily from exterior (outdoor) sources, that is excessive in amount and/or that causes harmful glare to be directed into residential neighborhoods or into the path of vehicular or pedestrian travel. Light pollution is thus both a safety issue and a quality of life issue. With the increasing urbanization of Fairfax County, outdoor lighting and light pollution in its many forms have become pressing issues to our communities. In the past, Fairfax County had some regulations regarding exterior lighting, but they were minimal and out of date. A major effort was undertaken in 2002 to write a totally new and modern Outdoor Lighting Zoning Ordinance Standard that took into account the numerous advances that had been made in lighting technology in recent years. This highly successful effort utilized a number of workshops, in which several county agencies, EQAC, and local experts participated, and came to fruition in the summer of 2003 with the adoption of the new Zoning Ordinance Outdoor Lighting Standards. The new standards are regarded by experts in the outdoor lighting community as being one of the best in the mid-Atlantic region and has been cited and largely copied by localities in Connecticut, New York, Illinois and California.

However, there were a few technical areas at that time that could not be adequately addressed by the new standards, since suitable standards and convenient measurement technology were not available. This report will focus on these areas.

The Fairfax County Park Authority and the Fairfax County Public Schools are the two largest providers of lighted recreational facilities and sports fields in the county. Parks and schools by their very nature are usually located in the midst of residential communities where the outdoor lighting, if inadequately designed, can have a serious impact on the surrounding residents. Schools, particularly high schools, often have sports practice sessions extending into the early evening hours and games that begin after the dinner hour and run into the later evening hours. In addition, schools of all categories often have "security" lights that burn from dusk to dawn, although they could perhaps be better served by motion-detector activated lights. Our park and school systems, faced with increasing demand for team athletic facilities, will necessarily have to turn to synthetic turf and lighting during the evening to enable greater utilization of its existing fields. It is the responsibility of both organizations to utilize the best designs and equipment in addressing the increased demand. It is the vision of the Park Authority to enhance our community's quality of life. To do less would un-necessarily and unfairly impact the surrounding neighborhoods and diminish both property values and quality of life.

Definitions and Terminology

In order to clarify the concepts and information presented in this document, we must repeat much of the lighting terminology and definitions from the original 2005 *Athletic Field Lighting Technical Report*. In some cases the information has been simplified to better explain the definitions. Definitions and terminology are listed below.

Lumens

An electric lamp produces radiant energy (luminous flux) in the form of light. This "luminous flux" is expressed in lumens (lm). The lumen is the unit that quantifies the total amount of light emitted by a source. This unit is typically used to rate the light output of lamps. For example, the flame of a candle generates about 12 lumens. A standard 60 Watt incandescent lamp is rated at 890 lumens. A typical 1500 Watt lamp used for sports lighting is rated at 155,000 lumens.

Luminous Intensity (Candela)

Sports lighting fixtures (and many other fixtures, as well) use reflectors to concentrate the luminous flux from a lamp in a specific direction. This concentration of the luminous flux in a given direction represents the fixture's intensity in that direction. Intensity is also commonly termed "candlepower". The candela (cd) is the unit used to measure the intensity of light at a given angle. The familiar candle flame generates one candela in all directions. The candle is actually the historical basis for defining the candela. Designers are able to describe the intensity of a light in a given direction by determining the candelas from standard test reports.

Illuminance

Illuminance is the amount of light falling on a given surface; the more lumens that fall on the surface, the higher the illuminance. The unit of illuminance is expressed in foot-candles (fc) or lux (lx). A foot-candle is defined as one lumen uniformly distributed over an area of one square foot whereas a Lux is one lumen over a square meter. Illuminance is inversely proportional to the square of the distance between the light source and the surface. That is, the farther the surface intercepting a beam of light is away from the light source, the lower the illuminance.

Luminance

Luminance is a measure of luminous intensity reflected towards the eye per unit area of a diffuse surface. What the eye sees is related to luminance, and is expressed in candela per meter squared (cd/m^2). For small sources at a large distance, however, the eye does not see luminance, but rather source appearance which is based on its intensity.

Brightness

The brightness of a source is the human subjective effect produced by its luminance. The term brightness is also used to describe the general or ambient perceived light level of an outdoor area.

The proper definition of "brightness" is "perceived luminance." That is, it is the luminance, or intensity per unit area, that creates a sensation on the retina. Actually, it is quite similar in meaning to luminance, but is affected by variables such as pupil size.

The area of a light source viewed at a reasonably short distance produces discomfort glare. However, when a small source is viewed from a considerable distance, its area has no effect on

the eye; it is perceived as a point source and thus its area has no meaning. The perception of such sources therefore is by intensity only.

Source Intensity

This defines the intensity of the lighting source(s) and is measured in candelas. It is an effective method of both calculating and measuring off-site light trespass impact. The concept of source intensity is defined further in *CIE 150:2003 Guide on the Limitation of the Effects of Obtrusive Light from Outdoor Lighting Installations*. Table 2.1 Environmental Lighting Zones and Tables 2.3 Maximum Values of Intensity of Luminaries give suggested values for source intensity.

Spill Light

Spill light is any amount of light that falls beyond the area that is being illuminated. Spill light is also known as light trespass. Spill light is measured and expressed in fc or lux, and is usually measured and calculated in the vertical plane at the edge of residential property lines at 5' above grade or horizontally at 3' above grade at the property line.

Glare

The IESNA defines glare as "the sensation produced by luminance within the visual field that are sufficiently greater than the luminance to which the eyes are adapted, which causes annoyance, discomfort, or loss in visual performance and visibility. The magnitude of the sensation of glare depends on such factors as the size, position, and luminance of a source, the number of sources, and the luminance to which the eyes are adapted." The IESNA definition does not take into account the source-to-background contrast ratio or the very recent discoveries of melanopsin and pupilary control mechanisms in the eye.

Response of the Human Eye to Light

To put other sections of this report in proper context and introduce some useful terminology, it is helpful to briefly review how the human eye perceives and reacts to light. The eye works very much like a camera with an iris diaphragm that controls the amount of light reaching the interior of the eye. The iris is followed by the lens that brings the light to a focus on the retina, which is the matrix of sensory cells that convert the light into electrical signals going to the brain. The various cells of the retina of the eye contain what are called visual pigments. These pigments, in the fully dark-adapted condition, are complex proteins consisting of two linked components. The pigments respond to light by "bleaching" (actually the dissociation of the two protein moieties). The brighter the light, the greater is the bleaching and the longer the regeneration time. The greater the bleaching, the lower is the sensitivity of the retinal cell. The retina contains three types of sensory cells:

- The rods are most numerous toward the periphery of the retina and contain the visual pigment rhodopsin. They are useful primarily in quite low light and provide monochromatic images (i.e., objects are perceived as dim in relatively dark shades of gray).

- Three types of cones, mostly concentrated in the central portion of the retina, provide color vision. They contain respectively photopsin I (erythrolabe), photopsin II (chlorolabe), and photopsin III (cyanolabe). Their peak sensitivities are in the red, green, and blue portions of the spectrum just like the sensor chip in a digital camera. (George Wald received the 1967 Nobel Prize in Medicine for his work on the three kinds of cone photopsins.)

- The spidery retinal ganglion cells contain the visual pigment melanopsin. These cells perform two different functions: (1) control of the size of the pupil of the eye in response to light, and (2) as the control that resets the body's day-night cycle clock. Prolonged exposure of melanopsin to bright lights during normally dark periods of the evening can result in significant disturbances of the sleep-wake cycle. The pigment melanopsin was discovered in 1998 by Ignacio Provencio (now faculty at the University of Virginia). Soon thereafter exploratory work on the functions of this pigment was undertaken by David Berson and his graduate students at Brown University. Major findings announced in 2002 and 2005 showed that in addition to control of the constriction of the pupil in response to light the pigment of these cells is the sensor that controls the setting of the circadian clock which in turn regulates many of the physiological functions of the body. In addition to its importance in the vertebrate animals, melanopsin has now been found to have importance in a number of invertebrates, as well.

Issues and Problems in Controlling Light Pollution

The main issues and problems of light pollution resulting from athletic field lighting may be summarized as follows:

Light Trespass

Light trespass is a term of relatively recent origin and denotes (1) light that spills beyond the boundaries of one property onto the surfaces of another, thereby producing unwanted illumination of it, and (2) glare that is generated by sources on one property that lie within the normal field of view of the occupants of another property. Increasingly, such light intrusions are being regarded as trespass violations every bit as serious as physical trespass of a person onto the property of another. Problems of illumination encroaching on adjacent properties are nearly always due to poor design and/or control of outdoor lighting such that surfaces on the adjacent property are illuminated by unwanted light. This problem can be readily avoided by the selection of proper fixtures, intensity levels and the use of timers and various sensors/controllers.

When light crosses property lines it can detract from the property value and quality of life of those whose property it is improperly directed. It can be a particularly objectionable problem when obtrusive recreational or commercial lighting is immediately adjacent to residential neighborhoods (or when a homeowner uses inappropriate fixtures, light levels and lighting duration, often in the interest of "security").

Lighting engineers often refer to light that trespasses across property lines to illuminate parts of an adjacent property as "spill light".

Glare

Glare is generally understood as excessive brightness occurring in the normal field of view. This indicates that the perception of glare results from an individual facing toward the light source so that the light from it directly enters the eye. In this way glare differs from spill light where the individual is not directly facing the source but is seeing the illumination of objects receiving light from it. Thus, the same light source (bulb/lamp) can produce both spill light and glare but the perception depends on whether the light rays enter the eye directly or illuminate an object which is viewed.

Glare, as defined by the Illuminating Engineering Society of North America (IESNA), falls into three main categories, which represent a difference of degree rather than a difference of kind:

Nuisance or annoyance glare – Nuisance glare diverts one's attention away from the activity of interest to the intrusive light source and results in complaints such as, "The light is shining in my window."

Discomfort glare – Discomfort glare may not necessarily reduce the ability to see an object, but it produces a sensation of discomfort due to high contrast or non-uniform distribution of light in the field of view.

Disability glare – Disability glare (sometimes less accurately referred to as veiling luminance) is caused by an overly bright light source that shines directly into one's eyes and is dangerous because it is blinding (i.e., it totally overloads the eye's light sensor cells by causing excessive bleaching of the visual pigments which in turn causes very long regeneration times). Some of the new high intensity automobile headlamps are examples of this level of glare source.

Glare may be a significant problem that seriously impairs both safety and quality of life. Glare can be a serious safety hazard (for example for drivers and pedestrians) in that it demands attention since one's eyes are naturally attracted to bright light, and at night this destroys the eye's dark adaptation (i.e., the eye's sensitivity to lower light levels). Dark adaptation is due to restoration of the linkage of the two protein components of the visual pigments. Quality of life is adversely impacted by obtrusive lighting by commercial establishments; and selection of inappropriate fixtures for exterior residential lighting, and outdoor lighting at some public facilities, such as park and school recreation fields. High intensity lights and their placement as used to adequately illuminate recreational fields in parks and at school properties is a unique concern. Glare and excessive illumination (which, as noted above, are two separate problems) when cast into surrounding residential neighborhoods not only detract from the quality of life but can make it difficult for pedestrians and homeowners to see their surroundings. Recent installations of athletic field lighting in parks that use current lighting technology have vastly reduced the impact of glare and excessive illumination over older, non-cut-off lighting.

Both spill and glare may be present in a given situation. Illumination, that is, the amount of light energy falling on a surface, is readily measured by simple hand held instruments and is expressed in foot candles. The County's current Outdoor Lighting regulations do not provide for a maximum allowable footcandle standard at a property line, although the Park Authority uses a maximum of 0.5 footcandles as an acceptable maximum limit for illumination at the property lines that border their facilities. Recent lighting installations at our county parks are consistently meeting the standard for spill light and the design specifications which follow in this document ensure that this will continue to be the case. It is noted that prior to the adoption of the current Outdoor Lighting Standards, the County's Zoning Ordinance contained a provision that prohibited illumination in excess of 0.5 footcandles at the property line of a residentially zoned

property. The recently adopted Outdoor Lighting Standards shift the focus of prevention/protection from illumination limits at a property line to the more pertinent, and complex issue of glare. The more recent standards for outdoor are geared toward preventing or reducing spill and glare, primarily by requiring that lighting fixtures incorporate appropriate shielding. These standards include a requirement that a Sports Illumination Plan (SIP) be submitted for all outdoor recreation facilities that include illuminated playing fields and/or courts that individually or cumulatively exceed 10,000 square feet in area, and/or have light poles that exceed 20 feet in height. The SIP submission requirement is designed to ensure that on-field and near-field lighting is maintained at appropriate levels and that all field/court lighting fixtures are either full cut-off or directionally shielded. The SIP also requires that on-site lighting fixtures that are not used for field/court lighting be full cutoff.

Glare or excessive brightness is a more complex and difficult-to-measure phenomenon. It is experienced when the light producing source (the bulb/lamp) is directly visible, but also depends on the luminance (brightness) of the source and on the contrast between that source and the surrounding background. For example, even a very bright light source viewed against a daytime sky doesn't seem particularly glaring or objectionable, but the same source viewed against a fully dark night sky is very objectionable and seems so bright as to be almost painful. One of the problems in addressing this kind of light trespass, or more properly glare trespass, is that there have not been good standards for acceptable limits, and instruments to measure this kind of glare are necessarily complex and difficult to operate.

Glare experienced from high-intensity sources, like those used to light athletic fields, is a result of the source-to-background contrast ratio. A typical field lighting fixture seen against a very dark sky seems very intense and intrusive, but if seen against a day time sky seems hardly noticeable. One can also readily see this by viewing a full moon at 2:00 or 3:00 a.m. when it appears as an intense disc so bright that it shows few features and will actually cast shadows. However, the same moon viewed at 9:00 or 10:00 a.m. is a very pale appearing disc with only slight contrast against the daylight sky and shows an extensive array of features. This effect is due to the great difference in contrast with the background against which it is viewed. The mathematical difference between the source and the background is known as the source-to-background contrast ratio. Unfortunately this is a fundamental law of nature over which there is no control.

Limits on Management and Control of Glare

Glare is recognized as a significant and pervasive problem, but one that for which there are very limited solutions. The Fairfax County Park Authority has attempted to address public demand for sports field availability by installing synthetic turf and lighting to increase the hours of availability of existing sports fields. Being aware that it bears a special responsibility to ensure that such lighting systems minimize adverse impact on adjacent residential neighborhoods it has continued to seek ways to avoid such impacts. It has been suggested that the problem of glare could be relatively easily solved by installing "full cut-off", i.e., fully shielded light fixtures, or in some cases using supplementary shielding panels, to prevent glare trespass onto adjacent residential properties. Indeed, the International Dark-Sky Association in its outdoor lighting handbook has colored illustrations of a field lighted with full cutoff fixtures that appear to minimize the glare problem, but a detailed engineering analysis shows that the pole placements required and the fact that most of our fields are multi-use and are located less than 300-500 feet from the property lines make this a non-viable solution for Fairfax County. However, in order to illuminate field surfaces adequately lights must be mounted on tall poles. This means that even when the sides of fixtures are shielded the light source is still visible through the bottom of the fixture when one is close to it. Glare impacts may still result when using full cut-off fixtures when athletic fields are in close proximity to neighboring houses. In some cases with aimable fixtures it is possible to place them on taller poles which permit steeper aiming angles and thereby reduce the distance at which the bulb is visible. On a baseball field near an adjacent neighborhood the Park Authority has had excellent results with this method.

Test results from a pair of rectangular fields outfitted with lights have been very informative. While the illumination of the surface of the first field is very good and light spillover illumination at the property line, which is only 70 feet from the field edge, meets the Park Authority's standard of 0.5 footcandle, the glare from the fully exposed, 1,500 watt lamps on 70 foot tall poles facing a residential neighborhood is intense (in the range of 12,000 lumens at 200 feet). An adjacent field outfitted with an advanced model of fixtures of the same type shows outstanding illumination of the field surface but no improvement in glare. The Park Authority's recently drafted specifications fully address the light spill problem but are unable to fully address the glare problem since it is primarily governed by fundamental laws of nature over which man has no real control. The ultimate consideration when glare becomes a pivotal issue is the decision for a particular site of "to light or not to light". Some additional measures that might well be considered as new modifications to the Outdoor Lighting Ordinance would include screening requirements, separation distances from property lines, pole heights, and field orientation as a test of whether a site is a good candidate for lighting. It should be noted, however, that field orientation during the initial master planning stage may make it possible to minimize glare problems, but this is unusual when retrofitting lights to existing fields.

Some of the problems with lighting that have resulted in the most frequent and strident complaints are lights left on after users have left the field or lights that are set to turn on automatically for scheduled activities but users have not shown up. These are operational and scheduling problems and not subject to engineering solutions. It is important to remember that a typical four pole rectangular field has lights that consume electrical power at the rate of 42 kilowatts. (Power consumption, i.e., what one is billed for, is measured in kilowatt-hours.) Thus, burning those lights incurs a considerable operating expense. Hence, rigorous control of scheduling and supervision of field usage is essential.

These same concerns apply equally to the Fairfax County Public Schools, which also use lighted sports fields and frequently have security lighting that remain on all night.

Engineering Considerations

In 2005, DMD and Associates Ltd and SWSG, PC co-authored the *Athletic Field Lighting Technical Report* for the Fairfax County Park Authority. The report focused on sports lighting standards and a review of various supplier's products. The report also discussed fundamental concepts and industry standards, reviewed the requirements of the Fairfax County Zoning Ordinance, and included analysis of various products and recommendations. The Park Authority is currently using the *Athletic Field Lighting Performance Specifications* that were developed in conjunction with the *Athletic Field Lighting Technical Report* and recommendations of EQAC. Performance standards for spill light and source intensity are specified for rectangular and diamond fields. Fairfax County Park Authority's *Athletic Field Lighting Performance Specifications* are comprehensive, aggressive and stringent specifications - when compared to other jurisdictions in the surrounding area and on the mid-Atlantic region. The Park Authority has installed nineteen fields using the established performance specifications. Measured source intensity and spill have been substantially reduced compared to previously installed systems. The Fairfax County Park Authority will continue to monitor the performance of our field lighting systems and will strive to improve our standards as lighting technology advances.

The Fairfax County Park Authority prepared this White Paper as a follow-up to the original 2005 report. The intent of this White Paper is to further explain the relationship between glare and source intensity and to document the limits that control of source intensity has on glare.

The initial scope of this White Paper was to discuss and elaborate further on the glare analysis method noted in the 2005 *Athletic Field Lighting Technical Report*. Upon further review it was determined that the design method noted in the 2005 Report as "glare analysis" was better defined by the use of term "source intensity" as it better represents the methods of analysis noted in that report. At this time no one has developed a viable method for fully controlling glare since it is dependent on the source-to-background contrast ratio over which we have no control.

Therefore the Park Authority's standards are directed at controlling the source intensity to minimize the effects of light trespass.

Source intensity is a published method of estimating the off-site impacts of a sports lighting system. The International Commission of Illumination (CIE) has also produced a document *CIE 150:2003 Guide on the Limitation of the Effects of Obtrusive Light from Outdoor Lighting Installations* which defines limitations for source brightness (intensity) and spill light for outdoor lighting applications. IESNA *TM-11 Lighting Trespass: Research, Results and Recommendations* states, "Source brightness had been generally identified as being the principal characteristic [of athletic field lighting] to which persons object. Spill light was seen as a less significant effect. It was decided, therefore, to design experimentation to identify quantitatively the relationship between source brightness and the degree to which the light source was found objectionable."

Relationship Between Glare and Light Source Intensity

Though the term "glare" has been used in the 2005 *Athletic Field Lighting Technical Report* the term "source intensity" is a better representation of the methods noted in that report. Source intensity can be directly measured and is partially related to, but as explained earlier by no means equivalent to the perception of glare.

Source intensity applies to each sports lighting luminaire in the potentially obtrusive direction, outside of the area being lit. One can both calculate and measure light source intensity for any given sports lighting luminaire.

Unlike glare there are levels given in documents noted below which define allowable levels of source intensity for given types of areas. The basic principal here is the lower the light source intensity when viewed from a given specific point of interest, such as a residence, the less obtrusive the lighting will be.

Photograph 1.1 shows four different groups of sports lighting fixtures of the same beam type and wattage aimed at the same point on the field. This photo demonstrates how fixture optics can lead to different levels of source intensity when viewed from a defined location off the field. Aiming, wattage, supply voltage and other aspects of the demonstration shown in the photo have been verified to ensure an accurate comparison. Note the fixture intensity as captured (in the foreground) is a low wattage parking lot light. Each of the group of sports lights has different optics and shielding, which results in various levels of intensity. The intensity of light emitted from the fixtures, as observed in the photograph, varies greatly at this viewing angle.



Photograph 1.1

From the Park Authority's experience source intensity has been generally identified as being the principal characteristic to which residents object. We have found by reducing the source intensity residential concerns and issues are mitigated. We have found source intensity levels (when viewed off-site) to vary depending on the product, even though most products illuminate the playing fields to the required on-field lighting levels.

In Photograph 1.1, the third cluster of lights from the left is far less bright than the others. The third cluster of lights has superior spill and source intensity control optics and is less obtrusive than the others and demonstrates how the control and direct measurement of source intensity limits the perceived effects of glare.

The measurement of source intensity can be performed and is a simple way to evaluate sports lighting and at least partially limit its impacts. Though we agree a comprehensive glare calculation would be a better method of analysis than source intensity, there is not an agreed upon method for glare measurements nor is there research to define not-to-exceed levels.

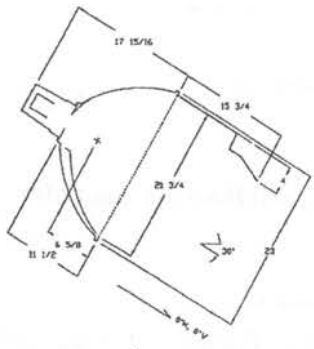
Calculating Source Intensity

Laboratory photometric testing is used to establish the basis for performance and output of the proposed fixture. Photometric testing of a fixture involves gathering data that characterizes its intensity (or candlepower) distribution. Once the intensity values in all directions of emission are known, it is developed into photometric test reports. The measurement device used in a laboratory is a goniophotometer. Several different types of this instrument are used to rotate a photo-detector around the fixture, through both horizontal and vertical angles. Light readings are taken in fine angular steps at numerous points throughout the angular grid, so that the full lighting distribution is accurately quantified.

Data processing software reads the collected intensity array and produces test reports that provide the various required tables and graphs. Also produced is an electronic data file that stores the intensity (candela) array and other required information in a standard file format. This file (most common file format is that established by the IESNA) can be used as input data for computerized lighting design software performing the lighting design.

To assess the source intensity of a fixture one can simply review the sports lighting suppliers' photometric report, which can be obtained in PDF format from the sports lighting supplier. A sample photometric report is shown in the figure below.

The report below represents a typical sports lighting fixture from a supplier. The test report should be produced by a third-party testing agency for the supplier. Sports lighting fixture suppliers normally can provide such reports on any of their fixtures. These reports are the basis of the digital IESNA photometric files used for computerized lighting calculations.



CANDLEPOWER	DEG	HORIZ.	DEG	VERT.
	76.0	0.	76.0	0.
	68.0	90.	68.0	0.
	60.0	490.	60.0	0.
	52.0	1220.	52.0	0.
	44.0	3930.	44.0	0.
	36.0	14040.	36.0	820.
	28.0	41740.	28.0	4510.
	20.0	84960.	20.0	22940.
	12.0	137470.	12.0	72900.
	4.0	186390.	4.0	170170.
	0.0	190240.	0.0	190240.
	-4.0	186390.	-4.0	190450.
	-12.0	137470.	-12.0	161780.
	-20.0	84960.	-20.0	117750.
	-28.0	41740.	-28.0	76380.
	-36.0	14040.	-36.0	42390.
	-44.0	3930.	-44.0	26210.
	-52.0	1220.	-52.0	19250.
	-60.0	490.	-60.0	10650.
	-68.0	90.	-68.0	3890.
	-76.0	0.	-76.0	1840.

Figure 1 - Example of Fixture Photometric File

Figure 1 above shows the various levels of intensity (candlepower) at various angles in both the vertical and horizontal planes. We have found intensities in the vertical plane to be the most significant and typically have the most impact on adjacent residences. From the photometric report one can see the most intense part of the vertical beam (190,240 cd) is at an angle of 0 degrees which is aimed to a defined location on the field. The most intense light is emitted at the (0, 0 angle) with the intensity decreasing as the angles (DEG) increase as shown in the table above. The positive vertical angles (DEG) define the upper part of the fixture beam and negative vertical angles (DEG) define the lower part of the fixture beam. The intensities at the upper (positive) vertical angles are typically the most visible when viewed from residences off site. As one can see, far less intensity is emitted from the upper angles than from the equivalent lower angles.

When undertaking lighting design, one must prepare lighting calculations to determine the on-field and off-field spill light levels. The designer selects a mounting height and aims the fixtures to various points on the field. The lighting design results should produce uniform illumination on the field. The fixture aiming points along with the fixture photometric files are a key to assessing off-site intensity (candlepower). This shall apply to all field types.

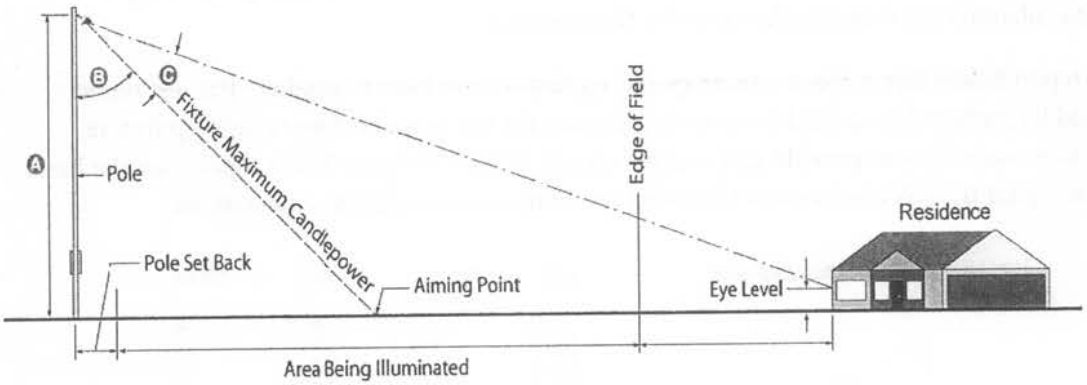


Figure 2 – Defining Source Intensity

To determine the source intensity of a given fixture when viewed from the point off site (as shown in Figure 2) one can undertake the following steps:

- Obtain fixture photometric report data files from supplier.
- Determine aiming angles from supplier or consultant for the computerized lighting calculations.
- The aiming angles (B) are based on the aiming point and fixture mounting height (A).
- The fixture aiming position will be the maximum candlepower at angle zero from the supplier's photometric report (see table on Figure 1).

- Determine the vertical angle (C) between the aiming point and the point 5 ft above grade at the residential property line. This angle is typically 20 to 30 degrees. If this angle was found to be 28 degrees, then based on the photometric report above the source intensity would be 4510 cd.

The intensity (candlepower) will be quite similar for various beam types from one supplier to another, in the lower and upper vertical angles range. Vast differences will be found from one supplier to another in 20 to 30 degree vertical ranges, which are the typical angles the fixtures will be seen from adjacent local residences.

As part of the fixture and mounting height selection process, it is recommended that the lighting designer should review the supplier's fixture candlepower curves and select the appropriate fixture mounting height and optical system so that from any given fixture no greater than 12,000 candlepower will be visible from the adjacent residential property lines.

This method of using the fixture supplier's candlepower curves to assess intensity (candlepower) is a common sense approach. The 12,000 cd level is the level recommended in the FCPA Lighting Specifications and was based on assessment, over the years, of products and public feedback from many sports lighting installations. Lower candlepower levels should be strived for as the lower the level the less the impact on the local residents. Care must be taken not to reduce the vertical light component too far, as it can be critical to sports such as baseball, which require vertical illumination to properly illuminate the ball.

Field Measurement of Source Intensity

Field photometric measurements are used to verify and monitor performance of the lighting system design. Similar types of photo-detectors, or photocells, are used for both laboratory and field measurements. Laboratory testing requires that the photo-detector be moved to many different positions around the fixture tested, so that its complete photometric distribution can be charted. However, field photometry measurements involve the use of a portable instrument known as a light meter with a photo-detector that can be placed at numerous locations around the field to assess the performance of the entire lighting system. The light meter measurements are given in foot-candle or lux.

Sports lighting calculations are typically performed using computer analysis with lighting design software and the fixture supplier's IESNA photometric files. The designs are undertaken via a trial and adjust process to meet the lighting criteria. Mounting height, number of poles, fixture wattage, number of fixtures, fixture aiming and fixture photometric files all have impact on the on-field and off-field lighting calculation results. Lighting calculations provide a fairly accurate

representation of the anticipated on and off-field light levels. This method has traditionally been used to analyze and refine a sports lighting design.

Recommendations and Conclusions

- There is no readily available direct method to measure glare. It is a perceived effect that is dependent on the source-to-background contrast ratio and it also varies from observer to observer.
- Light source intensity is an easily measured quantifiable effect that is indirectly related to glare.
- The International Commission of Illumination (CIE) has issued guidelines for light source intensity.
- There are many ways to reduce source intensity as viewed by local residents and still meet the required on-field lighting requirements. Shielding, reflectors, wattages, beam types, mounting height and aiming angles all impact the source intensity and are key considerations in reducing glare.
- Consideration should be given to locating fields during the master planning process to take advantage of natural screening in order to reduce light trespass impacts. The location, alignment, and layout of fields with respect to reducing light trespass impacts will reduce potential spill and glare impacts.
- Problems related to illumination encroaching on adjacent properties can be reduced by the selection of proper fixtures, intensity levels and the use of timers and various sensors/controllers.
- Rigorous control of scheduling and supervision of field usage is essential in addressing complaints related to the operational and scheduling problems such as lights left burning before and/or after field use.
- In cases where properties are in close proximity to fields, and the location/layout of the fields can not be adjusted to reduce spill and glare, Park Authority Standards need to be examined and modified as needed to reduce impacts to neighboring residences.

References

- Illuminating Engineering Society of North America, IESNA Lighting Handbook (8th Edition), IESNA, New York, NY, 1993.
- Iluminating Engineering Society of North America IESNA RP-33-00, Lighting for Exterior Environments, IESNA, New York, NY, 1999.
- Illuminating Engineering Society of North America, IESNA TM-11-00, Light Trespass: Research, Results and Recommendations, IESNA, New York, NY, 2000.
- CIE 150:2003 Guide on the Limitation of the Effects of Obtrusive Light from Outdoor Lighting Installations, ISBN 3 901 906 19 3
- CIE112-1994 Glare Evaluation System for Use within Outdoor and Area Lighting

Alachua County
Office of Planning and Development Staff Report

Exhibit 2: Application Materials

32B

Alachua County Outdoor Lighting Standard

Unified Land Development Code (ULDC)
Text Amendment
Application Package

Prepared for Submittal to:
Alachua County, FL

Prepared on Behalf of:
Causseaux, Hewett, & Walpole, Inc.

Prepared by:

Causseaux, Hewett, & Walpole, Inc.
Engineering • Surveying • Planning
6011 NW 1st Place Gainesville, Florida 32607
Phone: (352) 331-1976 Fax: (352) 331-2476
http://www.chw-inc.com

August 31, 2011
PN#11-0238

Application Package
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1. **Cover Letter**
2. **ULDC Text Amendment Application**
3. **Justification Report**

Application Package
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1. **Cover Letter**

CAUSSEAUX, HEWETT, & WALPOLE, INC.
CHW
Established 1968
Engineering • Surveying • Planning

Focused on Excellence
Delivered with Integrity

August 31, 2011

Mr. Steve Lachnicht, AICP, Director
Alachua County Department of Growth Management
10 SW 2nd Avenue, 3rd Floor
Gainesville, FL 32601-6294

Re: Unified Land Development Code (ULDC) Text Amendment Application – Section 404.34(b)3

Dear Mr. Lachnicht: STEVE

Attached, please find application materials for the above referenced project:

- One (1) hard copy of the ULDC Text Amendment application package including the following items:
  - Application;
  - Justification Report;
  - One CD-ROM containing an original copy of the above materials in Adobe Acrobat format; and
  - One check for the ULDC Amendment fee in the amount of $2,000.00.

We submit these items for your review and approval for the above referenced project. As you know, we are requesting a Text Amendment to Alachua County ULDC Section 404.34(b)3 to amend the educational facilities outdoor lighting standards for sports facilities and parking areas. The revised standards eliminate obsolete requirements and focuses on the actual equipment, location, type, and direction of sports facility lighting and parking area lighting. The intent of this application is to minimize impacts on adjacent residential neighborhoods while insuring the safe operation of campus sports facilities and parking areas. Furthermore, approval of this application will update the existing ULDC outdoor lighting standard to incorporate the latest sports lighting technologies and industry standards.

We trust this submittal will be sufficient for your review and subsequent recommendation of approval to the Board of County Commissioners (BoCC). If you have any questions, please contact me directly office.

Sincerely,
Causseaux, Hewett, & Walpole, Inc.

Gerry Dedenbach

Gerry R. Dedenbach, AICP, LEED® AP
Director of Planning & GIS Services

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6011 NW 1st Place
Gainesville, Florida 32607

Phone: (352) 331-1976
Fax: (352) 331-2476
www.chw-inc.com

Application Package
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2. **ULDC Text Amendment Application**

Alachua County, Board of County Commissioners
Department of Growth Management
10 SW 2nd Ave., Gainesville, Fl 32601
Tel. 352.374.5249, Fax. 352.338.3224
http://growth-management.alachua.fl.us

Submit Application to:
Development Services Division

UNIFIED LAND DEVELOPMENT CODE (ULDC) TEXT AMENDMENT APPLICATION

Chapter 402, Article 8

GENERAL INFORMATION (BY APPLICANT / AGENT)

Applicant/Agent: Causseaux, Hewett, & Walpole, Inc. Contact Person: Gerry Dedenbach, AICP, LEED®AP

Address: 6011 NW 1st Place, Gainesville, FL 32607 Phone: (352) 331–1976

Email address: gerryd@chw-inc.com

TYPE OF REQUEST

ULDC Section(s) proposed for amendment (Include Section# and heading or title):

Chapter 404. Use Regulations, Article 7 Educational Facilities, Section 404.34(b)3.

Brief description of request:

Please see the attached Justification Report

REQUIRED ATTACHMENTS

The following items must accompany your application at the time of submittal. No applications will be accepted without these attachments. Please submit the application fee, check made payable to Alachua County Board of County Commissioners, one paper copy and one digital copy of the following:

√ Proposed text changes shown in strikethrough/underline format

√ Explanation of need and justification for change

√ Demonstration of consistency with the Comprehensive Plan

CERTIFICATION

I, the undersigned applicant, hereby certify that the information contained in this application is true and correct to the best of my knowledge and belief. I hereby grant the appropriate County personnel permission to enter the subject property during reasonable hours so that they may investigate and review this zoning request.

Signature of Applicant/Agent: Gerry Dedenbach Date: 8/30/2011

Applications shall be submitted no later than 4:00 PM on the submittal deadline date.

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3. **Justification Report**

Alachua County Outdoor Lighting Standard

Unified Land Development Code (ULDC)
Text Amendment
Justification Report

Prepared for Submittal to:
Alachua County, Florida

Prepared on Behalf of:
Causseaux, Hewett, & Walpole, Inc.

Prepared by:

Causseaux, Hewett, & Walpole, Inc.
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August 31, 2011
PN 11-0238

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1. Executive Summary

Causseaux, Hewett, & Walpole, Inc.
Engineering • Surveying • Planning

To: Mr. Steve Lachnicht, AICP, Director, #11-0238
Alachua County Department of Growth Management
From: Gerry Dedenbach, AICP, LEED® AP, Director of Planning and GIS Services
Date: August 30, 2011
Re: Unified Land Development Code (ULDC) Text Amendment Application

Jurisdiction:	**Intent of Application:**
Alachua County, FL	To amend ULDC Sec. 404.34(b)3 regarding obsolete outdoor lighting standards for educational facilities, sports facilities, and parking areas.
Description of Location:	
Applicable Countywide	

2. Explanation for Need and Justification for Proposed Change

The purpose of this Unified Land Development Code (ULDC) Text Amendment application is to revise specific lighting standards for sports facilities and parking areas associated with public and private schools. The existing Alachua County educational facility outdoor lighting standard, ULDC Section 404.34(b).3, requires a maximum illumination level of 0.5 footcandles for lighting adjacent to residential areas. This ULDC Text Amendment application requests to remove the legacy illumination standard, and replace it with a standard based on the actual equipment location, type, and direction of sports facility lighting and parking area lighting.

Many public and private schools are located adjacent to residential neighborhoods, as recommended by the Alachua County Comprehensive Plan and ULDC. This ULDC Text Amendment application request is based on the fact that these institutions can no longer achieve the legacy illumination standard due to required to safety standards for illuminating athletic and parking facilities. To protect both the safety of facility users and the quality of life of adjacent residents, a new standard for outdoor lighting should replace the existing ULDC educational facility outdoor lighting standard.

The placement and direction of outdoor lighting both play key roles in reducing adverse off-site lighting impacts. The mounting height for sports facility lighting should achieve a minimum lighting fixture angle of twenty-five degrees (25°) down from horizontal. This will improve lighting efficiency on the targeted areas. Specialized lighting also prevents excessive negative impacts to neighboring residents. For example, parking areas should not be illuminated by sports facility lighting. Additionally, parking area lighting should be fully shielded and installed to keep direct light below the horizontal plane and within parking areas.

Community residents that live adjacent to Alachua County educational facilities will benefit from the proposed outdoor lighting standard because the new standard minimizes the amount of direct, unshielded light on adjacent properties based on lighting angle requirements. In general, direct light from unshielded, exposed light bulbs is the most obtrusive light source to adjacent residents while shielded spillover lighting is typically less of a nuisance.

The proposed lighting standard also minimizes potential spillover lighting by limiting hours of operation for the most intense lighting types. Extinguishing sports facility lighting and reducing parking area lighting by a particular time will also play an important role in ensuring safe facility operations while minimizing lighting impacts on near-by residents.

The text amendment's proposed minimum lighting fixture angle, curfew requirements, and efficiency standard are consistent with the following stated purposes in the International Dark-sky Association Model Lighting Ordinance:

- Minimize adverse offsite impact of lighting such as light trespass and obtrusive light;
- Curtail light pollution, reduce skyglow and improve the nighttime environment for astronomy;
- Help protect the natural environment from the adverse effects of night lighting from gas or electric sources; and
- Conserve energy and resources to the greatest extent possible.

This ULDC Text Amendment application is intended to establish an educational facility outdoor lighting standard that minimizes impacts on adjacent residential neighborhoods and the natural environment while insuring the safe and efficient operation of campus sports facilities and parking areas. This proposed lighting standard is obtainable because it focuses on the placement, direction, and operational hours of outdoor lighting, not a fixed maximum illumination level for property boundaries.

Approval of this application will update the existing ULDC outdoor lighting standard to allow the latest lighting technologies and achieve current industry standards. Furthermore, the proposed outdoor lighting standards allow existing educational institutions to replace outdated inefficient lighting while complying with the County's ULDC outdoor lighting standard.

3. PROPOSED TEXT CHANGES

CHAPTER 404. USE REGULATIONS

ARTICLE VII. EDUCATIONAL FACILITIES

Section 404.34. Educational facility, public or private.

(b) *General standards.*

(3) *Outdoor lighting.* Any lighting installed for sports facilities or parking areas shall ~~utilize flat glass lenses and house side shields~~ adhere to the following standards: ~~Illumination levels at any point on the property line adjacent to a residential area shall not exceed 0.5 footcandles. A photometric lighting plan, including~~ s

i. To minimize sports facilities lighting adverse off-site impacts, mounting heights shall be established to achieve a minimum lighting fixture angle of twenty-five degrees down from horizontal.

ii. Provide automatic and/or telephonic control system to enforce shut-off sports facilities lighting by 11:00 PM. On-site manual and/or telephonic control system shall also be provided to allow for the lights to be turned on or off at will (before curfew) to assure that only active and/or desired areas are lighted.

iii. Where applicable, the installed sports facility lighting shall not be used for parking area tasks. Parking areas shall be lighted by separate luminaires not associated with field illuminance needs. All such parking area lighting fixtures shall be fully shielded and installed such that no direct light is emitted above the horizontal plane. Total parking area lighting lumens shall be reduced by at least 30% or extinguished by 11:00 PM.

iv. Application Efficiency : The lighting system shall achieve a minimum Application Efficiency of 30 lumens per watt, calculated per the following formula:

$$\frac{\text{Target area square footage X Avg. Maintained FC}}{\text{Total Average System Watts}} = \text{Applied Lumens/watt}$$

"Target Area" defined as the net area within the prescribed game boundary lines of the sports field and/or sports court.

v. Specifications for fixtures, shall be required as part of any development plan.

4. Consistency with Alachua County Comprehensive Plan

Future Land Use Element

Goal 5 Institutional Policies

Objective 5.3 Education Facilities

Policy 5.3.2 Elementary and middle schools are encouraged to locate:
(a) within existing or proposed residential areas or village centers, and
(b) near existing or designated public facilities such as parks, recreational areas, libraries, and community centers to facilitate the joint use of these areas.

Response: Elementary and middle schools, which require sports facilities for physical education and other after school programs, are encouraged to be located within existing or proposed residential areas. Since these facilities are often located at the schools' perimeter to allow for a compact functioning campus-like setting, sports facilities typically border residential neighborhoods due to the large land area sport facilities require. Therefore, revised lighting standards are required to meet the safety needs of athletes and spectators, as well as recreational users while minimizing light pollution on adjacent residences.

Policy 5.3.6 Alachua County shall collocate public facilities such as parks, recreational areas, libraries, and community centers with schools to the extent possible.

Response: The sports facilities in both public and private schools are encouraged to be, and often are, utilized by neighboring residents. These facilities can be used after dark, thereby requiring lighting to protect the safety of users. This ULDC Text Amendment proposes revisions to the existing lighting standard, ULDC Section 404.34(b).3, which will ensure the facility users' safety and limit lighting impacts to adjacent residential properties.

Public School Facilities Element

Goal 3 Provide Safe and Secure Public Schools Sited Within Well Designed Communities

Objective 3.1 School Location and Site Design

Policy 3.1.1 Coordination of Existing School Facilities and Sites

Standards regarding existing and future public school facilities and sites in the unincorporated area of Alachua County shall be as provided in Section 5.3 and related sub-policies in the Future Land Use Element of the Alachua County Comprehensive Plan. This includes identification of Future Land Use categories where public educational facilities shall be

allowable uses; areas where future educational facilities shall be avoided; encouraging the location of elementary and middle schools within existing or proposed residential areas or village centers, and near public facilities to facilitate joint use; providing for reasonable development standards and conditions for school site planning including promotion of safe pedestrian and bicycle access; and, linking schools with surrounding residential areas by bikeways and sidewalks.

Response: As previously stated, both public and private school facilities are to be located within existing or proposed residential neighborhoods and near public facilities to encourage joint use. Therefore, lighting is required to protect the safety of public facility users after dark. The revised lighting standards proposed within this ULDC Text Amendment application meet the needs of both adjacent residents and facility users.

Objective 3.2 Encourage Schools as Focal Points of Community Planning and Planning Design

Policy 3.2.1 Enhance Community/Neighborhood Design

The County, in conjunction with the SBAC, shall promote the neighborhood concept in new developments or redevelopment by encouraging the use of existing schools as neighborhood centers or focal points.

Response: Existing schools shall be used as community centers or focal points to promote the neighborhood concept, which inherently requires school facilities to be located adjacent to residential neighborhoods. As previously stated, the revised lighting standards proposed within this ULDC Text Amendment application meet the needs of facility users while protecting the welfare of adjacent residents.

Objective 3.6 School Development Standards

Policy 3.6.1 School Development Standards

The County shall require the development of school sites to be consistent with the following standards provided these requisites are not in conflict with the State Requirements for Educational Facilities (SREF) or unless the Board of County Commissioners approves changes or modifications:

(a) The location, arrangement, and lighting of play fields and playgrounds shall be located and buffered as may be necessary to minimize impacts to adjacent residential property;
(b) The following minimum size guidelines have been recommended by the SBAC: Elementary School - 25 acres, Middle School - 35 acres, High School

- 65 acres. These guidelines shall not preclude smaller sized sites if determined to be acceptable by the School Board.

(c) Maximum height of the school structure shall adhere to the height requirements established for the zoning district for the school site zoning district;

(d) Building setbacks from property lines for all schools shall adhere to the minimum building setback requirements established for the zoning district for the school site zoning district;

(e) All parking areas on school sites shall adhere to the minimum setback requirements established for the zoning district;

(f) Access to school sites shall be governed by the County's and FDOT's access management regulations, including installation by the SBAC, or other party as determined by Alachua County, of all access-related improvement required by such regulations;

(g) The site shall be required to provide bicycle/pedestrian connections to sidewalks, trails, and bikeways internal or adjacent to residential neighborhoods, including the provision of safe roadway crossings;

(h) Development of the site shall be consistent with applicable policies contained within the Conservation and Open Space Element of this plan.

Response: This ULDC Text Amendment application minimizes lighting impacts to adjacent neighborhoods while meeting the Comprehensive Plan's Goals, Objectives, and Policies that encourage the shared use and close proximity of school facilities with adjacent residential communities.

Alachua County, Florida

ULDC Text Amendment – Educational Facility Outdoor Lighting

Board of County Commissioners Public Hearing

9/27/2011

Description of Request

- Applicant – Causseaux, Hewett, & Walpole, Inc.
- Submitted concurrently with ZOS-07-11 Oak Hall Private School Special Use Permit Minor Amendment
- Proposes to amend the existing Outdoor Lighting standards for Educational Facilities in Chapter 404, Article 7

9/27/2011

Current Language 404.34(b)3

- Any lighting installed for sports facilities or parking areas shall utilize flat glass lenses and house side shields. Illumination levels at any point on the property line adjacent to a residential area shall not exceed 0.5 footcandles. A photometric lighting plan, including specifications for fixtures, shall be required as part of any development plan.

9/27/2011

Applicant Proposal

Any lighting installed for sports facilities or parking areas shall adhere to the following standards:

i. To minimize sports facilities lighting adverse off-site impacts, mounting heights shall be established to achieve a minimum lighting fixture angle of twenty-five degrees down from horizontal.

ii. Provide automatic and/or telephonic control system to enforce shut-off sports facilities lighting by 11:00 PM. On-site manual and/or telephonic control system shall also be provided to allow for the lights to be turned on or off at will (before curfew) to assure that only active and/or desired areas are lighted.

iii. Where applicable, the installed sports facility lighting shall not be used for parking area tasks. Parking areas shall be lighted by separate luminaires not associated with field illuminance needs. All such parking area lighting fixtures shall be fully shielded and installed such that no direct light is emitted above the horizontal plane. Total parking area lighting lumens shall be reduced by at least 30% or extinguished by 11:00 PM.

9/27/2011

Applicant Proposal

iv. Application Efficiency: The lighting system shall achieve a minimum Application Efficiency of 30 lumens per watt, calculated per the following formula:

$$\frac{Target\ area\ square\ footage \times Average\ Maintained\ FC}{Total\ Average\ System\ Watts} = Applied\ Lumens/watt$$

"Target Area" defined as the net area within the prescribed game boundary lines of the sports field and/or sports court.

v. Specifications for fixtures, shall be required as part of any development plan.

9/27/2011

Staff Analysis

- Existing ULDC does not allow separate standards for Educational Facilities allowed by Special Use Permit
- Staff is currently evaluating outdoor lighting in all areas
- Current ULDC does not recognize existing vs. new athletic facilities

9/27/2011

Staff Recommended Text

a. Outdoor Lighting for sports facilities shall not be used to light parking or pedestrian areas.
b. Any lighting installed for sports facilities ~~or~~ shall utilize flat glass lenses and house side shields.
c. Illumination levels at any point on the property line adjacent to a residential area shall not exceed 0.5 footcandles.
d. A photometric lighting plan, including specifications for fixtures, shall be required as part of any development plan.
e. An alternative lighting plan for existing sports facilities with existing lighting may be proposed as part of a Special Use Permit, if required above, or as part of a Special Exception for locations that do not require a Special Use Permit. An alternative lighting plan shall include the following:

9/27/2011

Staff Recommended Text

i. A demonstration that the facility cannot be adequately lit while meeting the standards above.
ii. Illumination levels at the property line no greater than the existing illumination levels. Illumination levels shall be measured at ground level.
iii. A reduction in glare compared to the existing installed fixtures by ensuring that perceived luminance at the property line measured at 5 feet above the ground does not exceed existing levels.
iv. Fixtures that include house side shields
v. A photometric plan demonstrating the existing conditions of lighting for outdoor recreational facilities, including the location, type and mounting height of existing fixtures, as a calculation of illumination levels at the property line spaced at 10 feet intervals, actual photometric readings that support the calculation of existing illumination levels.
vi. A photometric plan that includes the location, type and mounting height of all proposed fixtures, as well as a calculation of illumination levels spaced at 10 ft. intervals and demonstration of perceived luminance at the property line.

9/27/2011

Staff Recommendation

- Convene as the Land Development Regulation Commission and find the proposed text amendment as proposed by Staff consistent with the Alachua County Comprehensive Plan and reconvene as the Board of County Commissioners to adopt the proposed text amendment, as proposed by Staff

9/27/2011

September 27, 2011 Regular BoCC Meeting
Agenda Item #30

Title
ZOX-02-11: A request for a special exception to allow an internet center in a 'BH' (Business/Highway) district on approximately one acre. (Amended)

Amount
N/A

Description
A request by Kelly Mathis of Mathis & Murphy, PA, agent, for Michael Ryals, owner, for a Special Exception to allow an internet center in a 'BH' (Highway Oriented Business) district with a Tourist/Entertainment land use designation on approximately 1 acre located at 7750 West Newberry Road on Tax Parcel Number 06331-042-000.

Recommendation
Staff recommends that the Board defer the item until the October 25, 2011 evening meeting

Alternative(s)
None

Requested By
Gerald Brewington (374-5249)

Originating Department
Growth Management

Attachment(s) Description
None

Documents Requiring Action
None

Executive Summary
Per the Board's direction, staff is recommending that this item be deferred by the Board to a time certain (October 25, 2011 evening agenda) due to the anticipated length of the item.

Background
The item was advertised in the September 14, 2011 Gainesville Sun in anticipation of being heard at the September 27, 2011 evening meeting. However, due to the length of the item as well as a crowded agenda for that evening, the Board requested that the item be deferred to a time certain (October 25, 2011 evening agenda).

Issues
Item has been previously advertised for the September 27, 2011 evening agenda. This will be the second deferral of this item.

Fiscal Recommendation
NA

Fiscal Alternative(s)
NA

Funding Sources
NA

Account Code(s)
NA

September 27, 2011 Regular BoCC Meeting
Agenda Item #31

Title
ZOS-07-11 Minor Amendment to an existing Special Use Permit for Oak Hall Private School (Amended)

Amount
N/A

Description
A request by Causseaus, Hewett, & Walpole, Inc., agent, for Oak Hall Private School, owner, for a minor amendment to an existing Special Use Permit (ZOS-07-06) to modify the outdoor lighting standards located on 43.4 acres at 8009 Southwest 14th Avenue on Tax Parcels 06668-002-003 and 06668-002-005 in the 'A' (Agriculture) zoning district

Recommendation
Approval of Resolution Z-11-14 with the Conditions and Bases therein

Alternative(s)
Do not approve Resolution Z-11-14 and provide direction to Staff

Requested By
Chris Dawson, AICP, Planner

Originating Department
Growth Management

Attachment(s) Description
Staff Report, Staff Presentation, Resolution Z-06-19, Resolution Z-11-14, List of Mailout Recipients

Documents Requiring Action
Resolution Z-11-14

Executive Summary
The subject application is a request for a minor amendment to an existing Special Use Permit (SUP) for a Private Educational Facility located in the 'A' (Agriculture) zoning district. The school, Oak Hall Private School, is requesting to modify one existing condition of the SUP and to delete one existing condition. The conditions proposed for modification relate to the installation of outdoor lighting on the site.

Background
The subject application is a request for a minor amendment to an existing Special Use Permit (SUP) for a Private Educational Facility located in the 'A' (Agriculture) zoning district. The school, Oak Hall Private School, is requesting to modify one existing condition of the SUP and to delete one existing condition. The Oak Hall Private School was founded in 1970 when Private Education Facilities were a permitted use in the 'A' zoning district. Subsequent updates to the County's Land Development Regulations (LDRs) required that Private Educational Facilities in the 'A' zoning district obtain a SUP. Therefore, in 1998, in order to expand consistent with Alachua County's Land Development Regulations, the school obtained a SUP (ZOS-21-98) to allow for a Private Educational Facility in the 'A' (Agriculture) zoning district. In 2004, Oak Hall Private School requested an amendment to its SUP to include Martha Manson Academy, allow for expansion and new construction, new parking areas, and new and expanded outdoor athletic facilities. ZOS-12-04 included new Conditions 9 and 10. Condition 9 of the SUP limited

parking lighting and sports facilities lighting to the hours of 7:00 a.m. to 9:00 p.m. except during soccer or football games when the lighting would be allowed to remain on until 11:00 p.m. The condition also established standards for fixture type and a 0.5 footcandle (fc) limit on illumination levels at the property line. Condition 10 limited the installation of new outdoor lighting to the proposed faculty parking lot near the southern boundary of the property, the existing athletic field at the northwest corner of the site, the existing baseball field, the new soccer field, and the new tennis courts. A subsequent SUP amendment in 2006 (ZOS-07-06) modified the site plan for the property, but did not alter the conditions of the SUP approved in 2004. The current application proposes changes to Conditions 9 and 10 of the SUP, to modify the requirements for new outdoor lighting and removing the specific language about the location of new lighting. The application proposes to require that outdoor lighting be consistent with the standards established in the Unified Land Development Code (ULDC). Under separate application, the applicant has also proposed revised standards for the lighting for all educational facilities.

Issues
Should Oak Hall Private School be allowed to install new lighting that will reduce the light tresspass and glare on adjacent properties.

Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachment: ZOS0711SRComplete.pdf
Attachment: ZOS0711NotificationList.pdf
Attachment: Z0619.pdf
Attachment: Z1114.pdf
Attachment: ZOS0711StaffPresentation.pdf
Attachment: ZOS0711.pptx

RESOLUTION Z-06-19

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA; TO ALLOW A MINOR CHANGE TO AN EXISTING SPECIAL USE PERMIT FOR A PRIVATE EDUCATIONAL FACILITY ON APPROXIMATELY 43.4 ACRES LOCATED AT 8009 SW 14TH STREET ON TAX PARCEL NUMBERS 06668-002-003 AND 06668-002-005.

WHEREAS, Zoning Application #ZOS-07-06 has been duly filed and was considered by the Alachua County Board of County Commissioners at its meeting of May 23, 2006; and,

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

Zoning Application #ZOS-07-06, a request by Gerry Dedenbach of Causseaux and Ellington, agent, for Oak Hall Private School, owner, to allow a minor change to an existing special use permit for a private educational facility on approximately 43.4 acres located at 8009 SW 14th Street on Tax Parcel Numbers 06668-002-003 and 06668-002-005, as summarized in Exhibit A in this resolution, is hereby approved with the following conditions and bases:

FILED
CLERK OF CIRCUIT COURT
& COUNTY COURT
ALACHUA COUNTY, FL.
06 MAY 30 AM 9:40

Conditions:

1. This special use permit is issued to Oak Hall School for a private school and accessory uses. To ensure compliance with the conditions, the special use permit may be reviewed by the Office of Codes Enforcement.

2. Final site plan approval shall be required prior to any expansion, following the requirements of the Alachua County Unified Land Development Code. Permitted buildings and other facilities are limited to those indicated on the conceptual site plan, but minor modifications to the sizes and locations of these may be allowed by the Development Review Committee. The placement of temporary structures to house classrooms or offices during construction shall be limited to the areas for renovation or new construction indicated on the conceptual site plan.

3. Buildings shall be set back a minimum of 40 feet from the property lines. A 25-foot wide medium-density buffer consisting of shrubs shall be maintained along the northern property line subject to the utility easement. A 25-foot wide medium-density buffer consisting of understory trees and shrubs shall be maintained along the eastern, western and southern boundaries of the property. A 10-foot wide high-density buffer with screening may be substituted for the medium-density buffer if the Development Review Committee determines that it provides sufficient buffering. For all buffers, wherever possible, existing natural vegetation shall be preserved and maintained in order to satisfy buffer requirements. The existing soccer field (and track) and tennis courts, which are located within 25 feet of the property lines, shall

be permitted to remain in their current location, and an equivalent buffer to those required above shall be determined by the Development Review Committee, taking into account the reduced space available. No new facilities, including buildings, parking areas, and athletic fields, shall be located in any buffer area. An updated landscape plan shall be submitted as part of development plan review, and all buffer requirements established in this special use permit must be met at that time.

4. The existing school capacity of 800 students shall not be exceeded.

5. The applicant shall comply with all federal, state, and local laws, rules, regulations, and ordinances, now and hereafter in force, which may be applicable to the use of the site.

6. Concurrency requirements for roads, parks, drainage, stormwater management, solid waste, water and sewer, and mass transit will have to be met as a condition of final development plan approval.

7. If a signal-warrant analysis indicates that a traffic signal, or other traffic control device such as a roundabout, is warranted for either existing or proposed conditions, Oak Hall School shall be responsible for the proportionate share of its installation costs. The proportionate share shall be based on the percentage of turning movements at the school entrance that are directly attributable to the school.

8. Bicycle parking shall be provided in accordance with regulations pertaining to

schools in the Alachua County Unified Land Development Code.

9. The hours of use for outdoor lighting that is associated with existing or proposed sports facilities or new parking facilities shall be limited to 7:00 AM to 9:00 PM, except during football and soccer games the lights shall be allowed to remain on until 11:00 PM on the existing field. In order to reduce impacts on surrounding uses, any lighting for sports facilities or parking areas shall utilize flat glass lenses, house side shields, and 'NEMA' type II, III, or IV reflectors. The illumination levels at any point on the property line next to a residential area shall not exceed 0.5 footcandles. A photometric lighting plan, including specifications for fixtures, shall be required as part of any development plan.

10. The installation of new outdoor lighting on the site shall be limited to the proposed faculty parking lot near the southern boundary of the property, the pre-existing field at the northwest corner of the site, the existing baseball field, the new soccer field, and the four new tennis courts that are located farthest from the property line.

11. The existing eight-foot fence that is located on the southern property line shall be extended to the end of the proposed faculty parking lot.

12. Violation of any of the terms and conditions of this special use permit shall be grounds for suspension or revocation by the Board of County Commissioners.

13. At the time that the design is developed for the round-a-bout at the entrance to the school, Oak Hall School and the Westwood subdivision are encouraged to cooperate in the design of a joint entrance to the round-a-bout.

Bases:

1. **Section 402.124** describes the criteria for review of special use permits. Any proposed use for such permits shall be reviewed to ensure that it is consistent with the Comprehensive Plan and ULDC, and will not adversely affect the health, safety, and welfare of the public. Neither the Comprehensive Plan nor the Code will be compromised by the continued use of this property as a private educational facility. In addition, the proposed amendment of this special use permit will cause no additional impact to the public health, safety, or welfare and is therefore consistent with Section 402.124 of the Land Development Regulations.

This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session this 23rd day of May, A.D., 2006.

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

DEPARTMENT APPROVAL

AS TO CORRECTNESS

_____

Department of Growth Management

Authorized Designee

EXHIBIT A

LEGAL DESCRIPTIONS:

Parcel ID: **6668-2-3**

Legal: COM 2641.32 FT S 50 FT W OF NE COR SEC ON W R/W COUNTY RI SW 29 POB W 2589.79 FT N 734.29 FT E 1577.08 FT S 434.72 FTE 1016.31 FT S 270 FT TO POB OR 582/273 & OR 720/382 & OR 720/384

Parcel ID: **6668-2-5**

Legal: COM NE COR SEC RUN S 1922.44 FT W 50 FT TO W SIDE SW 75TH POB W 1016.31 FT S 434.72 FT E 1016.31 FT N 428.61 FT POBOR 720/379

RESOLUTION Z-11-14

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA; FOR A MINOR AMENDMENT TO AN EXISTING SPECIAL USE PERMIT (ZOS-07-06) FOR A PRIVATE EDUCATIONAL FACILITY LOCATED IN THE 'A' (AGRICULTURE) ZONING DISTRICT TO AMEND THE STANDARDS FOR OUTDOOR LIGHTING ON APPROXIMATELY 43.4 ACRES LOCATED AT 8009 SOUTHWEST 14TH STREET ON TAX PARCEL NUMBERS 06668-002-003 AND 06668-002-005; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Zoning Application ZOS-07-11 has been duly filed and was considered by the Alachua County Board of County Commissioners at its meeting of September 27, 2011,

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

Zoning Application ZOS-07-11, a request by Causseaux, Hewett, & Walpole, Inc., agent, for Oak Hall Private School, owner, for a minor amendment to an existing Special Use Permit for a Private Educational Facility (ZOS-07-06) on approximately 43.4 acres located at 8009 Southwest 14th Street on Tax Parcel Number 06668-002-003 and 06668-002-005, as summarized in Exhibit A in this resolution, is hereby approved with the following bases:

2011 OCT 10 PM 11 47
CLERK OF CIRCUIT COURT

Conditions:

1. Conditions 1 through 8 and 11 through 13 of Resolution Z-06-19 shall remain in effect as included therein.

2. Condition 9 of Resolution Z-06-19 shall be amended to read as follows:

The hours of use for outdoor lighting that is associated with existing or proposed sports facilities or new parking facilities shall be limited to 7:00 AM to 9:00 PM, except during football and soccer games the lights shall be allowed to remain on until 11:00 PM on the existing field.

3. Condition 10 of Resolution Z-06-19 shall be amended to read as follows:

The installation of new outdoor lighting on the site shall be limited to the proposed faculty parking lot near the southern boundary of the property, the pre-existing field at the northwest corner of the site, the existing baseball field, the new soccer field, and the four new tennis courts that are located farthest from the property line. New outdoor lighting for parking areas shall meet the requirements of Chapter 407, Article 2, Parking. New outdoor lighting for new athletic areas shall meet the requirements of Chapter 407, Article 7, Educational Facilities. Lighting for the existing field at the northwest corner of the site shall be consistent with the photometric plan submitted with application ZOS-07-11 and attached as Exhibit B.

4. The following new condition is placed upon the development:

Lighting for the existing athletic field in the northwest corner of the site shall be installed consistent with the aiming plan included in Exhibit C for fixtures labeled 1-12, 15-26, 29-41, and 42-52. Installation of fixtures numbered 13, 14, 27, 28, and 53-57 shall be evaluated through the development review process at the time installation is proposed. Installation of these additional lights shall be required to meet the standards of the ULDC in place at the time of evaluation.

Bases:

1. Per **Policies 1.2.4** and **1.2.5** of the Capital Improvements Element of the Alachua County Comprehensive Plan, LOS standards have been adopted for various types of public facilities. The subject application proposes no changes that will impact any of the public facilities with identified LOS Standard. Therefore, the subject application is consistent with and meets all LOS Standards.

2. Private educational facilities are defined in **Policy 5.1.2.a** of the Alachua County Comprehensive Plan as being institutional uses.

3. **Policy 5.2.1** establishes a number of criteria to determine the appropriateness of institutional locations. Among these are: optimum service area; optimum

operating size; access to clientele; compatibility with surrounding uses; nature of service provision; needs of the clientele and the availability and adequacy of infrastructure to serve the particular use. The school has been located at this site since 1970 and has a maximum operating capacity of 800 students. It is located along Southwest 75th Street, a two lane arterial road, thus providing ready access for its student population. The site is served by existing centralized potable water and sewer services and any new development will be required to connect to those services.

4. **Policy 5.2.2** states that institutional uses shall be designed and located for integration into the surrounding community. The school is located on a 43.41 acre parcel that is bounded to the east by Southwest 75th Street, the Westwood subdivision to the north, the Cobblefield subdivision to the west, and the Sunrise and Avalon subdivisions to the south. The school is currently an active part of the area and is integrated into the surrounding development and is consistent with Policy 5.2.2 of the Future Land Use Element. Subject to the recommendation of Staff, the school will continue to be consistent with this Policy with approval of the Special Use Permit.

5. **Policy 5.3.1** of the Future Land Use Element identifies specific areas where Educational Facilities should not be allowed. None of the areas listed apply to the location of the subject property.

6. **Policy 5.3.7.d** indicates that Private Educational Facilities shall be allowable uses in the Institutional Future Land Use designation. However, the existing facility has a Special Use Permit that was granted under previous LDRs and may continue to operate subject to that Special Use Permit.

7. **Policy 5.3.8** indicates that existing schools shall be considered consistent with the Comprehensive Plan.

8. The existing development standards in the ULDC and the conditions proposed by Staff will limit the impact of light on adjacent residential properties. The proposed amendment to the existing Special Use Permit, as recommended by Staff, will have little or no impact on surrounding land uses and is consistent with **Policy 7.1.2** of the Future Land Use Element.

9. **Section 404.34(a)2** of the Unified Land Development code indicates that Private Educational Facilities may be allowed as a Limited Use or by Special Use Permit in certain Future Land Use designations, as indicated in Table 404.34.1. The Table indicates that in Institutional designations, Private Educational Facilities are allowed as a Limited Use. However, Oak Hall Private School has an existing SUP and, until that SUP is vacated, is regulated by the Conditions in the SUP. The subject application would modify the existing conditions of the SUP.

10. Any Special Use Permit is required to demonstrate that it complies with the general criteria identified in **Section 402.124** of the ULDC. As described in this

Report, and as regulated by the specific conditions proposed in this report, the use is consistent with the Comprehensive Plan and ULDC and is compatible with the existing land use pattern and future land use pattern established by the Comprehensive Plan. Further, the conditions proposed as part of Staff's recommendation and detailed below will ensure the use does not adversely affect the health, safety, or welfare of the public.

11. **Section 404.34(b)** defines several standards that are applicable to all Educational Facilities, while **Section 404.34(c)** defines criteria applicable to Private Educational Facilities. The subject application, coupled with the conditions included in the resolution, meets the standards established in the Section.

This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session this 27th Day in September, A.D., 2011.

BOARD OF COUNTY COMMISSIONERS OF

ALACHUA COUNTY, FLORIDA

By: _____

Lee Pinkoson, Chair

ATTEST:

_____

J. K. Irby, Clerk

(SEAL)

APPROVED AS TO FORM

_____

Alachua County Attorney

DEPARTMENT APPROVAL

AS TO CORRECTNESS

_____

Department of Growth Management

Authorized Designee

EXHIBIT A

Parcel #06668-002-003
COM 2641.32 FT S 50 FT W OF NE COR SEC ON W R/W COUNTY RD SW 29 POB W 2589.79 FT N 734.29 FT E 1577.08 FT S 434.72 FTE 1016.31 FT S 270 FT TO POB OR 582/273 & OR 720/382 & OR 720/384

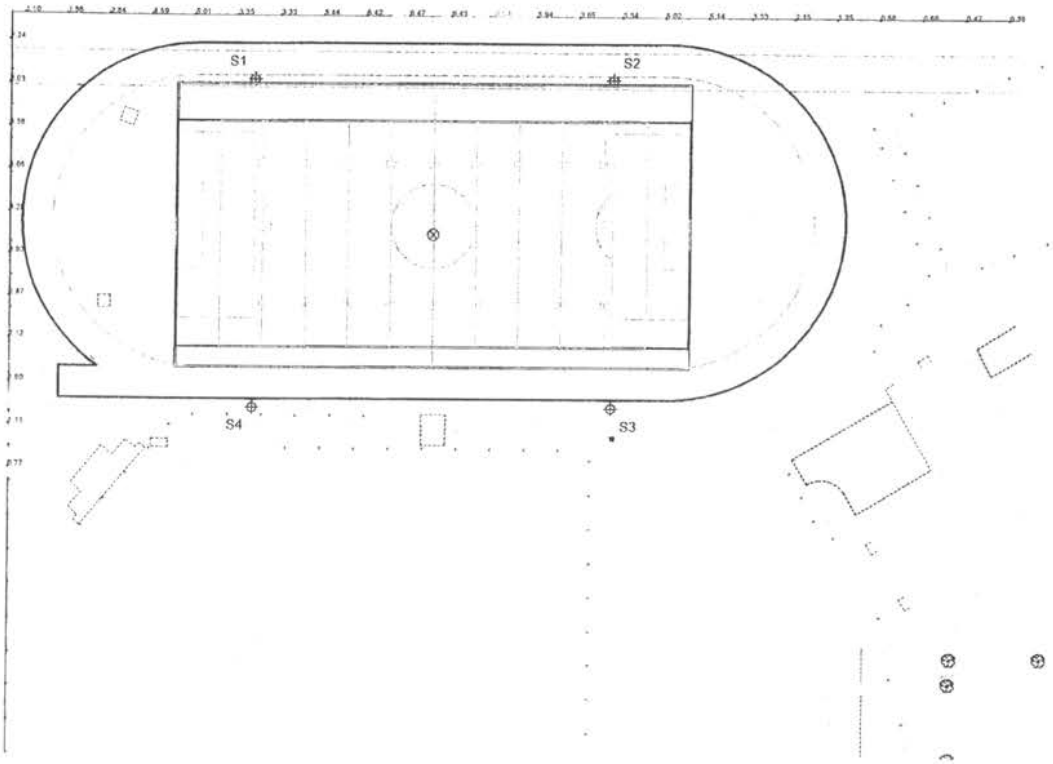
Parcel #06668-002-005
COM NE COR SEC RUN S 1922.44 FT W 50 FT TO W SIDE SW 75TH ST POB W 1016.31 FT S 434.72 FT E 1016.31 FT N 428.61 FT POBOR 720/379

Exhibit B
Proposed Photometric Plans

EQUIPMENT LIST FOR AREAS SHOWN

Pole QTY	Pole LOCATION	Pole SIZE	Pole ARM	Luminaires MOUNTING HEIGHT	Luminaires LAMP TYPE	Luminaires QTY / POLE	Luminaires THIS GRID	Luminaires OTHER GRIDS
2	S1-S2	70'	-	70'	FUTURE	2*	0	2
				70'	1500W MZ	12	12	0
1	S3	70'	-	70'	1500W MZ	11/2*	11	2
1	S4	70'	-	70'	FUTURE	5*	0	5
				70'	1500W MZ	11	11	0
4			TOTALS			57	46	11

* This structure utilizes a back-to-back mounting configuration



SCALE IN FEET 1 : 80

0 80 160'

Pole location(s) & dimensions are relative to 0,0 reference point(s).

MUSCO GREEN GENERATION LIGHTING™

GUARANTEED PERFORMANCE

ILLUMINATION SUMMARY

Property Spill - All
Oak Hall High School Football Soccer
Gainesville,FL

Property Spill - All
- Grid Spacing = 30.0'
- Values given at 3.0' above grade

- Luminaire Type: Green Generation
- Rated Lamp Life: 5,000 hours
- Avg Lumens/Lamp: 134,000

CONSTANT ILLUMINATION
MAX VERTICAL FOOTCANDLES

	Entire Grid
No. of Target Points:	35
Average:	3.228
Maximum:	6.54
Minimum:	0.36
Average Lamp Tilt Factor:	1.000
Number of Luminaires:	46
Avg KW over 5,000:	71.94
Max KW:	78.2

Guaranteed Performance: The CONSTANT ILLUMINATION described above is guaranteed for the rated life of the lamp.

Field Measurements: Averages shall be +/-10% in accordance with IESNA RF-6-01 and CIBSE LG4. Individual measurements may vary from computer predictions.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume +/- 3% nominal voltage at line side of the ballast and structures located within 3 feet (1m) of design locations.

By: Justin Van Soelen

File #: 63801newR1.1 Date: 21-Sep-11

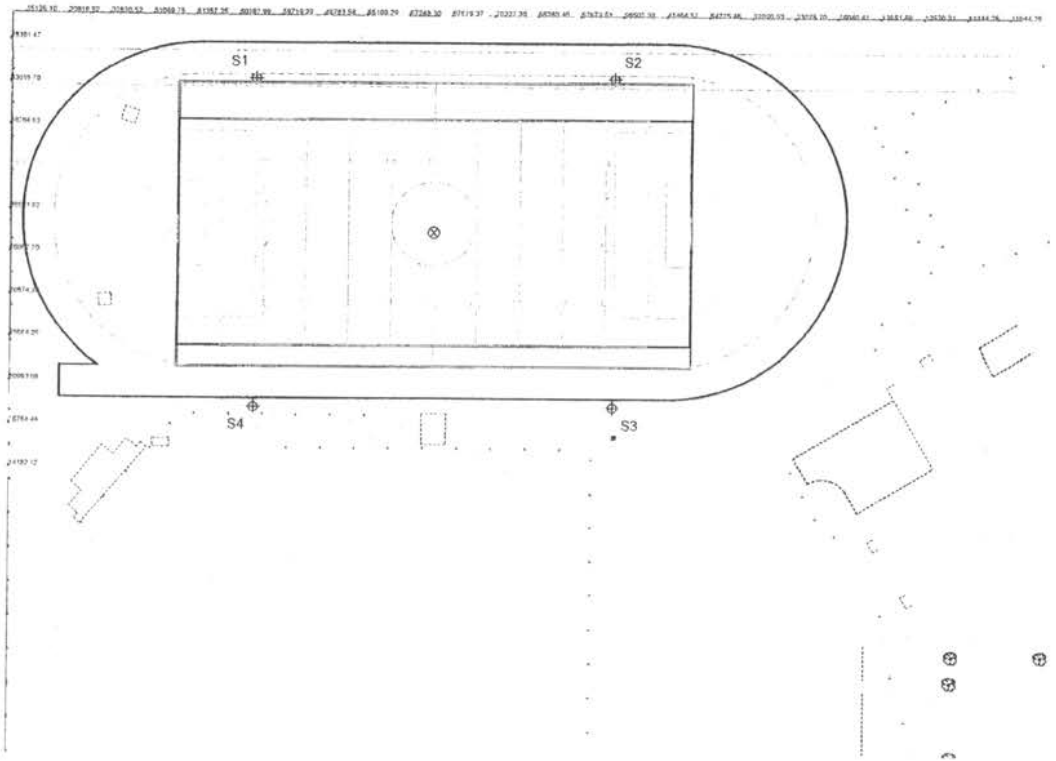
Not to be reproduced in whole or part without the written consent of Musco Lighting. ©1981, 2011 Musco Lighting

Print Date (21/Sep/2011) & Time (10:49)

EQUIPMENT LIST FOR AREAS SHOWN

Pole			Luminaires				
QTY	LOCATION	SIZE	MOUNTING HEIGHT	LAMP TYPE	QTY / POLE	SIDE Calm	OTHER Objects
2	S1-S2	70'	70'	FUTURE	7*	0	2
1	S3	70'	70'	1500W MZ	12	12	0
1	S4	70'	70'	1500W MZ	11/0*	11	2
			70'	FUTURE	5*	0	5
			70'	1500W MZ	11	11	0
4		TOTALS			57	46	11

* This structure utilizes a back-to-back mounting configuration



SCALE IN FEET 1 : 80

0 80 160

MUSCO
GREEN GENERATION LIGHTING™

GUARANTEED PERFORMANCE

ILLUMINATION SUMMARY

Property Spill - All
Oak Hall High School Football Soccer
Gainesville,FL

Property Spill - All
Grid Spacing = 30.0'
Values given at 3.0' above grade

Luminaire Type:	Green Generation
Rated Lamp Life:	5,000 hours
Avg Lumens/Lamp:	134,000

CONSTANT
CANDELA (PER FIXTURE)

Entire Grid
No. of Target Points: 35
Average: 40617.76
Maximum: 74387.48
Minimum: 11044.36

Average Lamp Tilt Factor:	1.000
Number of Luminaires:	46
Avg KW over 5,000:	71.94
Max KW:	78.2

Guaranteed Performance: The CONSTANT ILLUMINATION described above is guaranteed for the rated life of the lamp.

Field Measurements: Averages shall be +/-10% in accordance with IESNA RP-6-01 and CIBSE LG4. Individual measurements may vary from computer predictions.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume +/- 3% nominal voltage at line side of the ballast and structures located within 3 feet (1m) of design locations.

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗

By: Justin Van Soelen
File #: 83801newR1.1 Date: 21-Sep-11

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Print Date (21/Sep/2011) & Time (10:49)

Exhibit C
Proposed Aiming Plan

Lighting Equipment

Alachua County
Office of Planning and Development Staff Report

Application Number: ZOS-07-11 Staff Contact: Chris Dawson, AICP, Planner 352-374-5249

Board of County Commissioners **Hearing Date: September 27, 2011**

SUBJECT: A request for a minor amendment to an existing Special Use Permit for a Private Education Facility to modify conditions related to outdoor lighting.

APPLICANT/AGENT: Causseaux, Hewett, & Walpole, Inc.

PROPERTY OWNER: Oak Hall Private School

PROPERTY DESCRIPTION:
Location: 8009 Southwest 14th Avenue
Parcel Numbers: 06668-002-003, 06668-002-005
Section/Township/Range: 08-10-19
Land Use: Institutional
Zoning: A
Existing Use: Private Educational Facility
Acreage: 43.41

PREVIOUS REQUESTS:
ZOS-07-06 – Request for a minor amendment to an existing Special Use Permit to modify the previously approved use areas
ZOS-12-04 – Request for an amendment to an existing Special Use Permit to allow for construction of new facilities
ZOS-21-98 – Request for a Special Use Permit to allow for a Private School in the 'A' Agriculture zoning district

APPLICATION HISTORY:
Application submitted: 8/31/2011
Incomplete application notification: 9/1/2011
Revised application submitted: 9/2/2011
Request for additional information: 9/12/2011
Additional information submitted: 9/13/2011
Staff Report release: 9/14/2011
BoCC public hearing: 9/27/2011

ZONING VIOLATION HISTORY: There are currently no violations on the site.

STAFF RECOMMENDATION: Approval with bases and conditions in report.

ANALYSIS OF REQUEST

Background

The subject application is a request for a minor amendment to an existing Special Use Permit (SUP) for a Private Educational Facility located in the 'A' (Agriculture) zoning district. The school, Oak Hall Private School, is requesting to modify one existing condition of the SUP and to delete one existing condition. The Oak Hall Private School was founded in 1970 when Private Education Facilities were a permitted use in the 'A' zoning district. Subsequent updates to the County's Land Development Regulations (LDRs) required that Private Educational Facilities in the 'A' zoning district obtain a SUP. Therefore, in 1998, in order to expand consistent with Alachua County's Land Development Regulations, the school obtained a SUP (ZOS-21-98) to allow for a Private Educational Facility in the 'A' (Agriculture) zoning district.

In 2004, Oak Hall Private School requested an amendment to its SUP to include Martha Manson Academy, allow for expansion and new construction, new parking areas, and new and expanded outdoor athletic facilities. ZOS-12-04 included new Conditions 9 and 10. Condition 9 of the SUP limited parking lighting and sports facilities lighting to the hours of 7:00 a.m. to 9:00 p.m. except during soccer or football games when the lighting would be allowed to remain on until 11:00 p.m. The condition also established standards for fixture type and a 0.5 footcandle (fc) limit on illumination levels at the property line. Condition 10 limited the installation of new outdoor lighting to the proposed faculty parking lot near the southern boundary of the property, the existing athletic field at the northwest corner of the site, the existing baseball field, the new soccer field, and the new tennis courts.

A subsequent SUP amendment in 2006 (ZOS-07-06) modified the site plan for the property, but did not alter the conditions of the SUP approved in 2004. The current application proposes changes to Conditions 9 and 10 of the SUP, to modify the requirements for new outdoor lighting and removing the specific language about the location of new lighting. The application proposes to require that outdoor lighting be consistent with the standards established in the Unified Land Development Code (ULDC). Under separate application, the applicant has also proposed revised standards for the lighting for all educational facilities.

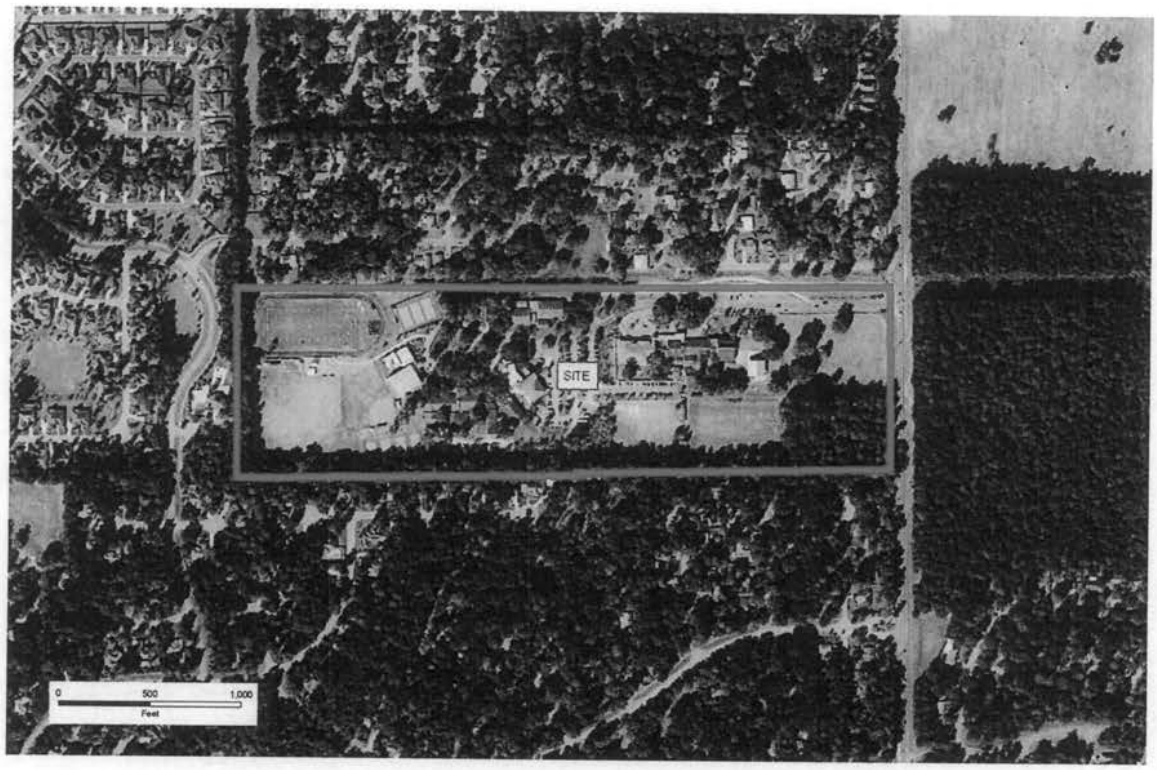


Figure 1. Aerial View of Subject Property

Description of Surrounding Properties

Oak Hall Private School is located on the west side of Southwest 75th Street (Tower Road) approximately 0.4 miles south of its intersection with Southwest 8th Avenue. Properties to the north, west and south are currently developed as single-family detached residential subdivisions. These properties have a Residential Low Density (1-4 dwelling units per acre) Future Land Use designation. All of the properties to the north, west and south have a 'PD' Planned Development zoning district. Across Southwest 75th Street are undeveloped properties with Residential Medium High Density (8-14 dwelling units per acre) Future Land Use designation and 'R-2a' zoning district.

To the north of Oak Hall Private School is the Westwood subdivision (2.8 units per acre). There is also a Gainesville Regional Utilities easement along the northern boundary of the property. To the west of the subject property is the Cobblefield subdivision developed at a gross density of 1.8 dwelling units per acres. To the south are the Sunrise and Avalon subdivisions (1.7 and 1.8 dwelling units per acre,

respectively). In these subdivisions, 33 single family lots are directly adjacent to the school property line.



Figure 2. Future Land Use Designations for Project Area



Figure 3. Zoning Districts for Project Area

LEVELS OF SERVICE

The Alachua County Comprehensive Plan Capital Improvement Element requires that the public facilities and services needed to support development be available concurrent with the impacts of development and that issuance of a Certificate of Level of Service Compliance (CLSC) be a condition of all final development orders. 'Concurrent' shall mean that all adopted levels of service (LOS) standards shall be maintained or achieved within specified timeframes. Per **Policies 1.2.4** and **1.2.5** of the Capital Improvements Element of the Alachua County Comprehensive Plan, LOS standards have been adopted for various types of public facilities. The subject application proposes no changes that will impact any of the public facilities with identified LOS Standard. Therefore, the subject application is consistent with and meets all LOS Standards.

COMPREHENSIVE PLAN AND ULDC CONSISTENCY

Staff finds the request to be consistent with the Alachua County Comprehensive Plan and the Unified Land Development Code as a whole and specifically with the policies and sections outlined here.

Private educational facilities are defined in **Policy 5.1.2.a** of the Alachua County Comprehensive Plan as being institutional uses. In considering the location of institutional uses, **Policy 5.2.1** establishes a number of criteria to determine the appropriateness of institutional locations. Among these are: optimum service area; optimum operating size; access to clientele; compatibility with surrounding uses; nature of service provision; needs of the clientele and the availability and adequacy of infrastructure to serve the particular use. The school has been located at this site since 1970 and has a maximum operating capacity of 800 students. It is located along Southwest 75th Street, a two lane arterial road, thus providing ready access for its student population. The site is served by existing centralized potable water and sewer services and any new development will be required to connect to those services.

Policy 5.2.2 states that institutional uses shall be designed and located for integration into the surrounding community. The school is located on a 43.41 acre parcel that is bounded to the east by Southwest 75th Street, the Westwood subdivision to the north, the Cobblefield subdivision to the west, and the Sunrise and Avalon subdivisions to the south. The school is currently an active part of the area and is integrated into the surrounding development and is consistent with Policy 5.2.2 of the Future Land Use Element. Subject to the recommendation of Staff, the school will continue to be consistent with this Policy with approval of the Special Use Permit.

Policy 5.3.1 of the Future Land Use Element identifies specific areas where Educational Facilities should not be allowed. None of the areas listed apply to the location of the subject property. **Policy 5.3.7.d** indicates that Private Educational Facilities shall be allowable uses in the Institutional Future Land Use designation. However, the existing facility has a Special Use Permit that was granted under previous LDRs and may continue to operate subject to that Special Use Permit. The proposed site is consistent with these two policies. Further, **Policy 5.3.8** indicates that existing schools shall be considered consistent with the Comprehensive Plan.

Policy 7.1.2 of the Alachua County Comprehensive Plan states that '*Proposed changes in the zoning map shall consider:*

(a) *consistency with the goals, objectives, policies and adopted maps of the Comprehensive Plan…*

(c) the relationship of the proposed development to existing development in the vicinity and considerations relating to environmental justice and redevelopment opportunities

As identified above, the school is consistent with other goals, objectives and policies of the Comprehensive Plan. The school is located on a 43.41 acre parcel that is bounded to the east by Southwest 75th Street, the Windward Meadows Subdivision and Lawton Chiles Elementary School, the Westwood subdivision to the north, the Cobblefield subdivision to the west, and the Sunrise and Avalon subdivisions to the south. The amended Special Use Permit, if approved with the Conditions proposed by Staff, is not expected to adversely impact these surrounding land uses.

The existing development standards in the ULDC and the conditions proposed by Staff will limit the impact of light on adjacent residential properties. The proposed amendment to the existing Special Use Permit, as recommended by Staff, will have little or no impact on surrounding land uses and is consistent with Policy 7.1.2 of the Future Land Use Element.

Unified Land Development Code

Section 404.34(a)2 of the Unified Land Development code indicates that Private Educational Facilities may be allowed as a Limited Use or by Special Use Permit in certain Future Land Use designations, as indicated in Table 404.34.1. The Table indicates that in Institutional designations, Private Educational Facilities are allowed as a Limited Use. However, Oak Hall Private School has an existing SUP and, until that SUP is vacated, is regulated by the Conditions in the SUP. The subject application would modify the existing conditions of the SUP.

Any Special Use Permit is required to demonstrate that it complies with the general criteria identified in Section 402.124 of the ULDC. These criteria are:

(a) the proposed use is consistent with the Comprehensive Plan and ULDC;

(b) the proposed use is compatible with the existing land use pattern and future uses designated by the Comprehensive Plan;

(c) the proposed use shall not adversely affect the health, safety, and welfare of the public; and

(d) satisfactory provisions and arrangements have been made concerning the following matters, where applicable:

a. *ingress and egress to the property and proposed structures thereon with particular reference to automotive, bicycle, and pedestrian safety and convenience, traffic flow and control and access in case of fire or catastrophe;*

b. *off-street parking and loading areas where required, with particular attention to item 1 above;*

c. *the noise, glare or odor effects of the special exception on surrounding properties;*

d. *refuse and service areas, with particular reference to location, screening and items 1 and 2 above;*

e. *Utilities, with reference to location and availability;*

f. *Screening and buffering with reference to type, dimensions and character;*

g. *Signs, if any, and proposed exterior lighting with reference to glare, traffic safety and compatibility with surrounding properties;*

h. *Required yards and other open space;*

i. *General compatibility with surrounding properties; and*

j. *Any special requirements set forth in this ULDC for the particular use involved.*

As described in this Report, and as regulated by the specific conditions proposed in this report, the use is consistent with the Comprehensive Plan and ULDC and is compatible with the existing land use pattern and future land use pattern established by the Comprehensive Plan. Further, the conditions proposed as part of Staff's recommendation and detailed below will ensure the use does not adversely affect the health, safety, or welfare of the public.

Section 404.34(b) defines several standards that are applicable to all Educational Facilities, while **Section 404.34(c)** defines criteria applicable to Private Educational Facilities. The following are the specific requirements identified in these Sections:

(b) General Standards

The following standards shall apply to all educational facilities.

1. Accessibility

a. *Sites for all schools shall be located on publicly maintained paved roads.*
b. *Direct access to middle and senior high schools shall be available from a collector or arterial road.*

c. *All schools shall be linked with surrounding residential areas by bikeways and sidewalks.*
d. *All schools shall be designed to accommodate public bus transportation and/or other means of public transit.*

2. ***Minimum Setbacks***
All buildings shall comply with the yard and setback requirements of the district in which they are located; and, in no case shall be less than 25 feet on the front, 20 feet in the rear, and 10 feet on interior side, and 25 feet on street side.

3. ***Outdoor Lighting***
   a. *Outdoor Lighting for sports facilities shall not be used to light parking or pedestrian areas.*
   b. *Any lighting installed for sports facilities shall utilize flat glass lenses and house side shields.*
   c. *Illumination levels at any point on the property line adjacent to a residential area shall not exceed 0.5 footcandles.*
   d. *A photometric lighting plan, including specifications for fixtures, shall be required as part of any development plan.*
   e. *An alternative lighting plan for existing sports facilities with existing lighting may be proposed as part of a Special Use Permit, if required above, or as part of a Special Exception for locations that do not require a Special Use Permit. An alternative lighting plan shall include the following:*
      i. *A demonstration that the facility cannot be adequately lit while meeting the standards above.*
      ii. *Illumination levels at the property line no greater than the existing illumination levels. Illumination levels shall be measured at ground level.*
      iii. *A reduction in glare compared to the existing installed fixtures by ensuring that perceived luminance at the property line measured at 5 feet above the ground does not exceed existing levels.*
      iv. *Fixtures that include house side shields*
      v. *A photometric plan demonstrating the existing conditions of lighting for outdoor recreational facilities, including the location, type and mounting height of existing fixtures, as a calculation of illumination levels at the property line spaced at 10 feet intervals, actual photometric readings that support the calculation of existing illumination levels.*
      vi. *A photometric plan that includes the location, type and mounting height of all proposed fixtures, as well as a calculation of illumination levels spaced at 10 ft. intervals*

and demonstration of perceived luminance at the property line.

4. ***Vehicular Circulation***
   In addition to the requirements of Chapter 402, an applicant shall provide a vehicular circulation plan, showing onsite queuing and circulation, vehicle stacking, drop-off areas and interior roads, based upon the location of and number of patrons that utilize the facility.

(c) Additional Requirements for Private Educational Facilities

In addition to the standards specified above, the following standards shall apply to all private educational facilities.

1. ***Hours of Operation***
   No activities shall be conducted on-site between the hours of 11:00 PM and 6:00 AM unless approved otherwise as part of a special use permit.
2. ***Additional Buffering***
   All private facilities shall meet the landscape buffer requirements in Article 4, Landscaping, of Chapter 407. For facilities serving 100 or more students, a minimum 25-foot wide medium-density buffer shall be maintained along any boundaries adjacent to residential areas or as required by Chapter 407, whichever is greater.

With the exception of the Outdoor Lighting requirements, each of these items has been previously addressed by the Special Use Permit. The specific request for this amendment is to allow for the modification of the existing lighting requirements. The applicant has submitted photometric plans comparing the illumination levels and the glare at the property line with the existing fixtures and as proposed. The proposed lighting system will reduce illumination levels at the property line by approximately 50%. The glare at the property line will be reduced by approximately 80%. Therefore, the alternative lighting system will be susbstantially better than the existing lighting. The proposed amendment is, therefore, consistent with the requirements for Educational Facilities.

As such, Staff recommends that Condition 9 of the existing Special Use Permit be modified to remove the fixture requirements. Instead, the Condition will now only reference the allowed hours of operation for the lights. Condition 10 is proposed to be modified such that new parking areas will be required to meet the existing standards for parking lot lighting in the ULDC, to require new lighting to meet the existing 0.5 footcandle standard of the ULDC, and to allow the athletic field in the northwest corner to have new lighting consistent with the photometric plan included with this application.

STAFF RECOMMENDATION

Staff recommends **approval** of ZOS-07-11 with the following conditions and bases:

Conditions

1. Conditions 1 through 8 and 11 through 13 of Resolution Z-06-19 shall remain in effect as included therein.

2. Condition 9 of Resolution Z-06-19 shall be amended to read as follows:

The hours of use for outdoor lighting that is associated with existing or proposed sports facilities or new parking facilities shall be limited to 7:00 AM to 9:00 PM, except during football and soccer games the lights shall be allowed to remain on until 11:00 PM on the existing field. ~~In order to reduce impacts on surrounding uses, any lighting for sports facilities or parking areas shall utilize flat glass lenses, house side shields, and 'NEMA' type II, III, or IV reflectors. The illumination levels at any point on the property line next to a residential area shall not exceed 0.5 footcandles. A photometric lighting plan, including specifications for fixtures, shall be required as part of any development plan.~~

3. Condition 10 of Resolution Z-06-19 shall be amended to read as follows:

The installation of new outdoor lighting on the site shall be limited to the proposed faculty parking lot near the southern boundary of the property, the pre-existing field at the northwest corner of the site, the existing baseball field, the new soccer field, and the four new tennis courts that are located farthest from the property line. New outdoor lighting for parking areas shall meet the requirements of Chapter 407, Article 2, Parking. New outdoor lighting for new athletic areas shall meet the requirements of Chapter 407, Article 7, Educational Facilities. Lighting for the existing field at the northwest corner of the site shall be consistent with the photometric plan submitted with application ZOS-07-11.

Bases:

1. Per **Policies 1.2.4** and **1.2.5** of the Capital Improvements Element of the Alachua County Comprehensive Plan, LOS standards have been adopted for various types of public facilities. The subject application proposes no changes that will impact any of the public facilities with identified LOS Standard. Therefore, the subject application is consistent with and meets all LOS Standards.

2. Private educational facilities are defined in **Policy 5.1.2.a** of the Alachua County Comprehensive Plan as being institutional uses.

3. **Policy 5.2.1** establishes a number of criteria to determine the appropriateness of institutional locations. Among these are: optimum service area; optimum operating size; access to clientele; compatibility with surrounding uses; nature of

service provision; needs of the clientele and the availability and adequacy of infrastructure to serve the particular use. The school has been located at this site since 1970 and has a maximum operating capacity of 800 students. It is located along Southwest 75th Street, a two lane arterial road, thus providing ready access for its student population. The site is served by existing centralized potable water and sewer services and any new development will be required to connect to those services.

4. **Policy 5.2.2** states that institutional uses shall be designed and located for integration into the surrounding community. The school is located on a 43.41 acre parcel that is bounded to the east by Southwest 75th Street, the Westwood subdivision to the north, the Cobblefield subdivision to the west, and the Sunrise and Avalon subdivisions to the south. The school is currently an active part of the area and is integrated into the surrounding development and is consistent with Policy 5.2.2 of the Future Land Use Element. Subject to the recommendation of Staff, the school will continue to be consistent with this Policy with approval of the Special Use Permit.

5. **Policy 5.3.1** of the Future Land Use Element identifies specific areas where Educational Facilities should not be allowed. None of the areas listed apply to the location of the subject property.

6. **Policy 5.3.7.d** indicates that Private Educational Facilities shall be allowable uses in the Institutional Future Land Use designation. However, the existing facility has a Special Use Permit that was granted under previous LDRs and may continue to operate subject to that Special Use Permit.

7. **Policy 5.3.8** indicates that existing schools shall be considered consistent with the Comprehensive Plan.

8. The existing development standards in the ULDC and the conditions proposed by Staff will limit the impact of light on adjacent residential properties. The proposed amendment to the existing Special Use Permit, as recommended by Staff, will have little or no impact on surrounding land uses and is consistent with **Policy 7.1.2** of the Future Land Use Element.

9. **Section 404.34(a)2** of the Unified Land Development code indicates that Private Educational Facilities may be allowed as a Limited Use or by Special Use Permit in certain Future Land Use designations, as indicated in Table 404.34.1. The Table indicates that in Institutional designations, Private Educational Facilities are allowed as a Limited Use. However, Oak Hall Private School has an existing SUP and, until that SUP is vacated, is regulated by the Conditions in the SUP. The subject application would modify the existing conditions of the SUP.

10. Any Special Use Permit is required to demonstrate that it complies with the general criteria identified in **Section 402.124** of the ULDC. As described in this Report, and as regulated by the specific conditions proposed in this report, the use is consistent with the Comprehensive Plan and ULDC and is compatible with the existing land use pattern and future land use pattern established by the Comprehensive Plan. Further, the conditions proposed as part of Staff's recommendation and detailed below will ensure the use does not adversely affect the health, safety, or welfare of the public.

11. **Section 404.34(b)** defines several standards that are applicable to all Educational Facilities, while **Section 404.34(c)** defines criteria applicable to Private Educational Facilities. The subject application, coupled with the conditions included in the resolution, meets the standards established in the Section.

Attachments:

Exhibit 1 – Existing Photometric Plan

Exhibit 2 – Proposed Photometric Plan

Exhibit 3 – Application Materials

Exhibit 1: Existing Photometric Plan

Exhibit 2: Proposed Photometric Plan

Alachua County
Office of Planning and Development Staff Report

Exhibit 3: Application Materials

Oak Hall School

Minor Special Use Permit Amendment
Application Package

Prepared for Submittal to:
Alachua County, FL

Prepared on Behalf of:
Oak Hall School

Prepared by:

Causseaux, Hewett, & Walpole, Inc.
Engineering • Surveying • Planning
6011 NW 1st Place Gainesville, Florida 32607
Phone: (352) 331-1976 Fax: (352) 331-2476
http://www.chw-inc.com

August 31, 2011
PN#11-0239

Application Package
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1. **Cover Letter**
2. **SUP Application**
3. **Owner Affidavit**
4. **Legal Description**
5. **Tax Records**
6. **Justification Report**
7. **SUP Site Plan**
8. **Directions to Site**

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1. **Cover Letter**

CAUSSEAUX, HEWETT, & WALPOLE, INC.
CHW
Established 1988
Engineering • Surveying • Planning

Focused on Excellence
Delivered with Integrity

August 31, 2011

Mr. Steve Lachnicht, AICP, Director
Alachua County Department of Growth Management
10 SW 2nd Avenue, 3rd Floor
Gainesville, FL 32601-6294

Re: Oak Hall School – Minor Special Use Permit (SUP) Amendment

Dear Mr. Lachnicht:

Attached, please find application materials for the above referenced project:

- One (1) hard copy of the Minor SUP Amendment application package including the following items:
  - Application;
  - Justification Report;
  - Special Use Permit Site Plan;
  - One CD-ROM containing an original copy of the above materials in Adobe Acrobat format; and
  - One check for the Minor SUP Amendment fee in the amount of $1,200.00.

We submit these items for your review and approval for the above referenced project. As you know, we are requesting a Minor SUP Amendment to modify Conditions 9 and 10, which specifically regulate educational facility lighting. Absent the previous conditions' specificity, the outdoor lighting will be consistent with the updated Alachua County Unified Land Development Code (ULDC).

We trust this submittal will be sufficient for your review and subsequent recommendation of approval to the Board of County Commissioners (BoCC). If you have any questions, please contact our office.

Sincerely,
Causseaux, Hewett, & Walpole, Inc.

Gerry Dedenbach

Gerry R. Dedenbach, AICP, LEED® AP
Director of Planning & GIS Services

I:\JOBS\2011\11-0239\Application\LTR_SUP App_CovLet_110829.doc

6011 NW 1st Place
Gainesville, Florida 32607

Phone: (352) 331-1976
Fax: (352) 331-2476
www.chw-inc.com

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2. **SUP Application**

Alachua County
Department of Growth Management
10 SW 2nd Ave., Gainesville, Fl 32601
Tel. 352.374.5249, Fax. 352.338.3224
http://growth-management.alachuacounty.us

Submit Application to:
Development Services Division

ZONING APPLICATION

For Rezonings (except Planned Developments) and Special Use Permits and Special Exceptions (including Minor SUP's and SE's).

GENERAL INFORMATION (BY APPLICANT/ AGENT)

Applicant/Agent: Causseaux, Hewett, & Walpole, Inc. Contact Person: Gerry Dedenbach

Address: 6011 NW 1st Place, Gainesville, FL 32607 Phone: (352) 331 - 1976

Email address: gerryd@chw-inc.com

SUBJECT PROPERTY DESCRIPTION

Property Owner: Oak Hall Private School Property Address: 8009 SW 14th Avenue

City: Gaiensville State: Florida Zip: _____ Phone: (352) 332 - 3207

Tax Parcel #: 06668 - 002 - 003 Section: 08 Township: 10 Range: 19 Grant: _____

Total Acreage: ±43.41 Zoning: Agricultural Land Use: Institutional

and Tax Parcel # 06668-002-005

TYPE OF REQUEST

☐	Rezoning	From: _____ To: _____
☐	Special Use Permit	For: _____
☑	Minor Special Use Permit	For: To revise outdoor lighting requirements in Conditions 9 & 10
☐	Special Exception	For: _____
☐	Minor Special Exception	For: _____

CERTIFICATION

I, the undersigned applicant, hereby certify that the information contained in this application is true and correct to the best of my knowledge and belief. I hereby grant the appropriate County personnel permission to enter the subject property during reasonable hours so that they may investigate and review this zoning request.

Signature of Applicant/Agent: Gerry Dedenbach Date: 8/30/2011

Applications shall be submitted no later than 4:00 PM on the submittal deadline date

Form revised April 2011.

Alachua County
Department of Growth Management
10 SW 2nd Ave., Gainesville, Fl 32601
Tel. 352.374.5249, Fax. 352.338.3224
http://growth-management.alachuacounty.us

Submit Application to:
Development Services Division

REQUIRED ATTACHMENTS

The following items must accompany your application at the time of submittal. No applications will be accepted without these attachments. Please submit the application fee, check made payable to Alachua County Board of County Commissioners, one paper copy and one digital copy of the following:

N/A Proof of neighborhood workshop, where applicable.

☑ Legal description.

☑ Property Owner's Affidavit, notarized.

☑ Proof of payment of taxes on all parcels.

☑ Detailed directions to the site.

☑ Detailed description of request and an explanation of why the request is consistent with the County's Comprehensive Plan and Unified Land Development Code.

N/A An analysis of the impact of the proposed development on public facilities and services.

☑ Survey or scaled drawing of property showing boundaries of property and adjacent properties, roads, easements, and all structures on site.

☑ Proposed site plans, no larger than 11" by 17", for all Special Use Permits, Special Exceptions, and Rezonings to RM or RM-1. Site plans should display the following:

- ☑ Property boundaries and dimensions.
- ☑ Existing and proposed buildings, additions, or structures, with distances from the property boundaries shown.
- ☑ Streets, sidewalks, drives, parking and loading areas, and similar features.
- ☑ Proposed landscape plan, if applicable.

N/A Environmental Resources Checklist, conducted by a qualified professional (certain requests may require a more extensive natural resources assessment).

N/A Additional requirements (listed separately) for Special Use Permits for Mining Operations, Excavation and Fill Operations, and for Personal Wireless Services Facilities.

N/A Other _____

Planning staff reserves the right to require additional information for all applications where such submission is necessary to insure compliance with applicable criteria in the individual case.

☑ A digital copy of each of the above, in either Microsoft Word or Adobe PDF format.

Form revised April 2011.

Application Package
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3. **Owner Affidavit**

Alachua County, Board of County Commissioners
Department of Growth Management
10 SW 2nd Ave., Gainesville, Fl 32601
Tel. 352.374.5249, Fax. 352.338.3224
http://growth-management.alachua.fl.us

Submit Application to:
Development Services Division

PROPERTY OWNERS' AFFIDAVIT

Oak Hall Private School
Owner

Application No.

Martha Manson Academy, Inc.
Additional Owners

Causseaux, Hewett, & Walpole, Inc.
Appointed Agent(s)

06668-002-003, 06668-002-005
Parcel Number(s)

8 Section | 10 Township | 19 Range

Zoning and Site Plan Actions
Type of Request

I (we), the property owner(s) of the subject property, being duly sworn, depose and say the following:

1. That I am (we are) the owner(s) and record title holder(s) of the property described in the attached legal description;
2. That this property constitutes the property for which the above noted land use request is being made to the Alachua County Board of County Commissioners;
3. That I (we), the undersigned, have appointed, and do appoint, the above noted person(s) as my (our) agent(s) to execute any agreement(s), and other documents necessary to effectuate such agreement(s) in the process of pursuing the aforementioned land use request;
4. That this affidavit has been executed to induce the Alachua County Board of County Commissioners to consider and act on the subject request;
5. That I (we), the undersigned authority, hereby certify that the foregoing statements are true and correct.

Owner (signature) | Owner (signature) | Owner (signature)

STATE OF FLORIDA
COUNTY OF ALACHUA

Notary Public State of Florida
Kelly Jones Bishop
My Commission EE057502
Expires 02/04/2015

(SEAL ABOVE)

SWORN AND SUBSCRIBED BEFORE ME
THIS 30th DAY OF August, 2011
BY Richard Gehman
WHO IS/ARE PERSONALLY KNOWN TO ME OR HAS/HAVE PRODUCED AS IDENTIFICATION

(TYPE OF IDENTIFICATION)

Kelly Jones Bishop
Notary Public, Commission No. EE057502
(Name of Notary typed, printed, or stamped)

Form revised on March 2007. Downloadable from: http://growth-management.alachua.fl.us/formsdocs.php

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4. **Legal Description**

OAK HALL SUP AMENDMENT

LEGAL DESCRIPTION

Parcel #06668-002-003
COM 2641.32 FT S 50 FT W OF NE COR SEC ON W R/W COUNTY RD SW 29 POB W 2589.79 FT N 734.29 FT E 1577.08 FT S 434.72 FTE 1016.31 FT S 270 FT TO POB OR 582/273 & OR 720/382 & OR 720/384

Parcel #06668-002-005
COM NE COR SEC RUN S 1922.44 FT W 50 FT TO W SIDE SW 75TH ST POB W 1016.31 FT S 434.72 FT E 1016.31 FT N 428.61 FT POBOR 720/379

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5. **Tax Records**

Alachua County Tax Collector

Tax Record

generated on 8/30/2011 5:15:35 PM EDT

Last Update: 8/30/2011 5:15:34 PM EDT

Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

Account Number	Tax Type	Tax Year
06668-002-003	**REAL ESTATE**	**2010**

Mailing Address
OAK HALL PRIVATE SCHOOL
8009 SW 14TH AVE
GAINESVILLE FL 32607-3326

Physical Address
8009 SW 14TH AVE

GEO Number
08-10-19-06668002003

Exempt Amount	Taxable Value
See Below	**See Below**

Exemption Detail
71 4644700

Millage Code
0400

Escrow Code

Legal Description
33.34 Acres COM 2641.32 FT S 50 FT W OF NE COR SEC ON W R/W COUNTY RD SW 29 POB W 2589.79 FT N 734.29 FT E 1577.08 FT S 434.72 FT E 1016.31 FT S 270 FT TO POB OR 582/273 & OR 720/382 & OR 720/384

Ad Valorem Taxes

Taxing Authority	Rate	Assessed Value	Exemption Amount	Taxable Value	Amount
BOARD OF COUNTY COMMISSIONERS					
CNTY GENERAL	8.3763	4,644,700	4,644,700	$0	$0.00
CNTY DEBT LL	0.2500	4,644,700	4,644,700	$0	$0.00
ALACHUA CNTY LIBRARY DISTRICT					
LIBRARY GENERAL	1.3638	4,644,700	4,644,700	$0	$0.00
LIBRARY BONDS	0.1098	4,644,700	4,644,700	$0	$0.00
SCHOOL BOARD OF ALACHUA COUNTY					
SCHL GENERAL	5.4840	4,644,700	4,644,700	$0	$0.00
SCHL DISCRNRY & CN	0.9980	4,644,700	4,644,700	$0	$0.00
SCHL BOND 5	0.3750	4,644,700	4,644,700	$0	$0.00
SCHOOL VOTED	1.0000	4,644,700	4,644,700	$0	$0.00
SCHL CAP26 PROJECT	1.2500	4,644,700	4,644,700	$0	$0.00
ST JOHNS RIVER WATER MGT DISTR	0.4158	4,644,700	4,644,700	$0	$0.00
MUNICIPAL SERVICES TAXING UNIT					
UNINCORP. SERVICES	0.4124	4,644,700	4,644,700	$0	$0.00
SHERIFF LAW ENFORCE	1.6710	4,644,700	4,644,700	$0	$0.00
FIRE PROTECTION SERV	1.3391	4,644,700	4,644,700	$0	$0.00

Total Millage	23.0452	Total Taxes	$0.00

Non-Ad Valorem Assessments

Code	Levying Authority	Amount
R806	SOLID WASTE MANAGEMENT	$219.87

Total Assessments	$219.87
Taxes & Assessments	$219.87

If Paid By	Amount Due
	$0.00

Date Paid	Transaction	Receipt	Year	Amount Paid
11/12/2010	PAYMENT	3004711.0001	2010	$211.08

Prior Year Taxes Due
NO DELINQUENT TAXES

Alachua County Tax Collector

Tax Record

generated on 8/30/2011 5:16:34 PM EDT

Last Update: 8/30/2011 5:16:33 PM EDT

Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

Account Number	Tax Type	Tax Year
06668-002-005	**REAL ESTATE**	**2010**

Mailing Address
MARTHA MANSON ACADEMY INC
7715 SW 14TH AVE
GAINESVILLE FL 32607-3399

Physical Address
7715 SW 14TH AVE

GEO Number
08-10-19-06668002005

Exempt Amount	Taxable Value
See Below	**See Below**

Exemption Detail
71 1421800

Millage Code
0400

Escrow Code

Legal Description
10.48 Acres COM NE COR SEC RUN S 1922.44 FT W 50 FT TO W SIDE SW 75TH ST POB W 1016.31 FT S 434.72 FT E 1016. 31 FT N 428.61 FT POB OR 720/379

Ad Valorem Taxes

Taxing Authority	Rate	Assessed Value	Exemption Amount	Taxable Value	Amount
BOARD OF COUNTY COMMISSIONERS					
CNTY GENERAL	8.3763	1,421,800	1,421,800	$0	$0.00
CNTY DEBT LL	0.2500	1,421,800	1,421,800	$0	$0.00
ALACHUA CNTY LIBRARY DISTRICT					
LIBRARY GENERAL	1.3638	1,421,800	1,421,800	$0	$0.00
LIBRARY BONDS	0.1098	1,421,800	1,421,800	$0	$0.00
SCHOOL BOARD OF ALACHUA COUNTY					
SCHL GENERAL	5.4840	1,421,800	1,421,800	$0	$0.00
SCHL DISCRNRY & CN	0.9980	1,421,800	1,421,800	$0	$0.00
SCHL BOND 5	0.3750	1,421,800	1,421,800	$0	$0.00
SCHOOL VOTED	1.0000	1,421,800	1,421,800	$0	$0.00
SCHL CAP26 PROJECT	1.2500	1,421,800	1,421,800	$0	$0.00
ST JOHNS RIVER WATER MGT DISTR	0.4158	1,421,800	1,421,800	$0	$0.00
MUNICIPAL SERVICES TAXING UNIT					
UNINCORP. SERVICES	0.4124	1,421,800	1,421,800	$0	$0.00
SHERIFF LAW ENFORCE	1.6710	1,421,800	1,421,800	$0	$0.00
FIRE PROTECTION SERV	1.3391	1,421,800	1,421,800	$0	$0.00

Total Millage	23.0452	Total Taxes	$0.00

Non-Ad Valorem Assessments

Code	Levying Authority	Amount
R809	SOLID WASTE MANAGEMENT	$611.19

Total Assessments	$611.19
Taxes & Assessments	$611.19

If Paid By	Amount Due
	$0.00

Date Paid	Transaction	Receipt	Year	Amount Paid
11/12/2010	PAYMENT	3004793.0001	2010	$586.74

Prior Year Taxes Due
NO DELINQUENT TAXES

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6. **Justification Report**

Oak Hall School

Minor Special Use Permit Amendment
Justification Report

Prepared for Submittal to:
Alachua County, Florida

Prepared on Behalf of:
Oak Hall School

Prepared by:

Causseaux, Hewett, & Walpole, Inc.
Engineering • Surveying • Planning
6011 NW 1st Place Gainesville, Florida 32607
Phone: (352) 331-1976 Fax: (352) 331-2476
http://www.chw-inc.com

August 31, 2011
PN 11-0239

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3.	Proposed Text Changes	3
4.	Consistency with Alachua County Comprehensive Plan	4

1. Executive Summary

Causseaux, Hewett, & Walpole, Inc.
Engineering • Surveying • Planning

To: Mr. Steve Lachnicht, AICP, Director, #11-0238
Alachua County Department of Growth Management
From: Gerry Dedenbach, AICP, LEED® AP, Director of Planning and GIS Services
Date: August 31, 2011
Re: Oak Hall School – Minor Special Use Permit (SUP) Amendment Application

Jurisdiction: Alachua County, FL	**Intent of Application:** A Minor SUP Amendment to modify Conditions of Approval #'s 9 and 10, which specifically regulate educational facility lighting.
Description of Location: 8009 SW 14th Avenue, Gainesville, FL 32607	
Parcel Number: *06668-002-003 and 06668-002-005*	**Acres:** ± 43 Acres *(Source: The Alachua County Property Appraiser)*
Current Future Land Use Classifications: *Institutional (INST)* An institutional land use category shall be established to provide for a range of activities related to human development and community services, subject to the policies and standards contained in this Section.	
Current Zoning Classifications: *Agricultural (A)* The agricultural district (A) implements the rural/agriculture designation on the future land use map, and the policies of the comprehensive plan to allow rural and agricultural areas to be developed in a manner consistent with the retention of agriculture, open space, and rural character; preservation of environmentally sensitive areas; and the efficient use of public services and facilities.	

2. Explanation for Need and Justification for Proposed Change

The purpose of this Minor Special Use Permit (SUP) Amendment application is to modify specific outdated lighting standards for sports facilities and parking areas associated with Oak Hall Private School. Amending Conditions of Approval # 9 and 10 shall mean that the entire SUP must be consistent with the outdoor lighting requirements in the Alachua County Unified Land Development Code (ULDC).

The existing conditions limit the maximum illumination level of 0.5 footcandles for lighting adjacent to residential areas. Many public and private schools are located adjacent to residential neighborhoods, as recommended by the Alachua County Comprehensive Plan and ULDC. And, therefore, cannot meet the illumination standard due to the lighting requirements to safely illuminate educational facilities.

Therefore, this Minor SUP Amendment application requests to modify Conditions of Approval # 9 and 10 and allow the entire SUP to be consistent with the ULDC outdoor lighting requirements. The intent of this application is to minimize impacts on adjacent residential neighborhoods while insuring the safe efficient operation of campus sports facilities and parking areas. Furthermore, approval of this application will require consistency with the latest lighting technologies and industry standards.

3. PROPOSED TEXT CHANGES

RESOLUTION Z-04-31

Conditions:
1. This special use permit is issued to Oak Hall School for a private school and accessory uses. To ensure compliance with the conditions, the special use permit may be reviewed by the Office of Codes Enforcement.

2. Final site plan approval shall be required prior to any expansion, following the requirements of the Alachua County Unified Land Development Code. Permitted buildings and other facilities are limited to those indicated on the conceptual site plan, but minor modifications to the sizes and locations of these may be allowed by the Development Review Committee. The placement of temporary structures to house classrooms or offices during construction shall be limited to the areas for renovation or new construction indicated on the conceptual site plan.

3. Buildings shall be set back a minimum of 40 feet from the property lines. A 25-foot wide medium-density buffer consisting of shrubs shall be maintained along the northern property line subject to the utility easement. A 25-foot wide medium-density buffer consisting of understory trees and shrubs shall be maintained along the eastern, western and southern boundaries of the property. A 1 O-foot wide high-density buffer with screening may be substituted for the medium-density buffer if the Development Review Committee determines that it provides sufficient buffering. For all buffers, wherever possible, existing natural vegetation shall be preserved and maintained in order to satisfy buffer requirements. The existing soccer field (and track) and tennis courts, which are located within 25 feet of the property lines, shall be permitted to remain in their current location, and an equivalent buffer to those required above shall be determined by the Development Review Committee, taking into account the reduced space available. No new facilities, including buildings, parking areas, and athletic fields, shall be located in any buffer area. An updated landscape plan shall be submitted as part of development plan review, and all buffer requirements established in this special use permit must be met at that time.

4. The existing school capacity of 800 students shall not be exceeded.

5. The applicant shall comply with all federal, state, and local laws, rules, regulations, and ordinances, now and hereafter in force, which may be applicable to the use of the site.

6. Concurrency requirements for roads, parks, drainage, stormwater management, solid waste, water and sewer, and mass transit will have to be met as a condition of final development plan approval.

7. If a signal-warrant analysis indicates that a traffic signal, or other traffic control device such as a roundabout, is warranted for either existing or proposed conditions, Oak Hall

School shall be responsible for the proportionate share of its installation costs. The proportionate share shall be based on the percentage of turning movements at the school entrance that are directly attributable to the school.

8. Bicycle parking shall be provided in accordance with regulations pertaining to schools in the Alachua County Unified Land Development Code.

9. The hours of use for outdoor lighting that is associated with existing ~~or proposed~~ sports facilities or ~~new~~ parking facilities shall be consistent with the Alachua County ULDC. ~~limited to 7:00 AM to 9:00 PM, except during football and soccer games the lights shall be allowed to remain on until 11 :00 PM on the existing field.~~ In order to reduce impacts on surrounding uses, any lighting for sports facilities or parking areas shall utilize best management practices and Dark Sky standards. ~~flat glass lenses, house side shields, and 'NEMA' type II, III, or IV reflectors. The illumination levels at any point on the property line next to a residential area shall not exceed 0.5 footcandles. A photometric lighting plan, including specifications for fixtures, shall be required as part of any development plan.~~

~~10. The installation of new outdoor lighting on the site shall be limited to the proposed faculty parking lot near the southern boundary of the property, the pre-existing field at the northwest corner of the site, the existing baseball field, the new soccer field, and the four new tennis courts that are located farthest from the property line.~~

11. The existing eight-foot fence that is located on the southern property line shall be extended to the end of the proposed faculty parking lot.

12. Violation of any of the terms and conditions of this special use permit shall be grounds for suspension or revocation by the Board of County Commissioners.

13. At the time that the design is developed for the round-a-bout at the entrance to the school, Oak Hall School and the Westwood subdivision are encouraged to cooperate in the design of a joint entrance to the round-a-bout.

4. CONSISTENCY WITH ALACHUA COUNTY COMPREHENSIVE PLAN

FUTURE LAND USE ELEMENT

Goal 5 Institutional Policies

Objective 5.3 Education Facilities

Policy 5.3.2 Elementary and middle schools are encouraged to locate:
(a) within existing or proposed residential areas or village centers, and
(b) near existing or designated public facilities such as parks, recreational areas, libraries, and community centers to facilitate the joint use of these areas.

Response: Elementary and middle schools, which require sports facilities for physical education and other after school programs, are encouraged to be located within existing or proposed residential areas. Since sports and parking facilities are often located at the schools' perimeter to allow for a compact functioning campus-like setting, these facilities typically border residential neighborhoods due to the large land area sport facilities require. Therefore, revised lighting standards are required to meet the safe operation of motorized vehicles in parking areas and safety needs of athletes and spectators, as well as recreational users while minimizing light pollution on adjacent residences.

Policy 5.3.6 Alachua County shall collocate public facilities such as parks, recreational areas, libraries, and community centers with schools to the extent possible.

Response: Educational facilities in both public and private schools are encouraged to be, and often are, utilized by neighboring residents. These facilities can be used after dark, thereby requiring lighting to protect the safety of users. This Minor SUP Amendment will ensure that Oak Hall Private School's outdoor lighting will be consistent with the ULDC and meet the needs of facility users while protecting the welfare of adjacent residents.

PUBLIC SCHOOL FACILITIES ELEMENT

Goal 3 Provide Safe and Secure Public Schools Sited Within Well Designed Communities

Objective 3.1 School Location and Site Design

Policy 3.1.1 Coordination of Existing School Facilities and Sites

Standards regarding existing and future public school facilities and sites in the unincorporated area of Alachua County shall be as provided in Section 5.3 and related sub-policies in the Future Land Use Element of the Alachua County Comprehensive Plan. This includes identification of

Future Land Use categories where public educational facilities shall be allowable uses; areas where future educational facilities shall be avoided; encouraging the location of elementary and middle schools within existing or proposed residential areas or village centers, and near public facilities to facilitate joint use; providing for reasonable development standards and conditions for school site planning including promotion of safe pedestrian and bicycle access; and, linking schools with surrounding residential areas by bikeways and sidewalks.

Response: As previously stated, both public and private school facilities are to be located within existing or proposed residential neighborhoods and near public facilities to encourage joint use. Therefore, lighting is required to protect the safety of public facility users after dark. The proposed Minor SUP Amendment application meets the needs of both adjacent residents and facility users while remaining consistent with the ULDC outdoor lighting standards.

Objective 3.2 Encourage Schools as Focal Points of Community Planning and Planning Design

Policy 3.2.1 Enhance Community/Neighborhood Design

The County, in conjunction with the SBAC, shall promote the neighborhood concept in new developments or redevelopment by encouraging the use of existing schools as neighborhood centers or focal points.

Response: Existing schools shall be used as community centers or focal points to promote the neighborhood concept, which inherently requires school facilities to be located adjacent to residential neighborhoods. As previously stated, this Minor SUP Amendment application requires the Oak Hall Private School outdoor lighting to be consistent with the ULDC outdoor lighting standards.

Objective 3.6 School Development Standards

Policy 3.6.1 School Development Standards

The County shall require the development of school sites to be consistent with the following standards provided these requisites are not in conflict with the State Requirements for Educational Facilities (SREF) or unless the Board of County Commissioners approves changes or modifications:

(a) The location, arrangement, and lighting of play fields and playgrounds shall be located and buffered as may be necessary to minimize impacts to adjacent residential property;
(b) The following minimum size guidelines have been recommended by the SBAC: Elementary School - 25 acres, Middle School - 35 acres, High School

- 65 acres. These guidelines shall not preclude smaller sized sites if determined to be acceptable by the School Board.

(c) Maximum height of the school structure shall adhere to the height requirements established for the zoning district for the school site zoning district;

(d) Building setbacks from property lines for all schools shall adhere to the minimum building setback requirements established for the zoning district for the school site zoning district;

(e) All parking areas on school sites shall adhere to the minimum setback requirements established for the zoning district;

(f) Access to school sites shall be governed by the County's and FDOT's access management regulations, including installation by the SBAC, or other party as determined by Alachua County, of all access-related improvement required by such regulations;

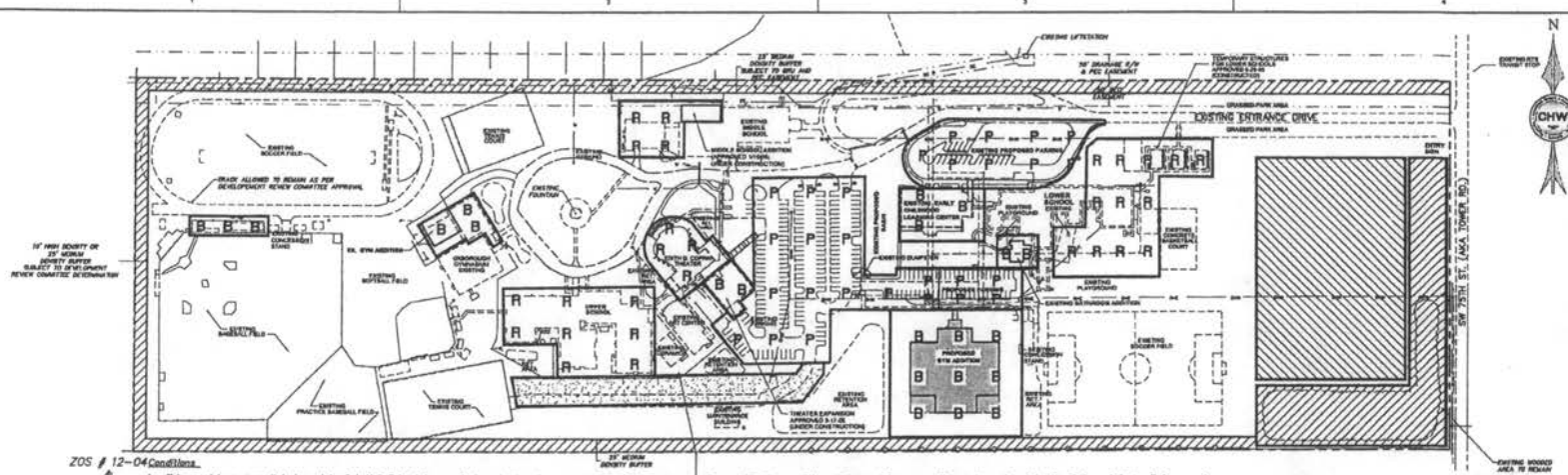
(g) The site shall be required to provide bicycle/pedestrian connections to sidewalks, trails, and bikeways internal or adjacent to residential neighborhoods, including the provision of safe roadway crossings;

(h) Development of the site shall be consistent with applicable policies contained within the Conservation and Open Space Element of this plan.

Response: This Minor SUP Amendment application is consistent with the ULDC outdoor lighting standards, which minimize lighting impacts to adjacent neighborhoods while meeting the Comprehensive Plan's Goals, Objectives, and Policies that encourage the shared use and close proximity of educational facilities with adjacent residential communities.

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7. **SUP Site Plan**



ZOS # 12-04 Conditions
&
ZOS # 07-06

1. This special use permit is issued to Oak Hall School for a private school and accessory uses. To ensure compliance with the conditions, the special use permit may be reviewed by the Office of Codes Enforcement.

2. Final site plan approval shall be required prior to any expansion, following the requirements of the Alachua County Unified Land Development Code. Permitted buildings and other facilities are limited to those indicated on the conceptual site plan, but minor modifications to the sizes and locations of these may be allowed by the Development Review Committee. The placement of temporary structures to house classrooms or offices during construction shall be limited to the areas of renovation or new construction indicated on the conceptual site plan.

3. Buildings shall be set back a minimum of 40 feet from the property lines. A 25-foot wide medium-density buffer consisting of shrubs shall be maintained along the northern property line subject to the Public Utility easement. A 25-foot wide medium-density buffer consisting of understory trees and shrubs shall be maintained along the western, western and southern boundaries of the property. A 10-foot wide high-density buffer with screening may be substituted for the medium-density buffer if the Development Review Committee determines that it provides sufficient buffering. Wherever possible, existing natural vegetation shall be preserved and maintained in order to satisfy buffer requirements. The existing soccer field (and track) and tennis courts, which are located within 25 feet of the property lines, shall be permitted to remain in their current location, and an equivalent buffer to those required above shall be determined by the Development Review Committee, taking into account the reduced space available. No new facilities, including buildings, parking areas, and athletic fields, shall be located in any buffer area. An updated landscape plan shall be submitted as part of development plan review and all buffer requirements established in this special use permit must be met at that time.

4. The existing school capacity of 800 students shall not be exceeded.

5. The applicant shall comply with all federal, state, and local laws, rules, regulations, and ordinances, now and hereafter in force, which may be applicable to the use of the site.

6. Concurrency requirements for roads, parks, drainage, stormwater management, solid waste, water and sewer, and mass transit will have to be met as a condition of final development plan approval.

7. If a signal-warrant analysis indicates that a traffic signal or other traffic control device such as a roundabout, is warranted for either existing or proposed conditions, Oak Hall School shall be responsible for the proportionate share of its installation costs. The proportionate share shall be based on the percentage of turning movements the school entrance.

8. Bicycle parking shall be provided in accordance with regulations pertaining to schools in the Alachua County Unified Land Development Code.

9. The hours of use for the lighting that is associated with existing ~~or proposed~~ sports facilities shall be consistent with the Alachua County ULDC. ~~limited to 7:00 AM to 9:00 PM, except during football and soccer games the lights shall be allowed to remain on until 11:00 PM on the existing field.~~ In order to reduce impacts on surrounding uses, any new lighting installed for sports facilities shall utilize ~~best management practices and Dark Sky standards. flat glass lenses, house side shields, and "IESNA" type II, III, or IV reflectors. The illumination levels at any point on the property line next to a residential area shall not exceed 0.5 footcandles. A photometric lighting plan, including specifications for fixtures, shall be required as part of any development plan.~~

~~10. The installation of new outdoor lighting on the site shall be limited to the proposed faculty parking lot near the southern boundary of the property, the pre existing field at the northwest corner of the site, the existing baseball field, the new soccer field, and the four new tennis courts that are located farthest from the property line.~~

11. The existing opaque fence currently along the southwestern boundary of the site will be extended to ensure that the existing tennis courts to be converted to parking area will be adequately screened from the adjoining residential area.

12. Violation of any of the terms and conditions of this special use permit shall be grounds for suspension or revocation by the Board of County Commissioners.

13. At the time that the design is developed for the round-a-bout at the entrance to the school, Oak Hall School and the Westwood subdivision are encouraged to cooperate in the design of a joint entrance to the round-a-bout.

LEGEND

- B B BUILDING
- R R RENOVATION / ADDITION
- P P PARKING (ADDITIONS / RECONFIGURATIONS)
- OUTDOOR SPORTS
- BUFFER (MAY CONNECT AND ENHANCE EXISTING WOODED AREA)
- DRIVEWAYS

PORTABLE OR TEMPORARY STRUCTURES MAY BE ALLOWED IN ANY "B" AND "R" AREAS ON A TEMPORARY BASIS UNTIL PERMANENT STRUCTURES ARE CONSTRUCTED.

TRIP GENERATION TABLE PRIVATE SCHOOL (K-12) ITE LAND USE 536

PERIOD	RATE/STUDENT	STUDENTS	TRIPS
DAILY	2.48	800	1,904
AM	0.79	800	632
PM	0.55	800	440

Causseaux, Hewett, & Walpole, Inc.
Engineering • Surveying • Planning
6011 NW 1st Place, Gainesville, Florida 32607
Phone (352) 331-1976 • Fax (352) 331-2476 • www.chw-inc.com
CA 3029

OAK HALL
OAK HALL SUP AMENDMENT
SPECIAL USE PERMIT SITE PLAN
11-0219
C0.10

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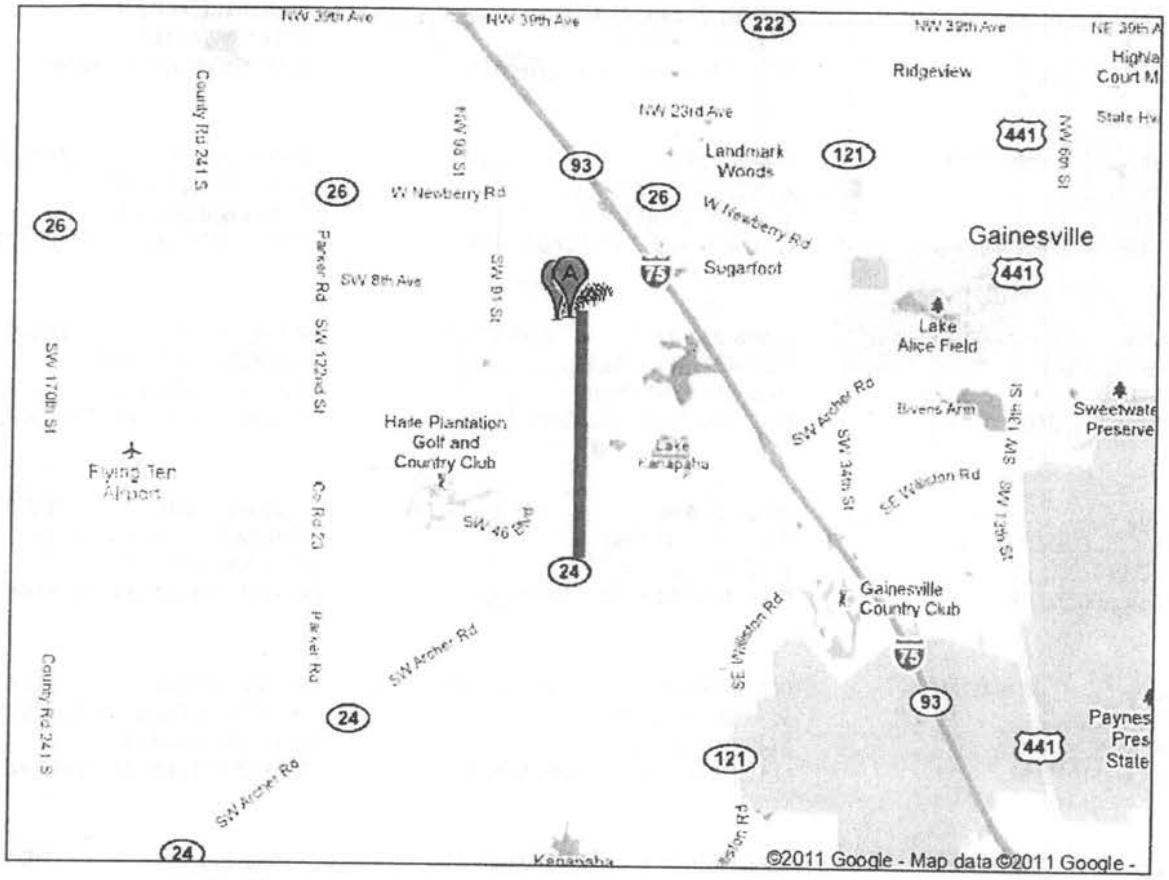
8. **Directions to Site**

Direction to Site

From the SW Archer Road and SW 75th Street/Tower Road intersection:

1. Head north along SW 75th Road/Tower Road for approximately 2.8 miles, and
2. Turn right onto SW 14th Avenue.

Oak Hall Private School address: 8009 SW 14th Avenue, Gainesville, FL.



06681-055-000 ZOS-07-11
KEVIN J HARRISON
1226 POINSETTIA AVE
ORLANDO, FL 32804

06681-071-000 ZOS-07-11
ERIC O HEBERT
8010 SW 17TH PL
GAINESVILLE, FL 32607-3445

06681-072-000 ZOS-07-11
MATTHEW D LAUER
8000 SW 17TH PL
GAINESVILLE, FL 32607

06681-073-000 ZOS-07-11
IAN A PIERSON
7923 SW 17TH PL
GAINESVILLE, FL 32607

06668-220-006 ZOS-07-11
ARTHUR D KING
8312 SW 17TH LN
GAINESVILLE, FL 32607-6616

06668-220-007 ZOS-07-11
THOMAS R SINCLAIR
2822 PICKETT RD #152
DURHAM, NC 27705-9307

06668-220-008 ZOS-07-11
MAX A WILKINS
8315 SW 16TH PL
GAINESVILLE, FL 32607

06668-220-015 ZOS-07-11
JORGE R CAMACHO
8204 SW 16TH PL
GAINESVILLE, FL 32607-6614

06668-220-016 ZOS-07-11
RANDALL H REID
8211 SW 16TH PL
GAINESVILLE, FL 32607

06668-220-017 ZOS-07-11
KEVIN J WESTIN
8221 SW 16TH PL
GAINESVILLE, FL 32607-6614

06668-220-018 ZOS-07-11
KEVIN G SMITH
1706 SW 82ND DR
GAINESVILLE, FL 32607-3470

06668-220-022 ZOS-07-11
ALBERT JR PONT
1713 SW 82ND DR
GAINESVILLE, FL 32607-3470

06668-220-023 ZOS-07-11
CATHERINE D HUBBELL
1703 SW 82ND DR
GAINESVILLE, FL 32607

06668-230-001 ZOS-07-11
DONALD R COBLE
1626 SW 82ND TER
GAINESVILLE, FL 32607-6618

06668-230-002 ZOS-07-11
MARTIN GRIFFITH
8201 SW 16TH PL
GAINESVILLE, FL 32607-6627

06668-230-003 ZOS-07-11
JONATHAN COLE SMITH
8203 SW 16TH PL
GAINESVILLE, FL 32607

06668-230-004 ZOS-07-11
BRYAN D THOMAS
8202 SW 16TH PL
GAINESVILLE, FL 32607-6626

06668-230-005 ZOS-07-11
GREGORY S WAYLAND
8200 SW 16TH PL
GAINESVILLE, FL 32607-6626

06668-230-006 ZOS-07-11
CHARLES M DEAL
8122 SW 16TH PL
GAINESVILLE, FL 32607

06668-230-007 ZOS-07-11
WARD S MILLER
8112 SW 16TH PL
GAINESVILLE, FL 32607-6628

06668-230-008 ZOS-07-11
SCOTT & TRAUTWEIN H/W
8102 SW 16TH PL
GAINESVILLE, FL 32607-6628

06668-230-009 ZOS-07-11
KENNETH E PATTERSON
8024 SW 16TH PL
GAINESVILLE, FL 32607-6624

06668-230-010 ZOS-07-11
STEPHEN D WARDEN
8014 SW 16TH PL
GAINESVILLE, FL 32607-6624

06668-230-011 ZOS-07-11
JAMES E BRADLEY
8004 SW 16TH PL
GAINESVILLE, FL 32607-6624

06668-230-012 ZOS-07-11
JACK S NEALE
7916 SW 16TH PL
GAINESVILLE, FL 32607-6622

06668-230-013 ZOS-07-11
TRUSTEE MCLEOD TRUSTEE &
MCLEOD
PO BOX 895007
LEESBURG, FL 34789-5007

06668-230-014 ZOS-07-11
BRUCE D RIDER
7913 SW 16TH PL
GAINESVILLE, FL 32607

06668-230-015 ZOS-07-11
CHARLES E JR SPRAGUE
8009 SW 16TH PL
GAINESVILLE, FL 32607-6625

06668-230-016 ZOS-07-11
VINCENT W EDMONDS
8019 SW 16TH PL
GAINESVILLE, FL 32607-6625

06668-220-011 ZOS-07-11
KELLY E SHIPMAN
8318 SW 16TH PL
GAINESVILLE, FL 32607

06668-220-012 ZOS-07-11
PRAKASH M PATEL
08 SW 16TH PL
GAINESVILLE, FL 32607

06668-220-013 ZOS-07-11
DANIEL ROBERT RUSSO
8224 SW 16TH PL
GAINESVILLE, FL 32607-6614

06668-220-014 ZOS-07-11
MITCHEL P FEARING
8214 SW 16TH PL
GAINESVILLE, FL 32607

06668-230-017 ZOS-07-11
PANKAJ K PAREKH
8105 SW 16TH PL
GAINESVILLE, FL 32607-6629

06668-230-018 ZOS-07-11
RICHARD DUCHARME
8115 SW 16TH PL
GAINESVILLE, FL 32607

06668-230-019 ZOS-07-11
HENDON M JR SIMMS
1617 SW 82ND TER
GAINESVILLE, FL 32607-6619

06668-230-020 ZOS-07-11
ALEJANDRO WYSZKOWSKI
1627 SW 82ND TER
GAINESVILLE, FL 32607-6619

06668-002-003 ZOS-07-11
OAK HALL PRIVATE SCHOOL
8009 SW 14TH AVE
GAINESVILLE, FL 32607-3326

06668-002-005 ZOS-07-11
MARTHA MANSON ACADEMY INC
7715 SW 14TH AVE
GAINESVILLE, FL 32607-3399

06668-020-001 ZOS-07-11
RICARDO R CASTILLO
PO BOX 141394
GAINESVILLE, FL 32614-1394

06668-020-002 ZOS-07-11
NADINE GILLIS
1303 SW 75TH DR
GAINESVILLE, FL 32607-4912

06668-020-003 ZOS-07-11
RICARDO JR CASTILLO
PO BOX 141394
GAINESVILLE, FL 32614

06668-020-004 ZOS-07-11
R E ENGWALL
1221 SW 75TH DR
GAINESVILLE, FL 32607-3383

06668-020-005 ZOS-07-11
AMBER PAULSON
1213 SW 75TH DR
GAINESVILLE, FL 32607

06668-020-006 ZOS-07-11
SHERRY G MERCER
1209 SW 75TH DR
GAINESVILLE, FL 32607

06668-020-007 ZOS-07-11
L S JR KALIF
1207 SW 75TH DR
GAINESVILLE, FL 32607-3383

06668-020-008 ZOS-07-11
A R BURNS
1205 SW 75TH DR
GAINESVILLE, FL 32607-3383

06668-020-009 ZOS-07-11
KYOKO RZEPECKI
1203 SW 75TH DR
GAINESVILLE, FL 32607-3383

06668-020-010 ZOS-07-11
JOHNSON & KINGSWELL
1200 SW 75TH DR
GAINESVILLE, FL 32607

06668-020-011 ZOS-07-11
NGUYEN & TKAC
13951 NW 131ST PL
ALACHUA, FL 32615-6239

06668-020-012 ZOS-07-11
LINDA C MERRITT
1204 SW 75TH DR
GAINESVILLE, FL 32607-3315

06668-020-013 ZOS-07-11
JACOB SMITH
1206 SW 75TH DR
GAINESVILLE, FL 32608

06668-020-014 ZOS-07-11
RICARDO GOMEZ & MARTINEZ
1228 SW 75TH ST
GAINESVILLE, FL 32607

06668-020-015 ZOS-07-11
RENEE A PREM-DAS
7125 SW 5TH RD #145
GAINESVILLE, FL 32607

06668-020-016 ZOS-07-11
STEVEN KRAVATZ
1310 SW 75TH DR
GAINESVILLE, FL 32607

06668-020-017 ZOS-07-11
J L PESTO
7604 SW 13TH RD
GAINESVILLE, FL 32607-3321

06668-020-018 ZOS-07-11
ANTHONY MARTINEZ
7612 SW 13TH RD
GAINESVILLE, FL 32607

06668-020-019 ZOS-07-11
ALMIR DACOSTA
7620 SW 13TH RD
GAINESVILLE, FL 32607

06668-020-020 ZOS-07-11
ESTHER KING
7628 SW 13TH RD
GAINESVILLE, FL 32607-3321

06668-020-021 ZOS-07-11
LEE JOHN LLOYD
1301 SW 76TH DR
GAINESVILLE, FL 32607

06668-020-022 ZOS-07-11
AZEEM SYED
3627 NW 51ST ST
GAINESVILLE, FL 32606-5969

06668-020-023 ZOS-07-11
MICHELLE L GILLESPIE
3807 NW 75TH TER
GAINESVILLE, FL 32606

06668-020-024 ZOS-07-11
FORREST PEACE
1211 SW 76TH DR
GAINESVILLE, FL 32607-3381

06668-020-025 ZOS-07-11
COLIN P TENNEY
1209 SW 76TH DR
GAINESVILLE, FL 32607

06668-020-026 ZOS-07-11
DENNIS D BAIN
1210 SW 76TH DR
GAINESVILLE, FL 32607-3314

06668-020-027 ZOS-07-11
DEBORAH M SPEER
1212 SW 76TH DR
GAINESVILLE, FL 32607-3314

06668-020-028 ZOS-07-11
JUAN JR TORES
1216 SW 76TH DR
GAINESVILLE, FL 32607-3314

06668-020-029 ZOS-07-11
WILLIAM E MCCONN
1224 SW 76TH DR
GAINESVILLE, FL 32607

06668-020-030 ZOS-07-11
SCHOELLER & SCHOELLER
1300 SW 76TH DR
GAINESVILLE, FL 32607

06668-020-031 ZOS-07-11
MICHAEL A HUMPHRIES
1310 SW 76TH DR
GAINESVILLE, FL 32607

06668-020-032 ZOS-07-11
JAMES R OSTERHOUT
7722 SW 13TH RD
GAINESVILLE, FL 32607

06668-020-033 ZOS-07-11
KEN DUDECK
7730 SW 13TH RD
GAINESVILLE, FL 32607-3319

06668-020-034 ZOS-07-11
J W REAVES
7732 SW 13TH RD
GAINESVILLE, FL 32607-3319

06668-020-035 ZOS-07-11
JEFFREY J SAVAGE
7734 SW 13TH RD
GAINESVILLE, FL 32607

06668-020-036 ZOS-07-11
PLAISANT & PLAISANT
3914 NW 37TH PL
GAINESVILLE, FL 32606-6145

06668-020-037 ZOS-07-11
DOUGLAS MARTEL
7738 SW 13TH RD
GAINESVILLE, FL 32606

06668-020-038 ZOS-07-11
WAYNE DAVID HANSON
7806 SW 13TH RD
GAINESVILLE, FL 32607-3319

06668-020-039 ZOS-07-11
AMIR SABAGHAMIRKHIZI
7812 SW 13TH RD
GAINESVILLE, FL 32607-3319

06668-020-040 ZOS-07-11
DUNCAN MCMARTIN
785 5TH AVE # 4A
NEW YORK, NY 10022

06668-020-041 ZOS-07-11
H/W PATTERSON III &
WETHERINGTON
6320 SW 30TH AVE
GAINESVILLE, FL 32608

06668-020-042 ZOS-07-11
STEVEN B MACE
10173 SW 64TH CT
OCALA, FL 34476-9362

06668-020-043 ZOS-07-11
RICHARD ALAN DAVY
7910 SW 13TH RD
GAINESVILLE, FL 32607-3384

06668-020-044 ZOS-07-11
THOMAS MAREN
7914 SW 13TH RD
GAINESVILLE, FL 32607

06668-020-045 ZOS-07-11
DAVID C RICHARDSON
791 APPLE TREE LN
BOCA RATON, FL 33486-5515

06668-020-046 ZOS-07-11
PHILIP DAVIS JR DIUGUID
7918 SW 13TH RD
GAINESVILLE, FL 32607

06668-020-047 ZOS-07-11
THOMAS C HUFFMAN
7920 SW 13TH RD
GAINESVILLE, FL 32607-3384

06668-020-048 ZOS-07-11
KARLA WETTERQVIST
16207 NW 222ND ST
HIGH SPRINGS, FL 32643

06668-020-049 ZOS-07-11
VICTOR WAYNE TAYLOR
628 SWEETWATER BRANCH LN
JACKSONVILLE, FL 32259

06668-020-050 ZOS-07-11
MARCIAN K BROWN
1225 SW 80TH DR
GAINESVILLE, FL 32607-3513

06668-020-051 ZOS-07-11
MATTHEW J FLETCHER
1217 SW 80TH DR
GAINESVILLE, FL 32607

06668-020-052 ZOS-07-11
ANN MARIE SOTKIEWICZ
11 SW 80TH DR
GAINESVILLE, FL 32607

06668-020-053 ZOS-07-11
F R ANDREE
9027 NW 16TH LN
GAINESVILLE, FL 32606

06668-020-054 ZOS-07-11
KAREN K SCHNEIDER
1210 SW 80TH DR
GAINESVILLE, FL 32607-3313

06668-020-055 ZOS-07-11
LAJAUNA L BLACKWELL
1212 SW 80TH DR
GAINESVILLE, FL 32607-3313

06668-020-056 ZOS-07-11
HENIGAR & HENIGAR
1218 SW 80TH DR
GAINESVILLE, FL 32607

06668-020-057 ZOS-07-11
RAYMOND C MERRILL
1226 SW 80TH DR
GAINESVILLE, FL 32607

06668-020-058 ZOS-07-11
MARIA T GODOY
1302 SW 80TH DR
GAINESVILLE, FL 32607

06668-020-059 ZOS-07-11
RUSSO & WILLIAMS
6168 BERMUDA DR
FLEMING ISLE, FL 32003-8311

06668-020-060 ZOS-07-11
CLAIRE L JACOBS & SHEFFIELD
1225 SW 81ST DR
GAINESVILLE, FL 32607

06668-020-061 ZOS-07-11
RHONDA J LOCKWOOD
1217 SW 81ST DR
GAINESVILLE, FL 32607

06668-020-062 ZOS-07-11
ASHVIN HUNT & MARTIN
1211 SW 81ST DR
GAINESVILLE, FL 32607

06668-020-063 ZOS-07-11
MARIO ANZALONE
7384 ROYAL OAK DR
SPRING HILL, FL 34607-2339

06668-020-064 ZOS-07-11
CATHLEEN L BESTER
8114 SW 12TH PL
GAINESVILLE, FL 32607

06668-020-065 ZOS-07-11
D M NOWLIN
8122 SW 12TH PL
GAINESVILLE, FL 32607-3328

06668-020-066 ZOS-07-11
CARSON & CARSON
25419 NW 10TH PL
HIGH SPRINGS, FL 32643-8696

06668-020-067 ZOS-07-11
RONALD S WOODARD
8204 SW 12TH PL
GAINESVILLE, FL 32607-3387

06668-020-068 ZOS-07-11
SHARON A TRUSTEE JACOBS
3718 SW 80TH DR
GAINESVILLE, FL 32608-3662

06668-020-069 ZOS-07-11
PETROV & PETROVA H/W
1210 SW 82ND DR
GAINESVILLE, FL 32608

06668-020-070 ZOS-07-11
EUIHEE PREKLER
1218 SW 82ND DR
GAINESVILLE, FL 32607

06668-020-071 ZOS-07-11
DARRYL R KOHN
1226 SW 82ND DR
GAINESVILLE, FL 32607-3309

06668-020-072 ZOS-07-11
LARSON
1300 SW 83ND DR
GAINESVILLE, FL 32607

06668-020-073 ZOS-07-11
CHUN & HODES
PO BOX 168
GAINESVILLE, FL 32602-0168

06668-020-074 ZOS-07-11
LATIFE STEPHANIE SHATILA
8211 SW 13TH RD
GAINESVILLE, FL 32607

06668-020-075 ZOS-07-11
BICKFORD & BRAGDON
8203 SW 13TH RD
GAINESVILLE, FL 32607

06668-020-076 ZOS-07-11
TRUBY W JOHNSON
8129 SW 13TH RD
GAINESVILLE, FL 32607-3318

06668-020-077 ZOS-07-11
BOOTH
8121 SW 13TH RD
GAINESVILLE, FL 32607

06668-020-078 ZOS-07-11
THOMAS P LIFE ESTATE GREENAN
8113 SW 13TH RD
GAINESVILLE, FL 32607-3318

06668-020-079 ZOS-07-11
IZABETH TAYLOR
8107 SW 13TH RD
GAINESVILLE, FL 32607

06668-020-080 ZOS-07-11
JUSTIN A KRAWCZYK & WIDICK
8031 SW 13TH RD
GAINESVILLE, FL 32607

06668-020-081 ZOS-07-11
LIBERTY & WISNESKI
8023 SW 13TH RD
GAINESVILLE, FL 32607-3320

06668-020-082 ZOS-07-11
CARL W HORTON
3915 NW 65TH AVE
GAINESVILLE, FL 32653

06668-020-083 ZOS-07-11
GEORGI SLAVOV GEORGIEV
8009 SW 13TH RD
GAINESVILLE, FL 32607

06668-020-084 ZOS-07-11
PETRINE A STANLEY
11559 RIVA RIDGE CT
JACKSONVILLE, FL 32218

06668-020-085 ZOS-07-11
JEANNE ANNE GLENN
113 W CHIPOLA AVE #808
DELAND, FL 32720

06668-020-086 ZOS-07-11
ELLA JEAN M JOHNSON
7919 SW 13TH RD
GAINESVILLE, FL 32607-3320

06668-020-087 ZOS-07-11
DEWAYNE C WALLACE
12920 MEADOWOOD CT
FT MYERS, FL 33919

06668-020-088 ZOS-07-11
H/W FALLAH & KHORSANDIAN-FALLAH
20417 WALNUT GROVE LN
TAMPA, FL 33647-3352

06668-020-089 ZOS-07-11
W M JR OWEN
3560 CANON BLVD
ALTADENA, CA 91001-4008

06668-020-090 ZOS-07-11
RUMBERGER & RUMBERGER
85 VICTORIA ST N #2
ST PAUL, MN 55104

06668-020-091 ZOS-07-11
JACKSON & JACKSON & JACKSON
7819 SW 13TH RD
GAINESVILLE, FL 32607-3386

06668-020-092 ZOS-07-11
D W PLAYER
7805 SW 13TH RD
GAINESVILLE, FL 32607-3386

06668-020-093 ZOS-07-11
BETH ANN MCCLENAHAN
7729 SW 13TH RD
GAINESVILLE, FL 32607-3385

06668-020-094 ZOS-07-11
JAMES S MOORE
7725 SW 13TH RD
GAINESVILLE, FL 32607

06668-020-095 ZOS-07-11
VERONICA LOGAN
7723 SW 13TH RD
GAINESVILLE, FL 32607-3385

06668-020-096 ZOS-07-11
PERRY T PETROVA & PETROV W/H
8117 SW 12TH PL
GAINESVILLE, FL 32607

06668-020-097 ZOS-07-11
BEIGER & HAMILTON LIFE ESTATE
8127 SW 12TH PL
GAINESVILLE, FL 32607-3329

06668-020-098 ZOS-07-11
MICHELLE L GILLESPIE
3807 NW 75TH TER
GAINESVILLE, FL 32606

06668-020-099 ZOS-07-11
EVELYN A GIANSANTI
8204 SW 13TH RD
GAINESVILLE, FL 32607

06668-021-000 ZOS-07-11
ABIMBOLA AKINSIKU
8126 SW 13TH RD
GAINESVILLE, FL 32607-3317

06668-021-001 ZOS-07-11
DAVIS & MCCOY
8116 SW 13TH RD
GAINESVILLE, FL 32607-3317

06672-200-000 ZOS-07-11
COBBLEFIELD OWNERS ASSOCIATION
4121 NW 37TH PL STE B
GAINESVILLE, FL 32606-8147

06672-400-000 ZOS-07-11
INC COBBLEFIELD OWNERS ASSOCIATION
4121 NW 37TH PL STE B
GAINESVILLE, FL 32606-8147

06672-400-210 ZOS-07-11
ROBERT O CAPLIN
8401 SW 11TH RD
GAINESVILLE, FL 32607

06672-400-211 ZOS-07-11
ROBERT A ROCHE
8431 SW 11TH RD
GAINESVILLE, FL 32607

06672-400-230 ZOS-07-11
ONELIA R LAZZARI
1137 SW 83RD WAY
GAINESVILLE, FL 32607

06672-400-231 ZOS-07-11
BADHWAR & RAO W/H
1157 SW 83RD WAY
GAINESVILLE, FL 32607

06672-400-232 ZOS-07-11
GILBERT DANIEL
7560 SW 120TH ST
GAINESVILLE, FL 32608-5771

06672-400-233 ZOS-07-11
LI & LUO H/W
8332 SW 11TH RD
GAINESVILLE, FL 32607

06672-400-234 ZOS-07-11
MARY FRANCIS THOMSON
8362 SW 11TH RD
GAINESVILLE, FL 32607-7040

06672-400-255 ZOS-07-11
SAMUEL K PEASAH
8333 SW 11TH LN
GAINESVILLE, FL 32607

06672-500-000 ZOS-07-11
INC COBBLEFIELD OWNERS
ASSOCIATION
21 NW 37TH PL STE B
GAINESVILLE, FL 32606-8147

06672-500-170 ZOS-07-11
JOHN K NEUBERT
8426 SW 14TH LN
GAINESVILLE, FL 32607

06672-500-188 ZOS-07-11
MATA & MATA TRUSTEES
8417 SW 15TH LN
GAINESVILLE, FL 32607

06672-500-189 ZOS-07-11
MICHAEL E DEANE
1583 SW 84TH TER
GAINESVILLE, FL 32607

06672-500-190 ZOS-07-11
MICHAEL KARSTROM
1543 SW 84TH TER
GAINESVILLE, FL 32607-4975

06672-500-191 ZOS-07-11
MIHIR S WAGH
1503 SW 84TH TER
GAINESVILLE, FL 32607

06672-500-192 ZOS-07-11
BENDEKOVIC & NIXON H/W
1479 SW 84TH TER
GAINESVILLE, FL 32607

06672-500-193 ZOS-07-11
CELIA A BOWEN
1449 SW 84TH TER
GAINESVILLE, FL 32607

06672-500-194 ZOS-07-11
SCOTT A BANKS
1419 SW 84TH TER
GAINESVILLE, FL 32607

06672-500-195 ZOS-07-11
CASTANEDA-MEDINA & MEDINA
W/H
1381 SW 84TH TER
GAINESVILLE, FL 32607

06672-500-196 ZOS-07-11
ANIL VERMA
1510 SW 84TH TER
GAINESVILLE, FL 32607-4974

06672-500-197 ZOS-07-11
DOUGLAS A STONE
1488 SW 84TH TER
GAINESVILLE, FL 32607

06672-500-198 ZOS-07-11
GLEN F HOFFSIS
1448 SW 84TH TER
GAINESVILLE, FL 32607

06672-500-199 ZOS-07-11
ROSENFELD & WANG W/H
8443 SW 14TH LN
GAINESVILLE, FL 32607

06674-000-000 ZOS-07-11
STATE OF FLA IIF
% DEP-3900 COMMONWEALTH BLVD
TALLAHASSEE, FL 32399

06676-000-000 ZOS-07-11
R L JR TRUSTEE HENDERSON
3501 S MAIN ST STE 1
GAINESVILLE, FL 32601-9031

06677-000-000 ZOS-07-11
JAMES D II TRUSTEE HENDERSON
3501 S MAIN ST STE 1
GAINESVILLE, FL 32601-9031

06678-010-037 ZOS-07-11
INC PINE GLADE HOMEOWNERS
ASSOC
7306 SW 17TH PL
GAINESVILLE, FL 32607-5321

06681-001-000 ZOS-07-11
ROBERT F SMITH
1719 SW 75TH TER
GAINESVILLE, FL 32607-6603

06681-002-000 ZOS-07-11
GREGORY E DUBOIS
1709 SW 75TH TER
GAINESVILLE, FL 32607-6603

06681-003-000 ZOS-07-11
ARIET & RODRIGUEZ
1629 SW 75TH TER
GAINESVILLE, FL 32607

06681-004-000 ZOS-07-11
CHOUDHURY & SULTANA
6068 S APOPKA VINELAND RD
ORLANDO, FL 32819-4449

06681-005-000 ZOS-07-11
ADAM WALKER
12301 SW 11TH AVE
NEWBERRY, FL 32669-3057

06681-006-000 ZOS-07-11
CLARK & CLARK
1614 SW 75TH TER
GAINESVILLE, FL 32607

06681-007-000 ZOS-07-11
PHILLIP WARREN JOURNEY
1618 SW 75TH TER
GAINESVILLE, FL 32607-6604

06681-008-000 ZOS-07-11
PRASAD KUCHIBHOTLA
1630 SW 75TH TER
GAINESVILLE, FL 32607-6604

06681-009-000 ZOS-07-11
E M HALEY
1710 SW 75TH TER
GAINESVILLE, FL 32607-6613

06681-010-000 ZOS-07-11
JOHNSTON & JOHNSTON TRUSTEES
1720 SW 75TH TER
GAINESVILLE, FL 32607-6613

06681-011-000 ZOS-07-11
A A KRAUSE
1721 SW 76TH TER
GAINESVILLE, FL 32607-3418

06681-012-000 ZOS-07-11
BRYAN E ELLER & LAUFER W/H
1709 SW 76TH TER
GAINESVILLE, FL 32607-3418

06681-013-000 ZOS-07-11
MATTHEW STUBBINGTON
1631 SW 76TH TER
GAINESVILLE, FL 32607

06681-014-000 ZOS-07-11
GEORGE UMPLEBY
1619 SW 76TH TER
GAINESVILLE, FL 32607

06681-015-000 ZOS-07-11
ROBERT E BURFORD
PO BOX 161183
ALTAMONTE SPRINGS, FL 32716-1183

06681-016-000 ZOS-07-11
ASHLEY MILES ALBERTSON
PO BOX 1000
ALACHUA, FL 32616-1000

06681-017-000 ZOS-07-11
JEFFREY JAY SCHMIDT
1618 SW 76TH TER
GAINESVILLE, FL 32607-3418

06681-018-000 ZOS-07-11
JEFFREY P FREITAG
1630 SW 76TH TER
GAINESVILLE, FL 32607

06681-019-000 ZOS-07-11
TIMOTHY O AUSTIN
1710 SW 76TH TER
GAINESVILLE, FL 32607-3418

06681-020-000 ZOS-07-11
DORIS W ALEXANDER
1722 SW 76TH TER
GAINESVILLE, FL 32607-3418

06681-022-000 ZOS-07-11
ARTHUR P RYAN
1719 SW 77TH TER
GAINESVILLE, FL 32607

06681-023-000 ZOS-07-11
SANDRA L PALMER
1707 SW 77TH TER
GAINESVILLE, FL 32607-3498

06681-024-000 ZOS-07-11
ARIET & ARIET ET UX
1629 SW 77TH TER
GAINESVILLE, FL 32607

06681-025-000 ZOS-07-11
JOHN THOMAS BURNS
1619 SW 77TH TER
GAINESVILLE, FL 32607

06681-026-000 ZOS-07-11
EARL C ORDWAY
1615 SW 77TH TER
GAINESVILLE, FL 32607

06681-027-000 ZOS-07-11
T G BAUMGARTNER
1616 SW 77TH TER
GAINESVILLE, FL 32607-3496

06681-028-000 ZOS-07-11
RUKSHANA KHAN
1624 SW 77TH TER
GAINESVILLE, FL 32607-3496

06681-029-000 ZOS-07-11
TINA L TRIMBLE
68 NE 91ST ST
MIAMI SHORES, FL 33138-2808

06681-030-000 ZOS-07-11
JAMES C GRIFFIN
1716 SW 77TH TER
GAINESVILLE, FL 32607

06681-036-000 ZOS-07-11
GRANT COOPER
3728 NW 33RD TER
GAINESVILLE, FL 32605

06681-037-000 ZOS-07-11
HELOISE C SEAILLES
1705 SW 78TH ST
GAINESVILLE, FL 32607

06681-038-000 ZOS-07-11
WILLIAM M JR ROWDEN
1625 SW 78TH ST
GAINESVILLE, FL 32607-6611

06681-039-000 ZOS-07-11
SERGEI OBUKHOV
1615 SW 78TH ST
GAINESVILLE, FL 32607

06681-040-000 ZOS-07-11
JOANNE D KOTAIT
1605 SW 78TH ST
GAINESVILLE, FL 32607-6611

06681-041-000 ZOS-07-11
CHUI & SHEN W/H
1620 SW 78TH ST
GAINESVILLE, FL 32607-6600

06681-042-000 ZOS-07-11
STEPHEN R KRAMER
1710 SW 78TH ST
GAINESVILLE, FL 32607

06681-043-000 ZOS-07-11
MICHAEL J MCAULIFFE
1720 SW 78TH ST
GAINESVILLE, FL 32607

06681-050-000 ZOS-07-11
MARY LIFE ESTATE KENNEDY &
KENNEDY
2021 CASTELMAN DR
NASHVILLE, TN 37215

06681-051-000 ZOS-07-11
DAWN E JOURDAN
7928 SW 17TH PL
GAINESVILLE, FL 32607

06681-052-000 ZOS-07-11
J B WOOD
8008 SW 17TH PL
GAINESVILLE, FL 32607-3444

06681-053-000 ZOS-07-11
ROBERT M CLAUSEN
8018 SW 17TH PL
GAINESVILLE, FL 32607

06681-054-000 ZOS-07-11
SCOTT W SIMKEN
1722 SW 81ST TER
GAINESVILLE, FL 32607-3411

ZOS-07-11 Special Use Permit Minor Amendment for Oak Hall Private School

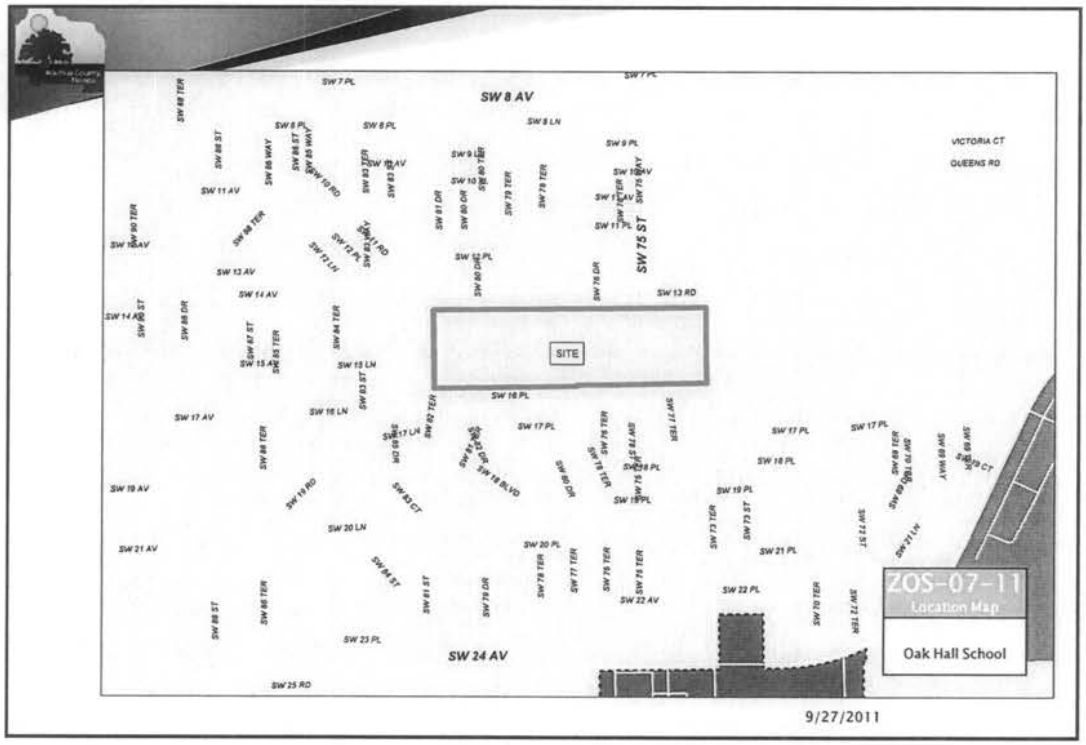
Board of County Commissioners

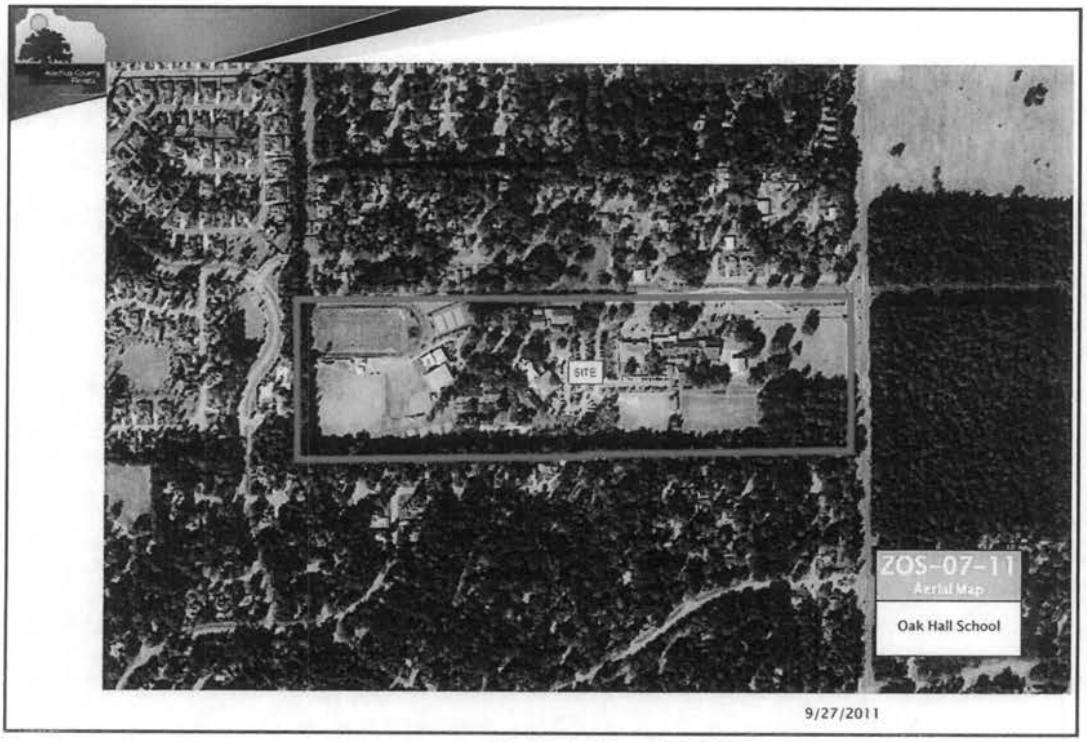
9/27/2011

Description of Request

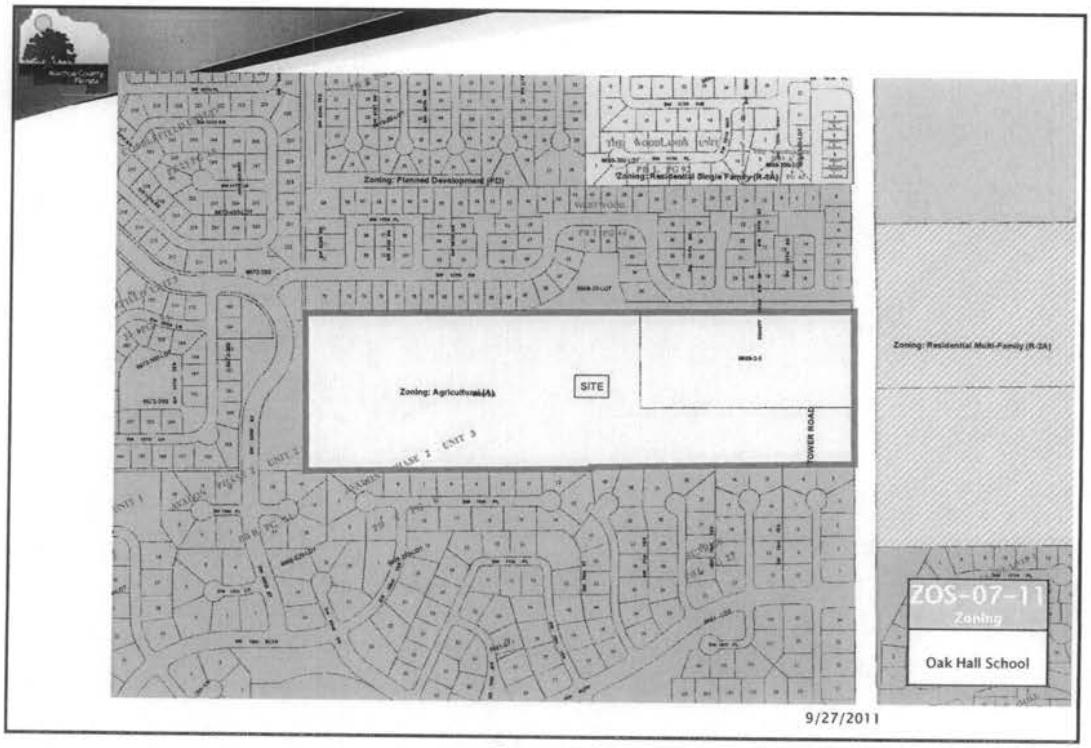
- Minor Amendment to Existing Special Use Permit for Oak Hall Private School to modify conditions relating to outdoor lighting

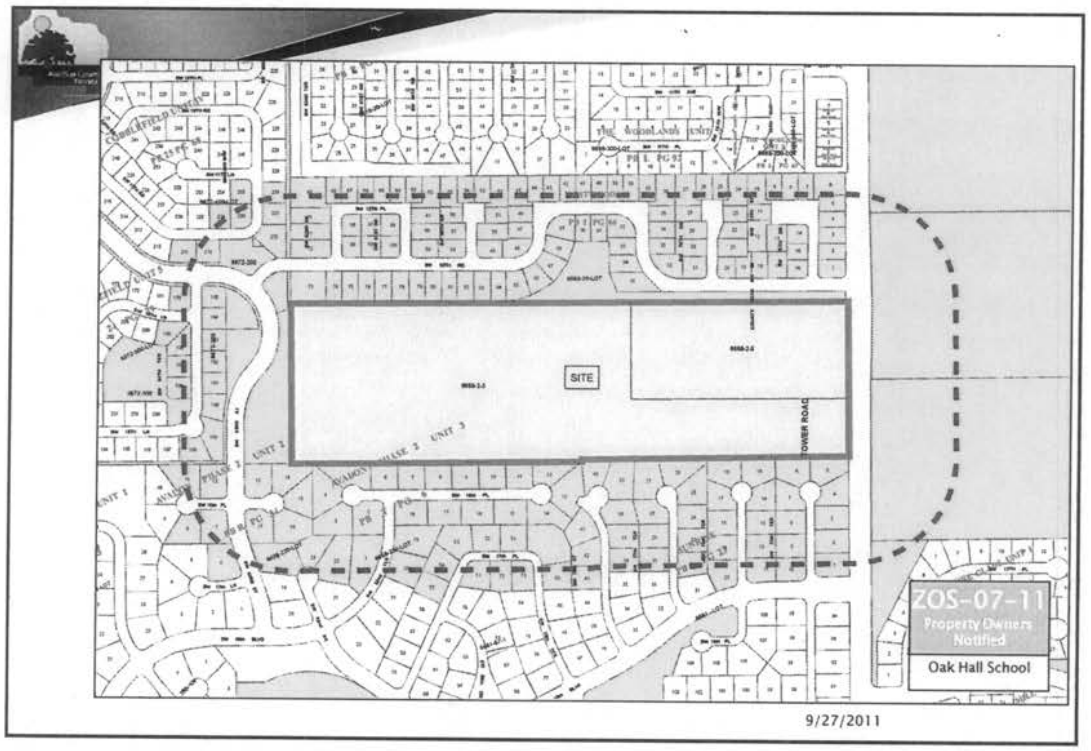
9/27/2011


SW 8 AV
SW 75 ST
SW 24 AV
SITE
VICTORIA CT
QUEENS RD
ZOS-07-11
Location Map
Oak Hall School
9/27/2011


SITE
ZOS-07-11
Aerial Map
Oak Hall School
9/27/2011


FLU: Residential Low Density (1-4du/acre)
FLU: Institutional
SITE
TOWER ROAD
FLU: UF Campus Master Plan
FLU: Residential Medium High Density (8-14du/acre)
ZOS-07-11
Future Land Use
Oak Hall School
9/27/2011


Zoning: Planned Development (PD)
Zoning: Residential Single Family (R-6A)
Zoning: Agriculture (A)
SITE
TOWER ROAD
Zoning: Residential Multi-Family (R-2A)
ZOS-07-11
Zoning
Oak Hall School
9/27/2011



Applicant Proposed Conditions

- Modify Existing Condition 9 to remove the hours of operation and encourage use of best management practices and Dark Sky standards
- Delete Condition 10

9/27/2011

Staff Recommended Condition 9

- The hours of use for outdoor lighting that is associated with existing or proposed sports facilities or new parking facilities shall be limited to 7:00 AM to 9:00 PM, except during football and soccer games the lights shall be allowed to remain on until 11:00 PM on the existing field. ~~In order to reduce impacts on surrounding uses, any lighting for sports facilities or parking areas shall utilize flat glass lenses, house side shields, and 'NEMA' type II, III, or IV reflectors. The illumination levels at any point on the property line next to a residential area shall not exceed 0.5 footcandles. A photometric lighting plan, including specifications for fixtures, shall be required as part of any development plan.~~

9/27/2011

Staff Recommended Condition 10

- The installation of new outdoor lighting on the site shall be limited to the proposed faculty parking lot near the southern boundary of the property, the pre-existing field at the northwest corner of the site, the existing baseball field, the new soccer field, and the four new tennis courts that are located farthest from the property line. <u>New outdoor lighting for parking areas shall meet the requirements of Chapter 407, Article 2, Parking. New outdoor lighting for new athletic areas shall meet the requirements of Chapter 407, Article 7, Educational Facilities. Lighting for the existing field at the northwest corner of the site shall be consistent with the photometric plan submitted with application ZOS-07-11.</u>

9/27/2011

Existing Photometric Plan

9/27/2011

Proposed Photometric Plan

9/27/2011

Staff Recommendation

- Approval of Application ZOS-07-11 with the Conditions and Bases as listed in the Staff Report and Resolution Z-11-14

9/27/2011

September 27, 2011 Regular BoCC Meeting
Agenda Item #34

Title
Fidlar Election Services: Finance Report and Purchase Order 120020. (Amended)

Amount
$130,000.00

Description
Request approval of the Finance Report and Purchase Order 120020 issued to Fidlar Election Services.

Recommendation
Approve the Finance Report and Purchase Order 120020, issued to Fidlar Election Services.

Alternative(s)
That the Board reject the Finance Report and the issuance of Purchase Order 120020.

Requested By
Pam Carpenter

Originating Department
Supervisor of Elections/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 120020, in the amount of $130,000 to Fidlar Election Services, for the purchase of ballots for the Supervisor of Elections Office and authorize the Chair's signature. Prices, terms and conditions per Volusia County Bid #08-B-89TF.

Background
Fidlar-Doubleday is the ballot printing company which has printed Alachua County ballots for the last several elections. Volusia County has the same voting system as Alachua County (Optical Scan AccuVote).

Issues
Elections will not take place without approval of this item.

Fiscal Recommendation
Sufficient funds exist to cover the purchase order.

Fiscal Alternative(s)
n/a

Funding Sources
CONST OFF- SUPER OF ELECT

Account Code(s)
171-1200-513.47.10

Attachment: 120020PO.pdf
Attachment: 120020FR.pdf

Alachua County
Department of Administrative Services
Purchasing

Larry M. Sapp, CPPB
Purchasing Manager

Christy S. Winters, CPPB
Purchasing Supervisor

August 31, 2011

MEMORANDUM

To: Alachua County Board of County Commissioners

From: Betty M. Baker, Administrative Services Director JAC for

Larry M. Sapp, C.P.P.B. Purchasing Manager

Subject: **Finance Report**

Approve the Finance Report and the issuance of Purchase Order #120020 to Fidlar Elections Services., in the amount of $130,000.00, for the purchase of Ballots for the Supervisor of Elections Office. Prices, terms and conditions per Volusia County Bid #08-B-89TF.

ADMINISTRATIVE RECOMMENDATION:

That the Board approve the purchase order and authorize the Chairperson's signature on the same.

APPROVED THIS 27 DAY OF September, 2011

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

BY: _____
Chairperson

ATTEST: _____
Clerk

LS/mm

PURCHASE ORDER

ALL PACKING SLIPS, INVOICES AND CORRESPONDENCE MUST REFLECT THIS NUMBER

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. BOX 1467
GAINESVILE, FL 32602
PHONE (352) 374-5202
FAX (352) 491-4569

NO. 120020

ORDER DATE	8/31/2011
REQ. NUMBER	0000057432
BID NUMBER	
BUYER	PRINCESS BROWN,
ACCOUNT NO.	1711200513471O
VENDOR NO.	1001623

VENDOR

VENDOR I.D. # ☐

FIDLAR ELECTION SERVICES
PO BOX 3370
DAVENPORT IA 52808

SHIP TO

ALACHUA COUNTY
SUPERVISOR OF ELECTIONS
111 SE 1ST AVENUE
GAINESVILLE FL 32601

ITEM	REQ'D	B/O	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
1			AUTHORIZATION FOR THE PURCHASE OF BALLOTS FOR THE SUPERVISOR OF ELECTIONS OFFICE. BALLOTS ARE FOR THE COUNTY ELECTIONS.	1.00	NA	130000.0000	130000.00
			PRICING PER: VOLUSIA COUNTY BID #08-B-89TF APPROVED BY THE VOLUSIA COUNTY COUNCIL ON JUNE 5, 2008.				
			VENDOR CONTACT: STACEY RODRIGUEZ @ PH: 800.831.0333				
			COUNTY CONTACT: KIM BARTON @ PH: 352.374.5252				
						TOTAL	130000.00
			REMARKS:				

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

for BJS AUTHORIZED SIGNATURE

September 27, 2011 Regular BoCC Meeting
Agenda Item #35

Title
Remove AC Court Administration unaccounted for property from the County's Amounts Invested in Property (Amended)

Amount
N/A

Description
Each year the Alachua County Court Administration staff works with Finance and Accounting to conduct a physical inventory of County property and equipment, per Chapter 63I, Florida Administrative Code. The AC Court Administration staff was unable to locate the PC/LAPTOP: DELL LATITUDE 37810 SN DQ2RM71, and requests that the Clerk be authorized to remove this item form the County's Amounts Invested in Property. All procedures were followed. The item is fully depreciated.

Recommendation
Adopt Resolution authorizing the Clerk of Court to record the loss of the item. The disposal would be effective as of today, September 27, 2011.

Alternative(s)
Do not authorize disposal.

Requested By
Steven Bostick, ext 2603

Originating Department
F&A for AC Court Administration

Attachment(s) Description
Resolution

Documents Requiring Action
Resolution

Executive Summary
Each year the Alachua County Court Administration staff works with Finance and Accounting to conduct a physical inventory of County property and equipment, per Chapter 63I, Florida Administrative Code. The AC Court Administration Department was unable to locate the PC/LAPTOP: DELL LATITUDE #37810 SN DQ2RM71, and requests that the Clerk be authorized to remove these items from the County's Amounts Invested in Property. All procedures were followed. The item is fully depreciated.

Background
Each year the Alachua County Court Administration staff works with Finance & Accounting to conduct a physical inventory of County property and equipment, per Chapter 69I-73, Florida Administrative Code.

Issues
All procedures required by the Florida Administrative Code regarding property inventory have been follows. The disposal of such items must be recorded in the minutes of the Board of County Commissioners.

Fiscal Recommendation
Dispose PC/LAPTOP: DELL LATITUDE #37810

Fiscal Alternative(s)
Do not authorize disposal.

Funding Sources
n/a

Account Code(s)
n/a

Attachment: Court_Admin_Missing_Property_Resolution.pdf

RESOLUTION 11-117

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA AUTHORIZING THE CLERK TO REMOVE FROM THE BOARD'S "AMOUNTS INVESTED IN PROPERTY" THE VALUE OF UNACCOUNTED FOR PROPERTY FOR THE ALACHUA COUNTY COURT ADMINISTRATOR; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Alachua County, a Charter County pursuant to Article VII, Section 1(g), of the Florida Constitution, has all power of local self-government not inconsistent with general law or with special law approved by vote of the electors: and,

WHEREAS, Chapter 69I-73, Florida Administrative Code, provides requirements related to tangible personal property owned by local governments, including requirements for maintaining a record and inventory of such property; and,

WHEREAS, Chapter 69I-73, Florida Administrative Code, requires a reconciliation of the physical inventory to property records; and,

WHEREAS, Chapter 69I-73, Florida Administrative Code, requires items not located by a physical inventory be promptly reported to the governmental unit which shall cause a thorough investigation to be made and to that end, the Department Head was duly notified; and,

WHEREAS, Chapter 69I-73, Florida Administrative Code, requires items identified as unaccounted for shall not be recorded as dispositions or otherwise removed from the property records except as provided in Section 17.041, Florida Statutes and Chapter 69I-71 Florida Administrative Code; and,

WHEREAS, Chapter 69I-73, Florida Administrative Code, requires that pending their location or disposition, the value of such items may be omitted from the amounts reported as invested in property, but not removed from the property records.

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

1. As authorized by Chapter 69I-73, Florida Administrative Code, the Clerk has identified the following unaccounted for items of property for the Alachua County Court Administrator, PC/LAPTOP: DELL LATITUDE #37810. As required by Chapter 69I-73, Florida Administrative Code, the Clerk has filed a report with the Alachua County Sheriff describing the missing items.
2. The Clerk will adjust the amounts reported as invested in property to reflect the unaccounted for items as a result of the fiscal year 2010-2011 property inventory for the above items.
3. By adoption of this resolution the Board authorizes the Clerk to remove the value of the items from amounts reported as invested in property and if the items are subsequently found, to reverse the removal.
4. That this resolution shall take effect immediately upon its adoption.

Duly adopted in regular session, this 27th day of September, A. D. 2011.

BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY

By: _____
Lee Pinkoson, Chair

ATTEST:

_____
J. K. Irby, Clerk
(Seal)

APPROVED AS TO FORM:

_____
Alachua County Attorney

September 27, 2011 Regular BoCC Meeting
Agenda Item #36

Title
FY12 Public Purpose Expenditure Categories and Event List

Amount
N/A

Description
Request approval of the FY12 public purpose categories and event list to allow staff to sponsor planned events throughout the year.

Recommendation
Approve the public purpose expenditure categories and event list for the period October 1, 2011 thru September 30, 2012.

Alternative(s)
Do not approve public purpose expenditures.

Requested By
Suzanne Gable

Originating Department
OMB

Attachment(s) Description
(1) Attachment: Public Purpose Events for FY12

Documents Requiring Action
None

Executive Summary
Since FY00, the Board of County Commissioners have requested that anticipated public purpose events are brought forward at the beginning of each fiscal year for review and approval. This annual approval will allow staff to expend public purpose funds within the approved categories.

Background
Since FY00, the Board of County Commissioners have requested that anticipated public purpose events are brought forward at the beginning of each fiscal year for review and approval. The comprehensive approval of all public purpose events at this time will allow staff to sponsor the planned events throughout the year without seeking periodic approval through the agenda process each time a public purpose event is scheduled. The expenditures associated with each specific public purpose event have been budgeted in the sponsoring department's accounts. The County's Administrative Policies require a "Public Purpose Authorization" form to be completed and approved by the County Manager prior to the expenditure of funds on any of the approved events.

Issues
Individual department operating budgets include public purpose event expenditures as allowed under current policy and Statutes. If the Board does not approve at this time, public purpose events will need to be individually addressed by the Board at a scheduled meeting.

Fiscal Recommendation
Events are budgeted within each department's operating budget for FY12.

Fiscal Alternative(s)
None

Funding Sources
Various

Account Code(s)
Various

Attachment: Public purpose event list FY12.pdf

Public Purpose Events for FY12

EVENT	ITEMS**	PUBLIC PURPOSE*
Workshops and Retreats	1,2,3,4,5,6	a,b,d,g,l,m,n,o
Public Meetings	1,2,3,4,5,6	a,d,g,h,l,m,n,o
Youth County Commission	1,2,3,4,5,6	a,d,h,l,m,n,o
Customer Service Program	1,2,3,4,5,6	a,b,c,d,h,j,o
Retirement/Severance Functions	1,2,3,4,5,6	a,b,c,d,h,n
Civic Events and Luncheons and Expos	1,2,3,4,5,6	a,d,h,i,j,l,m,n,o
Municipal/Governmental Summits and Events	1,2,3,4,5,6	a,d,g,h,i,l,m,n,o
Receptions/Recognition Events including: new employees, typically in the executive service class, advisory boards, not-for-profit organizations, committees, annual picnic, commissions, program events, education, volunteers, trainees, employees, clients, customers, community awareness programs (including art programs).	1,2,3,4,5,6	a,b,c,d,e,f,g,h,i,j,k,l, m,n,o
Ceremonies including: ground breaking, open house, graduation.	1,2,3,4,5,6	a,b,c,h,k,m,n,o
Training/Orientation/Education/Continuous Learning Events and Functions	1,2,3,4,5,6	a,b,c,d,f,g,h,i,k,l,m,o
Nutrition Programs	1,2,3,4,5,6	
Summits and Charrettes	1,2,3,4,5,6	a,d,g,h,i,j,l,m,n,o
Volunteer Campaigns and Events	1,2,3,4,5,6	a,b,d,j,m,n,o
Countywide Visioning and Planning	1,2,4,5,6	a,h,j,l,m,n,o

Public Purpose Events for FY12

*Public Purpose Legend

a)Maximize participation and effectiveness of event
b)Motivate employees for increased efficiency and effectiveness
c)Improve employee morale and/or retention
d)Enhancement of public service quality
e)Reduce employee absenteeism
f)Reduced insurance costs and/or liability
g)To promote economic development
h)Encourage or enhance public participation and awareness
i)To promote tourism within County
j)Increase effectiveness of program
k)Decrease recidivism among clients
l)Increase the effectiveness of intergovernmental activities and policy making
m)To promote interest and support for partnerships with County government
n)To increase public confidence in County government
o)To educate County citizens and/or employees and/or clients

**Expenditure Items Legend

1)Food
2)Rental of facilities and/or equipment
3)Awards
4)Speaker/Expert/Entertainment
5)Promotional Items/Coupon Books
6)Miscellaneous Items/Supplies/Sundries

September 27, 2011 Regular BoCC Meeting
Agenda Item #37

Title
Report of contracts and grants signed by County Manager and Staff for July, 2011 (Amended)

Amount
N/A

Description
Report of contracts and grants signed by County Manager or Staff

Recommendation
Accept the report and include a copy of the agreements in the minutes of the Board of County Commissioners.

Alternative(s)
Do not accept the report and provide direction

Requested By
John Johnson - 338-7392

Originating Department
Office of Management and Budget

Attachment(s) Description
Report of Contracts signed by the County Manager and Staff during July, 2011

Documents Requiring Action
Report of Contracts signed by the County Manager and Staff during June, 2011

Executive Summary
Report of Contracts signed by County Manager and County Staff for July 2011 as authorized by guidelines adopted by the Board of County Commissioners. Copies of the agreements to be included in the Board's minutes.

Background
At their regular meeting on December 12, 2000 the Board of County Commissioners adopted guidelines governing signature authority for contracts that could be signed by the County Manager and County Staff and provided that a copy of any such contracts be included in the Board's minutes. This report includes several contracts signed in May but not received in time to include them on the May report. Originals of contracts are maintained by the Office of Management and Budget

Issues
Whether to include a copy of the contracts in the Board's Agenda. Not doing so would require revision of the Board's Guidelines. Whether to take any additional action on any of the included contracts.

Fiscal Recommendation
Accept the report. Revenues or expenses relating to these contracts are budgeted in the FY2010-2011 budget for the affected departments

Fiscal Alternative(s)
NA

Funding Sources
various

Account Code(s)
various

Attachment: County Manager Contracts Signed July 2011.pdf

CONTRACT #	VENDOR	ANNUAL AMOUNT: Revenue (Expense)	PURPOSE	DATE SIGNED	DEPARTMENT/DIVISION	NOTES
7639	FLORIDA COUNCIL AGAINST SEXUAL VIOLENCE	$7,778.00	FUNDING AGREEMENT TO SUPPORT SEXUAL BATTERY COUNSELING SERVICES	6/30/2011	COMMUNITY SUPPORT SERVICES - VOCA	
7648	PHI BETA SIGMA	$700.00	LICENSE AGREEMENT TO USE THE ALACHUA COUNTY FAIRGROUNDS	7/16/2011	PUBLIC WORKS - PARKS	BBQ - held 7-16-2011
7635	PHI BETA SIGMA	$1,700.00	LICENSE AGREEMENT TO USE THE ALACHUA COUNTY FAIRGROUNDS	7/13/2011	PUBLIC WORKS - PARKS	Social Party - July 15-16, 2011
NA	GATELESS GATE ZEN CENTER	NA	MEMORANDUM OF UNDERSTANDING FOR ALACHUA COUNTY COMMUNITY SERVICES PROGRAM	7/15/2011	COURT SERVICES	

#7639

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

July 15, 2011

MEMORANDUM

To: File
Community Support Services

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on June 30, 2011**

Enclosed please find one original of the document referenced below which was approved by the County Manager on the date referenced above. Also attached is a copy of the Green Sheet.

FLORIDA COUNCIL AGAINST SEXUAL VIOLENCE
Standard Subcontract - #11OAG17
Term: July 1, 2011 – June 30, 2012
Amount: $ 7,778.00 Account: TBD

Please forward the document to the vendor and keep a copy for your file.

Thank you for your assistance.

Enclosure

Cc: File

JDJ/amp

P.O. Box 2877 ■ Gainesville, Florida 32602-2877 ■ Tel. (352) 374-5262 ■ Fax (352) 338-7362
1-800-491-4496 (toll free) ■ Suncom 651-5262 ■ TDD (352) 491-4430
E-Mail :omb@alachuacounty.us ■ Home Page: www.co.alachua.fl.us

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

CFSA No. 41.010

☒ Client ☐ Non-Client

FLORIDA COUNCIL AGAINST SEXUAL VIOLENCE
STANDARD SUBCONTRACT

THIS CONTRACT is entered into between the Florida Council Against Sexual Violence, hereinafter referred to as the *Council*, and Alachua County Board of Commissioners Victim Services and Rape Crisis Center, hereinafter referred to as the *Provider*.

THE PARTIES AGREE:

I. THE PROVIDER AGREES:

A. To provide services in accordance with the conditions specified in Attachment I.

B. Requirements of §287.058, Florida Statutes (FS)

To provide units of deliverables, including reports, findings, and drafts as specified in Attachment I, to be received and accepted by the contract manager prior to payment. To comply with the criteria and final date by which such criteria must be met for completion of this subcontract as specified in Section III, Paragraph A. of this subcontract. To submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof. Where applicable, to submit bills for any travel expenses in accordance with §112.061, FS. The Council may, if specified in Attachment I, establish rates lower than the maximum provided in §112.061, FS. To allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, FS, made or received by the provider in conjunction with this subcontract. It is expressly understood that the provider's refusal to comply with this provision shall constitute an immediate breach of contract.

C. To the Following Governing Law

1. State of Florida Law

This subcontract is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each party shall perform its obligations herein in accordance with the terms and conditions of the subcontract.

2. Federal Law

a. If this subcontract contains federal funds, the provider shall comply with the provisions of 45 CFR, Part 74, and/or 45 CFR, Part 92, and other applicable regulations as specified in Attachment I.

b. If this subcontract contains federal funds and is over $100,000, the provider shall comply with all applicable standards, orders, or regulations issued under §306 of the Clean Air Act, as amended (42 U.S.C. 1857(h) et seq.), §508 of the Clean Water Act, as amended (33 U.S.C. 1368 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). The provider shall report any violations of the above to the Council.

c. If this subcontract contains federal funding in excess of $100,000, the provider must, prior to subcontract execution, complete the Certification Regarding Lobbying form, Attachment (N/A). If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the contract manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the contract manager.

d. Not to employ unauthorized aliens. The Council shall consider employment of unauthorized aliens a violation of §§274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324 a) and section 101 of the Immigration Reform and Control Act of 1986. Such violation shall be cause for unilateral cancellation of this subcontract by the Council.

e. The provider and any subcontractors agree to comply with Pro-Children Act of 1994, Public Law 103-277, which requires that smoking not be permitted in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

f. HIPAA: Where applicable, the provider will comply with the Health Insurance Portability Accountability Act as well as all regulations promulgated thereunder (45CFR Parts 160, 162, and 164).

D. Audits, Records, and Records Retention

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the Council under this subcontract.
2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this subcontract for a period of six (6) years after termination of the subcontract, or if an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this subcontract.
3. Upon completion or termination of the subcontract and at the request of the Council, the provider will cooperate with the Council to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in Section I, paragraph D.2. above.
4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the Council.
5. Persons duly authorized by the Council and Federal auditors, pursuant to 45 CFR, Part 92.36(i)(10), shall have full access to and the right to examine any of provider's subcontract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
6. To provide a financial and compliance audit to the Council as specified in Attachment III and to ensure that all related party transactions are disclosed to the auditor.
7. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

8. If Exhibit 2 of this subcontract indicates that the provider is a recipient or subrecipient, the provider will perform the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, and/or section 215.97 Florida Statutes, as applicable and conform to the following requirements:
   a. Documentation. To maintain separate accounting of revenues and expenditures of funds under this subcontract and each CSFA or CFDA number identified on Exhibit 1 attached hereto in accordance with generally accepted accounting practices and procedures. Expenditures which support provider activities not solely authorized under this subcontract must be allocated in accordance with applicable laws, rules and regulations, and the allocation methodology must be documented and supported by competent evidence.
   Provider must maintain sufficient documentation of all expenditures incurred (e.g. invoices, canceled checks, payroll detail, bank statements, etc.) under this subcontract which evidences that expenditures are:
   1) allowable under the subcontract and applicable laws, rules and regulations;
   2) reasonable; and
   3) necessary in order for the recipient or subrecipient to fulfill its obligations under this subcontract.
   The aforementioned documentation is subject to review by the Council and/or the State Chief Financial Officer and the provider will timely comply with any requests for documentation.

E. Monitoring by the Council

To permit persons duly authorized by the Council to inspect any records, papers, documents, facilities, goods, and services of the provider, which are relevant to this subcontract, and interview any clients and employees of the provider to assure the Council of satisfactory performance of the terms and conditions of this subcontract. Following such evaluation the Council will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this subcontract. The provider will correct all noted deficiencies identified by the Council within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the Council, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this subcontract; (2) the withholding of payments to the provider by the Council; and (3) the termination of this subcontract for cause.

F. Indemnification

NOTE: Paragraph I.F.1. and I.F.2. are not applicable to contracts executed between state agencies or subdivisions, as defined in §768.28, FS.

1. The provider shall be liable for and shall indemnify, defend, and hold harmless the Council and all of its officers, agents, and employees from all claims, suits, judgments, or damages, consequential or otherwise and including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by the provider, its agents, or employees during the performance or operation of this subcontract or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property.
2. The provider's inability to evaluate liability or its evaluation of liability shall not excuse the provider's duty to defend and indemnify within seven (7) days after such notice by the Council is given by certified mail. Only adjudication or judgment after highest appeal is exhausted specifically finding the provider not liable shall excuse performance of this provision. The provider shall pay all costs and fees related to this obligation and its enforcement by the Council. The Council's failure to notify the provider of a claim shall not release the provider of the above duty to defend.

G. Insurance

To provide adequate liability insurance coverage on a comprehensive basis and to hold such liability insurance at all times during the existence of this subcontract and any renewal(s) and extension(s) of it. Upon execution of this subcontract, unless it is a state agency or subdivision as defined by §768.28, FS, the provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the provider and the clients to be served under this subcontract. The limits of coverage under each policy maintained by the provider do not limit the provider's liability and obligations under this subcontract. Upon the execution of this subcontract, the provider shall furnish the Council written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Council reserves the right to require additional insurance as specified in Attachment I where appropriate.

H. Safeguarding Information

Not to use or disclose any information concerning a recipient of services under this subcontract for any purpose not in conformity with state and federal law or regulations except upon written consent of the recipient, or his responsible parent or guardian when authorized by law.

I. Assignments and Subcontracts

1. To neither assign the responsibility of this subcontract to another party nor subcontract for any of the work contemplated under this subcontract without prior written approval of the Council, which shall not be unreasonably withheld. Any sub-license, assignment, or transfer otherwise occurring shall be null and void.
2. The provider shall be responsible for all work performed and all expenses incurred with the project. If the Council permits the provider to subcontract all or part of the work contemplated under this subcontract, including entering into subcontracts with vendors for services and commodities, it is understood by the provider that the Council shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and the provider shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The provider, at its expense, will defend the Council against such claims.
3. The State of Florida shall at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this subcontract to another governmental agency in the State of Florida, upon giving prior written notice to the provider. In the event the State of Florida approves transfer of the provider's obligations, the provider remains responsible for all work performed and all expenses incurred in connection with the subcontract. In addition, this subcontract shall bind the successors, assigns, and legal representatives of the provider and of any legal entity that succeeds to the obligations of the State of Florida.

Unless otherwise stated in the contract between the provider and subcontractor, payments made by the provider to the subcontractor must be within seven (7) working days after receipt of full or partial payments from the Council in accordance with §§287.0585, FS. Failure to pay within seven (7) working days will result in a penalty charged against the provider and paid by the provider to the subcontractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.

J. Return of Funds

To return to the Council any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms of this subcontract that were disbursed to the provider by the Council. In the event that the provider or its independent auditor discovers that overpayment has been made, the provider shall repay said overpayment within 40 calendar days without prior notification from the Council. In the event that the Council first discovers an overpayment has been made, the Council will notify the provider by letter of such a finding. Should repayment not be made in a timely manner, the Council will charge interest of one (1) percent per month compounded on the outstanding balance after 40 calendar days after the date of notification or discovery.

K. Incident Reporting

Abuse, Neglect, and Exploitation Reporting

In compliance with Chapter 415, FS, an employee of the provider who knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited shall immediately report such knowledge or suspicion to the Florida Abuse Hotline on the single statewide toll-free telephone number (1-800-96ABUSE).

L. Purchasing

Procurement of Materials with Recycled Content. It is expressly understood and agreed that any products or materials which are the subject of, or are required to carry out this contract shall be procured in accordance with the provisions of §403.7065, and §287.045, FS.

M. Independent Capacity of the Subcontractor

1. In the performance of this subcontract, it is agreed between the parties that the provider is an independent contractor and that the provider is solely liable for the performance of all tasks contemplated by this subcontract, which are not the exclusive responsibility of the Council.
2. Except where the provider is a state agency, the provider, its officers, agents, employees, subcontractors, or assignees, in performance of this subcontract, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the Council or the State of Florida. Nor shall the provider represent to others that it has the authority to bind the Council unless specifically authorized to do so.
3. Except where the provider is a state agency, neither the provider, its officers, agents, employees, subcontractors nor assignees are entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this subcontract.
4. The provider agrees to take such actions as may be necessary to ensure that each subcontractor of the provider will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer or partner of the Council or the State of Florida.
5. Unless justified by the provider and agreed to by the Council in Attachment I, the Council will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to the provider, or its subcontractor or assignee.
6. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds, and all necessary insurance for the provider, the provider's officers, employees, agents, subcontractors, or assignees shall be the responsibility of the provider.

N. Use of Funds for Lobbying Prohibited

To comply with the provisions of §216.347, FS, which prohibit the expenditure of subcontract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

O. Public Entity Crime and Discriminatory Vendor

By executing this subcontract, the Provider represents and warrants that neither the Provider nor any of its affiliates, subsidiaries, directors, officers or employees are currently on the convicted vendor list maintained pursuant to § 287.133, F.S., the discriminatory vendor list maintained pursuant to § 287.134, F.S., or any similar list maintained by any other state or the federal government. The Provider shall immediately notify the Council if it or any of its affiliates, subsidiaries, directors, officers or employees are placed on the convicted vendor list maintained pursuant to § 287.133, F.S., the discriminatory vendor list maintained pursuant to § 287.134, F.S., or any similar list maintained by any other state or federal government.

P. Patents, Copyrights, and Royalties

1. If any discovery or invention arises or is developed in the course or as a result of work or services performed under this subcontract, or in any way connected herewith, the provider shall refer the discovery or invention to the Council to be referred to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this subcontract are hereby reserved to the State of Florida.
2. In the event that any books, manuals, films, or other copyrightable materials are produced, the provider shall notify the Department of State. Any and all copyrights accruing under or in connection with the performance under this subcontract are hereby reserved to the State of Florida.
3. The provider, without exception, shall indemnify and save harmless the Council and the State of Florida and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured by the provider. The provider has no liability when such claim is solely and exclusively due to the Department of State's alteration of the article. The State of Florida will provide prompt written notification of claim of copyright or patent infringement. Further, if such claim is made or is pending, the provider may, at its option and expense, procure for the Department of State, the right to continue use of, replace, or modify the article to render it non-infringing. If the provider uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

Q. Construction or Renovation of Facilities Using State Funds

No funds provided under this Subcontract may be used for the purchase of or improvements to real property.

R. Information Security

The provider shall maintain confidentiality of all data, files, and records including client records related to the services provided pursuant to this agreement and shall comply with state and federal laws, including, but not limited to, sections 384.29, 381.004, 392.65, and 456.057, Florida Statutes. Procedures must be implemented by the provider to ensure the protection and confidentiality of all confidential matters. The provider must also comply with any applicable professional standards of practice with respect to client confidentiality.

II. THE COUNCIL AGREES:

A. Subcontract Amount

To pay for contracted services according to the conditions of Attachment I in an amount not to exceed $7,778.00 subject to the availability of funds. The Council and State of Florida's performance and obligation to pay under this subcontract is contingent upon an annual appropriation by the Legislature. The costs of services paid under any other contract or from any other source are not eligible for reimbursement under this subcontract.

III. THE PROVIDER AND THE COUNCIL MUTUALLY AGREE

A. Effective and Ending Dates

This subcontract shall begin on July 1, 2011 or on the date on which the subcontract has been signed by both parties, whichever is later. It shall end on June 30, 2012.

B. Termination

1. Termination at Will

This subcontract may be terminated by either party upon no less than thirty (30) calendar days notice in writing to the other party, without cause, unless a lesser time is mutually agreed upon in writing by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

2. Termination Because of Lack of Funds

In the event funds to finance this subcontract become unavailable, the Council may terminate the subcontract upon no less than *twenty-four (24) hours* notice in writing to the provider. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Council shall be the final authority as to the availability and adequacy of funds. In the event of termination of this subcontract, the provider will be compensated for any work satisfactorily completed prior to notification of termination.

3. Termination for Breach

This subcontract may be terminated for the provider's non-performance upon no less than *twenty-four (24) hours* notice in writing to the provider. If applicable, the Council may employ the default provisions in Chapter 60A-1.006 (3), FAC. Waiver of breach of any provisions of this subcontract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this subcontract. The provisions herein do not limit the Council's right to remedies at law or in equity.

4. Termination for Failure to Satisfactorily Perform Prior Agreement

Failure to have performed any contractual obligations with the Council in a manner satisfactory to the Council will be a sufficient cause for termination. To be terminated as a provider under this provision, the provider must have: (1) previously failed to satisfactorily perform in a contract with the Council, been notified by the Council of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the Council; or (2) had a contract terminated by the Council for cause.

C. Renegotiation or Modification

Modifications of provisions of this subcontract shall only be valid when they have been reduced to writing and duly signed by both parties. The rate of payment and dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Council's operating budget.

D. Official Payee and Representatives (Names, Addresses and Telephone Numbers)

1. The name (provider name as shown on page 1 of this subcontract) and mailing address of the official payee to whom the payment shall be made is:

Alachua Co Board of CC/ Victim ServiceCenter/Rape Crisis Center
218 SE 24 Street
Gainesville, Florida 32641

2. The name of the contact person and street address where financial and administrative records are maintained is:

Julie Thompson
218 SE 24 Street
Gainesville, Florida 32641
(352) 264-6700 ext. 6709

3. The name, address, and telephone number of the contract manager for the Council for this subcontract is:

Marie Dowling
1820 East Park Avenue, Suite 100
Tallahassee, FL 32301
(850) 297-2000

4. The name, address, and telephone number of the Provider's representative responsible for administration of the program under this Subcontract is:

Loretta Golden
218 SE 24 Street
Gainesville, Florida 32641
(352) 264-6760

5. Upon change of representatives (names, addresses, telephone numbers) by either party, notice shall be provided in writing to the other party and said notification attached to originals of this subcontract.

E. All Terms and Conditions Included

This subcontract and its attachments as referenced, I, II and III contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this subcontract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of the subcontract is found to be illegal or unenforceable, the remainder of the subcontract shall remain in full force and effect and such term or provision shall be stricken.

I have read the above Subcontract and understand each section and paragraph.

IN WITNESS THEREOF, the parties hereto have caused this 20 page subcontract to be executed by their undersigned officials as duly authorized.

PROVIDER: Alachua County Board of Commissioners
Victim Services and Rape Crisis Center

SIGNED BY: _____

NAME: RANDALL H. REID

TITLE: COUNTY MANGER

DATE: _____

Florida Council Against Sexual Violence

SIGNED BY: _____

NAME: JENNIFER L. DRITT

TITLE: EXECUTIVE DIRECTOR

DATE: 7/3/14

APPROVED AS TO FORM

_____

ALACHUA COUNTY ATTORNEY

ATTACHMENT I

A. Services To Be Provided

1. Definition of Terms.

a. Programmatic Terms.

1) Telephone Crisis Hotline Services - A telephone line that is operated 24 hours a day and answered by a sexual battery counselor or trained volunteer, as defined in section 90.5035, Florida Statutes.

2) Information and Referral Services - A response to requests or presenting need for information or assistance related to sexual violence; available and accessible 24 hours a day in person or by phone.

3) Crisis Intervention Services - Advice, counseling, or consultation provided by a sexual battery counselor or trained volunteer to a victim aimed at reducing the level of emotional trauma experienced by the victim.

4) Advocacy and Support Services - Personal support and/or assistance in accessing sexual violence related services, and acting on behalf of and in support of victims of sexual violence, ensuring that their interests are represented and their rights upheld.

5) Therapy Services - A professional relationship within a theoretical framework that involves a specified helper gathering, organizing and evaluating information and using techniques to address the effects of sexual violence. This definition applies to group or individual therapy modalities, and encompasses more intensive, ongoing clinical practice.

6) Service Coordination - Coordination of the service systems entails the development of working relationships and agreements (formal and informal) among programs and providers with a role in the array of sexual violence service provision in order to ensure a victim's access to the full array of both core and enhanced services.

7) Community Awareness Services - Informing the general public about sexual violence and available programs and services for victims.

8) Medical Intervention Services - Services necessary for the forensic examination of a victim or medical treatment for injuries of a victim of sexual battery.

2. General Description.

a. General Statement. Funds provided under this subcontract shall be used by the certified sexual violence program to provide sexual battery recovery services to primary and secondary victims of sexual battery.

b. Scope of Service. The Provider shall ensure that subcontract funds are used to provide sexual battery recovery services as described in Attachment I, Section B.1.a.1) throughout the subcontract period in the county/counties the Provider is certified to serve.

c. Major Program Goal. To increase and enhance services to primary and secondary victims of sexual battery.

3. Clients to be Served.

a. General Description. All victims of sexual battery may be provided services.

b. Client Eligibility. Any individual, age 12 and above, who has been the victim of a sexual battery (primary or secondary victims).

c. Client Determinations. In the event of any disputes regarding the eligibility of clients, the determination made by the Council is final and binding on all parties.

d. Subcontract Limits. All services shall be performed during the subcontract period. The amount of services to be provided is limited to the amount of funds available and to those services listed in Section B.1.a. herein.

B. Manner of Service Provision

1. Service Tasks.

a. Task List.

1) The Provider shall provide sexual battery recovery services to primary and secondary victims of sexual battery. These services may include: (1) telephone crisis hotline services, (2) information and referral services, (3) crisis intervention services, (4) advocacy and support services, (5) therapy services, (6) service coordination, (7) community awareness services, and (8) medical intervention services.

2) The Provider shall enter information on all victims served and the services provided into the Florida Department of Health Sexual Violence Data Registry (http://esetappsdoh.doh.state.fl.us/irm00svr/pages/seclogin.aspx). For the service months of July-April, this information shall be entered by the 10th of the month following the month in which services were provided. For the service months of May-June, this information shall be entered by the 4th of the month following the month in which services were provided. Invoice payment may be withheld pending completion of delinquent data entry. If the reporting due date falls on a weekend or holiday, the data must be entered by the last business day previous to that date.

3) The Provider shall advertise its sexual violence victim services in each county it is certified to serve. Advertising may include, but is not limited to, yellow page display ads (online or printed); newspaper ads (online or printed); television and radio ads or PSAs; bus and bus stop panels and billboards. Distribution of brochures or novelty items or listing services on the Provider's

website or social media sites (such as Twitter, Facebook or blogs) will not meet this requirement. The Provider shall submit documentation to verify that advertising has been completed in a format prescribed by the Council contract manager.

b. Task Limits. All tasks shall be provided within the State of Florida. The Provider is authorized to perform only the tasks set out herein or in any amendment hereto.

2. Staffing Requirements.

a. Staffing Levels. The Provider shall maintain an adequate administrative organizational structure and support staff sufficient to discharge its contractual responsibilities. The Provider shall designate a project manager, identified in Section III.D.4. of the Standard Subcontract, who is responsible for subcontract compliance and who will be the primary point of contact for the Council on progress and work products.

b. Professional Qualifications. The Provider will be responsible for the staff affiliated with this subcontract, ensuring that they have the education, any professional licensure or certification which may be required by law, and experience necessary to successfully carry out their duties.

c. E-Verify. The provider agrees to utilize the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all new hires employed during the contract term by the Provider, after the effective date of the Provider's E-Verify MOU, assigned to perform work pursuant to this contract. The Provider shall also ensure that subcontractor employers with staff assigned to perform work pursuant to the contract with the Provider shall utilize the E-Verify system to verify new hires, in accordance with the E-Verify MOU.

d. Subcontractors. The Provider may, only with prior written approval of the Council, enter into written subcontracts for performance under the subcontract. No subcontract agreement that the Provider enters into with respect to performance under the subcontract shall in any way relieve the Provider of any responsibility for performance of its subcontract responsibilities with the Council.

3. Service Location and Equipment.

a. Service Delivery Location. The Provider shall provide services from their established Florida-based office or other off-site location approved by the Council.

b. Service Times. The Provider shall remain operational and provide reports for the entire subcontract period, even if the deliverables have been met before the subcontract ending date. The Provider office will be staffed at a minimum from 9:00 a.m. to 5:00 p.m. ET, Monday through Friday, excluding state-sanctioned holidays.

c. Changes in Location. The Provider shall notify the Council contract manager in writing a minimum of one week prior to making changes in location, which will affect the Council's ability to contact the Provider by telephone or facsimile transmission.

4. Deliverables.

a. Deliverables. See Section B.1.a.

b. Reports. The mere receipt of reports by the Council shall not be construed to mean or imply approval. The Council reserves the right to reject reports as incomplete, inadequate, or unacceptable. The Council, at its option, may allow additional time within which the Provider may remedy the objections noted or after having given the Provider a reasonable opportunity to cure and the Provider fails to cure, the Council may terminate the subcontract in the absence of extenuating or mitigating circumstances. Payment may be withheld by the Council until required reports have been submitted. The Provider shall submit timely the following reports to the Council:

1) Quarterly Expenditure Report. The Provider shall submit a completed Quarterly Expenditure Report form, incorporated herein by reference, to the Council contract manager. The report shall be due by the 15th day of the month following the quarter in which services were provided, summarizing all expenditures and documenting in detail the expenditures for the reporting quarter.

2) Annual Financial Report. The Provider shall submit a completed Annual Financial Report form, incorporated herein by reference, to the Council contract manager by July 15, 2012. Remaining funds must be remitted to the Florida Council Against Sexual Violence.

3) Other Reports. The Provider shall furnish such other reports and information that the Council may require within the time requested.

c. Records and Documentation.

1) The Provider agrees to maintain the confidentiality of all records required by law or administrative rule to be protected from disclosure. The Provider further agrees to hold the Council harmless from any claim or damage including reasonable attorney's fees and costs or from any fine or penalty imposed as a result of an improper disclosure by the Provider of confidential records whether public record or not.

2) The Provider shall maintain all records required to be maintained pursuant to the subcontract in such manner as to be accessible by the Council upon demand. Where permitted under applicable law, access by the public shall be permitted without delay.

5. Performance Specifications.

a. Outcomes and Outputs.

1) Outcomes. Provide services to sexual battery victims for the duration of the subcontract period.

2) Outputs. The Provider shall make services available to all sexual battery victims requesting services. If services are denied, the Provider shall maintain supporting documentation.

b. Monitoring and Evaluation Methodology.

1) By execution of this subcontract the Provider hereby acknowledges and agrees that its performance under the subcontract shall meet the standards and be bound by the conditions set forth herein. If the Provider fails to meet these standards, the Council, at its exclusive option, may allow up to three months for the Provider to achieve compliance with the standards. If the Council affords the Provider an opportunity to achieve compliance, and the Provider fails to achieve compliance within the specified time frame, the Council will terminate the subcontract in the absence of any extenuating and mitigating circumstances. The determination of extenuating or mitigating circumstances is the exclusive right of the Council.

2) The Provider shall comply with the requirements of the Council's Standard Subcontract, section I.E., with reference to monitoring by the Council. The Provider agrees to fully cooperate with the Council in the conduct of both performance audits and financial audits. The Provider will be evaluated through on-site monitoring visits and desk reviews of service reports and invoices. This component is intended to be in addition to other audit requirements found in other documents incorporated by reference in this subcontract and is not to be construed as a limitation upon them. The Provider agrees to include these audit and recordkeeping requirements in all approved subcontracts and assignments that result from this subcontract.

6. Provider Responsibilities.

a. Provider Unique Activities. The Provider is solely and uniquely responsible for the satisfactory performance of the tasks described in Section B.1.a. By execution of this subcontract the Provider recognizes its singular responsibility for the tasks, activities, and deliverables described herein and warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks, activities, and deliverables and agrees to be fully accountable for the performance thereof.

7. Council Responsibilities.

a. Council Obligations. The Council will provide technical support and assistance to the Provider intended to increase the Provider's capacity to provide victims/survivors of sexual violence services of the highest quality, including technical assistance toward meeting all sexual violence program service standards.

b. Council Determinations. The Council has final authority in monitoring, reporting and payment disputes.

C. Method of Payment

1. Payment Clause.

a. The Council shall pay the Provider for the delivery of service provided in accordance with the terms of this subcontract for a total dollar amount not to exceed the amount identified in the Standard Subcontract, subject to the availability of funds.

b. The Provider shall request payment on a quarterly basis through the submission of a properly completed invoice (see Attachment II) to the Council contract manager in accordance with the following schedule. The Provider shall submit the initial invoice upon execution of the subcontract. Subsequent invoices are due October 15, 2011, January 15, 2012 and April 15, 2012.

c. Any payment due under the terms of this subcontract may be withheld until any or all reports or other requested information due from the Provider are received by the Council and necessary adjustments have been made and approved by the Council. It is agreed that the Council's determination of acceptable service shall be conclusive.

d. The Provider agrees to refund to the Council, any payments made by the Council which are subsequently disallowed pursuant to the terms of the subcontract. Such refunds shall be due within forty-five (45) days following the end of the subcontract or from the time the overpayment is discovered.

e. Late Penalties.

1) Reports not received by the due date shall result in a two (2) percent invoice reduction for every late day thereafter, unless the penalty is waived by the Council. Reports must be complete to be considered received.

2) If all requested information from the Provider including required responses to monitoring reports is not received by the date stipulated, the invoice shall be reduced by two (2) percent for every late day thereafter, unless the penalty is waived by the Council.

3) Multiple penalties shall be added for a total amount to be reduced from the invoice.

4) If the Provider incurs late penalties in accordance with subcontract requirements that were not assessed prior to and including the June invoice payment, the Provider will be required to pay said penalties within 30 days of notification by the Council contract manager. Execution of future subcontracts and/or amendments may be withheld pending receipt of late penalties, deliverables and requested information (to include monitoring report corrective actions).

D. Special Provisions.

1. Cost proposals.

   a. The Provider's cost proposal is incorporated into this subcontract by reference and maintained in the subcontract file. The cost proposal may be amended upon request and approval by the Council contract manager. All amended cost proposals must include a written justification and explanation for all revisions.

   b. All expenditures must appear in a pre-approved cost proposal.

   c. Final cost proposal revisions must be submitted by May 15, 2012.

2. Prior approval shall be obtained from the contract manager for any travel and/or training not included in the original cost proposal. All expenditures shall appear in a pre-approved cost proposal. If line items include travel to a conference, information about the conference, including an agenda, is also required.

3. Staff identified by the Provider as program and fiscal/administrative contacts shall be accessible via telephone and e-mail throughout the subcontract period.

4. Publication Requirement. The Provider agrees to permanently refrain from using or mentioning its association with the Agency in advertisements, letterhead, business cards, etc. The Provider's service to the Agency may be generally stated and described in the Provider's professional resume. The Provider may not give the impression, in any event or manner, that the Agency recommends or endorses the Provider.

5. Although an audit may not be required in accordance with Attachment III, if performed, a copy of the report, along with any management letters, attestations or other information issued by the auditor, shall be submitted to the Council contract manager within 45 days after delivery of the audit report, but no later than six months after the Provider's fiscal year end.

6. Subcontract Renewal. The subcontract may be renewed or extended. The subcontract may be renewed for a period that may not exceed 3 years or the term of the original subcontract, whichever period is longer and shall be subject to the same terms and conditions. Renewal is contingent upon satisfactory performance evaluations by the Council and subject to the availability of funds. Each renewal shall be by mutual consent of both parties and evidenced in writing. The renewal subcontract may not include any compensation for cost associated with the renewal process.

ATTACHMENT II

PROVIDER: Alachua County Board of Commissioners Victim Services and Rape Crisis Ctr.	**SUBCONTRACT NUMBER:** 11OAG17
ADDRESS: 218 SE 24th Street, Gainesville, FL 32641	**INVOICE DATE:**
TELEPHONE NUMBER:	**INVOICE DUE/QUARTERLY RATE:**
SERVICE PERIOD/QUARTER (please check one): 7/11-9/11: ____ (invoice due upon execution) 10/11-12/11: ____ (invoice due 10/15/11) 1/12-3/12: ____ (invoice due 1/15/12) 4/12-6/12: ____ (invoice due 4/15/12)	Upon execution: $1,944.50 10/15/11: $1,944.50 1/15/12: $1,944.50 4/15/12: $1,944.50

SUMMARY OF PAYMENTS

2011-12 ALLOCATION: $7,778.00

2011-12 FUNDS PREVIOUSLY PAID BY FCASV: $_____

AMOUNT OF THIS INVOICE: $_____

BALANCE: $_____

ACTUAL EXPENDITURES TO DATE: $_____

I CERTIFY THAT THE ABOVE REPORT IS A TRUE AND CORRECT REFLECTION OF THIS PERIOD'S ACTIVITIES, AS STIPULATED BY THIS SUBCONTRACT.

_____ _____
SIGNATURE OF PROVIDER AGENCY OFFICIAL DATE

_____ _____
TITLE PHONE #

(FOR FCASV USE ONLY)

PENALTIES

QUARTERLY RATE: $_____

DESCRIPTION:

_____ $_____

_____ $_____

_____ $_____

_____ $_____

TOTAL: $_____

PAYMENT APPROVAL

TOTAL APPROVED FOR PAYMENT BY FCASV: $_____

_____ _____
SIGNATURE DATE

ATTACHMENT

FINANCIAL AND COMPLIANCE AUDIT

The administration of resources awarded by the Council to the provider may be subject to audits and/or monitoring by the Council, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, and Section 215.97, F.S., (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Council staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the provider agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Council. In the event the Council determines that a limited scope audit of the provider is appropriate, the provider agrees to comply with any additional instructions provided by the Council to the provider regarding such audit. The provider further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the provider is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the provider expends $500,000 or more in Federal awards during its fiscal year, the provider must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Council by this agreement. In determining the Federal awards expended in its fiscal year, the provider shall consider all sources of Federal awards, including Federal resources received from the Council. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the provider conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1, the provider shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

3. If the provider expends less than $500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the provider expends less than $500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such audit must be paid from provider resources obtained from other than Federal entities.)

4. An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the Council shall be based on the agreement's requirements, including any rules, regulations, or statutes referenced in the agreement. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Council shall be fully disclosed in the audit report with reference to the Council agreement involved. If not otherwise disclosed as required by Section .310(b)(2) of OMB Circular A-133, as revised, the schedule of expenditures of Federal awards shall identify expenditures by agreement number for each agreement with the Council in effect during the audit period. Financial reporting packages required under this part must be submitted within the earlier of 30 days after receipt of the audit report or 9 months after the end of the provider's fiscal year end.

PART II: STATE FUNDED

This part is applicable if the provider is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the provider expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year of such provider (for fiscal years ending September 30, 2004 or thereafter), the provider must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT I to this agreement indicates state financial assistance awarded through the Council by this agreement. In determining the state financial assistance expended in its fiscal year, the provider shall consider all sources of state financial assistance, including state financial assistance received from the Council, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the provider shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the provider expends less than $500,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the provider expends less than $500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the provider resources obtained from other than State entities).

4. An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the Council shall be based on the agreement's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Council shall be fully disclosed in the audit report with reference to the Council agreement involved. If not otherwise disclosed as required by Rule 69I-5.003, Fla. Admin. Code, the schedule of expenditures of state financial assistance shall identify expenditures by agreement number for each agreement with the Council in effect during the audit period. Financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 12 months after the provider's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than 9 months after the provider's fiscal year end. Notwithstanding the applicability of this portion, the Council retains all right and obligation to monitor and oversee the performance of this agreement as outlined throughout this document and pursuant to law.

PART III: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the provider directly to each of the following:

A. The Florida Council Against Sexual Violence at the following address:

1820 East Park Avenue, Suite 100
Tallahassee, FL 32301-2874

The contract manager for this agreement listed in the standard agreement.

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Sections .320(f), OMB Circular A-133, as revised, the provider shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to The Florida Council Against Sexual Violence at the following address:

1820 East Park Avenue, Suite 100
Tallahassee, FL 32301-2874

The contract manager for this agreement listed in the standard agreement.

3. Additionally, copies of financial reporting packages required by Part II of this agreement shall be submitted by or on behalf of the provider directly to each of the following:

A. The Florida Council Against Sexual Violence at the following address:

1820 East Park Avenue, Suite 100
Tallahassee, FL 32301-2874

The contract manager for this agreement listed in the standard agreement.

B. The Auditor General's Office at the following address:

Auditor General's Office
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Any reports, management letter, or other information required to be submitted to the Council pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Providers, when submitting financial reporting packages to the Council for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the provider in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

The provider shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of six years from the date the audit report is issued, and shall allow the Council or its designee, the CFO or Auditor General access to such records upon request. The provider shall ensure that audit working papers are made available to the Council, or its designee, CFO, or Auditor General upon request for a period of six years from the date the audit report is issued, unless extended in writing by the Council.

End of Text

EXHIBIT – 1

1. **FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

Federal Program 1_____ CFDA#_____Title_____$_____

Federal Program 2 _____CFDA#_____Title_____$_____

TOTAL FEDERAL AWARDS $_____

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

2. **STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

Matching resources for federal program(s): N/A

State financial assistance subject to Sec. 215.97, F.S.:

CSFA#41.010 Title: The Florida Council Against Sexual Violence $7,778.00

TOTAL STATE FINANCIAL ASSISTANCE AWARDED PURSUANT TO SECTION 215.97, F.S. $7,778.00

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Reference Guide for State Expenditures

EXHIBIT 2

PART I: AUDIT RELATIONSHIP DETERMINATION

Providers who receive state or federal resources may or may not be subject to the audit requirements of OMB Circular A-133, as revised, and/or Section 215.97, Fla. Stat. Providers who are determined to be recipients or subrecipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit 1 are met. Providers who have been determined to be vendors are not subject to the audit requirements of OMB Circular A-133, as revised, and/or Section 215.97, Fla. Stat. Regardless of whether the audit requirements are met, providers who have been determined to be recipients or subrecipients of Federal awards and/or state financial assistance, must comply with applicable programmatic and fiscal compliance requirements.

In accordance with Sec. 210 of OMB Circular A-133 and/or Rule 691-5.006, FAC, provider has been determined to be:

_____Vendor not subject to OMB Circular A-133 and/or Section 215.97, F.S.
__X__Recipient/subrecipient subject to OMB Circular A-133 and/or Section 215.97, F.S.

☐ Recipient who is exempt from Section 215.97, F.S. (public university, community college, district school board, branch of state government, charter schools)
☐ Subrecipient who is exempt from OMB Circular A-133 (for-profit organization)

NOTE: If a provider is determined to be a recipient/subrecipient of federal and or state financial assistance and has been approved by the department to subcontract, they must comply with Section 215.97(7), F.S., and Rule 69I-.006(2), FAC [state financial assistance] and Section _ .400 OMB Circular A-133 [federal awards].

NOTE: Recipients/Subrecipients who are exempt from the audit requirements set forth in OMB Circular A-133 and Section 215.97, Fla. Stat., are not required to have a Single Audit. However, the exempt organization must comply with all compliance requirements set forth within the contract or award document.

PART II: FISCAL COMPLIANCE REQUIREMENTS

FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS. Providers who receive Federal awards or state matching funds on Federal awards and who are determined to be a subrecipient, must comply with the following fiscal laws, rules and regulations:

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:
2 CFR 225 a/k/a OMB Circular A-87 – Cost Principles*
OMB Circular A-102 – Administrative Requirements**
OMB Circular A-133 – Audit Requirements
Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules and regulations

NON-PROFIT ORGANIZATIONS MUST FOLLOW:
2 CFR 230 a/k/a OMB Circular A-122 – Cost Principles*
2 CFR 215 a/k/a OMB Circular A-110 – Administrative Requirements
OMB Circular A-133 – Audit Requirements
Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules and regulations

EDUCATIONAL INSTITUTIONS (EVEN IF A PART OF A STATE OR LOCAL GOVERNMENT) MUST FOLLOW:
2 CFR 220 a/k/a OMB Circular A-21 – Cost Principles*
2 CFR 215 a/k/a OMB Circular A-110 – Administrative Requirements
OMB Circular A-133 – Audit Requirements
Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules and regulations

*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in the OMB Circular A-133 Compliance Supplement, Appendix 1.
**For funding passed through U.S. Health and Human Services, 45 CFR 92; for funding passed through U.S. Department of Education, 34 CFR 80.

STATE FINANCIAL ASSISTANCE. Providers who receive state financial assistance and who are determined to be a recipient/subrecipient, must comply with the following fiscal laws, rules and regulations:

Section 215.97, Fla. Stat.
Chapter 69I-5, Fla. Admin. Code
State Projects Compliance Supplement
Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules and regulations

PROVIDER INFORMATION

Subcontract #: 11OAG17

Subcontract Period (FY): July 1, 2011- June 30, 2012

Provider Name: Alachua County Board of Commissioners Victim Services Rape Crisis Center

Street Address: 218 SE 24 Street
Gainesville, FL 32641

____ Please check here if you do not accept mail or package deliveries at your street address.

Mailing Address: 218 SE 24 Street
Gainesville FL 32641

Main Contact Name: Loretta Golden

The main contact person will be the sole liaison for communication between FCASV and your program regarding your contract. This contact's email address will be the main communication regarding contract information and provision of electronic forms. Reports, invoices and inquiries by phone, email and mail should come through this contact.

Title: Director
Telephone #: 352-264-6760
E-mail Address: llg@alachuacounty.us
FAX #: 352-264-6703

Secondary Contact Name: Karon Walker

The secondary contact person will be used only when main contact is unavailable concerning urgent matters and must not be the same person as the main contact.

Title: Senior Victim Advocate Counselor
Telephone #: 352-264-6760
E-mail Address: kwalker@alachuacounty.us
Fax #: 352-264-6703

Sexual Violence Data Registry

Contact Name: Karon Walker
Title: Senior Victim Advocate Counselor
Telephone #: 352-264-6760
E-mail Address: kwalker@alachuacounty.us
Fax #: 352-264-6703

County Manager Item Summary

ITEM DESCRIPTION:	2011- 2012 Subcontract Between Alachua County Board of Commissioners Victim Services & Rape Crisis Center and The Florida Council Against Sexual Violence

DEPARTMENT	RETURN TO	CONTACT:	
Community Support Services	Elmira K. Warren / Cathie Whitney	CONTACT:	Loretta L. Golden
		PHONE #:	352-264-6760

DOCUMENT(S) REQUIRING ACTION:	2011 - 2012 Florida Council Against Sexual Violence Subcontract	**AMOUNT:** $7,778.00

EXECUTIVE SUMMARY:

As a result of appropriations made available through the 2011 Legislative Session, the Office of the Attorney General will award recurring general revenue funding to the Florida Council Against Sexual Violence to support sexual battery victim services. The Alachua County Victim Services & Rape Crisis Center is eligible to receive funding for the period of July 1, 2011 through June 30, 2012. The funds are allocated to the Office of the Attorney General and administered by the Florida Council Against Sexual Violence (FCASV). The funds must be used exclusively to provide services to victims of sexual violence.

BACKGROUND:

The Florida Council Against Sexual Violence has notified the County's Victim Services & Rape Crisis Center that we will receive $7,778.00 for July 1, 2011 – June 30th, 2012. The amount received by the program varies each year. In addition to improving the quality of services provided to victims of sexual assault the funds are used in creative ways to educate the community and reduce the risk of sexual assault associated with teen dating violence. In 2003 Florida Legislators created the first funding mechanism for Florida's certified rape crisis centers, the Rape Crisis Program Trust Fund. The County's Victim Services & Rape Crisis Center has received to date more than $120,000.00 in State of Florida General Revenue funding to support victims of sexual violence. In order to receive the award the program must enter into a subcontract with the Florida Council Against Sexual Violence. This subcontract is for the period of July 1, 2011 through June 30, 2012.

ISSUES:

The funds must be used exclusively to provide services to victims of sexual battery. Therapy, community education, and risk reduction are enhanced services offered by the program as result of General Revenue Funding for rape crisis centers.

ACTION

Recommendation:

Approve the 2010-2011 Subcontract Agreement between the Florida Council Against Sexual Violence and Alachua County Board of Commissioners Victim Services & Rape Crisis Center

BUDGETARY IMPACT

Recommendation:

Approve the Subcontract Agreement. There is no funding impact to Alachua County.

Funding Sources:

State of Florida General Revenue

Associated Costs:

None

Account Code: TBD

Attachments: 2011 - 2012 Florida Council Against Sexual Violence Subcontract

Suggested Reference Material:

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
	6/24/11				6/30/11

#7648

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

July 25, 2011

MEMORANDUM

To: Rob Avery
Public Works

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on July 19, 2011 & Received in Contracts July 21, 2011**

Enclosed please find a copy of the document referenced below which was approved by the County Manager on the date referenced above. Also attached is a copy of the Green Sheet.

PHI BETA SIGMA
License Agreement for use of Alachua County Fairgrounds
Term: July 16, 2011
Amount: $ 700.00 Facility Fee
$ 0.00 Refundable Deposit
Account: 128-4505-362.20-00 License Fee
128-0000-220.80-00 Deposit

Please forward the document to the vendor and keep a copy for your file. Thank you for your assistance.

Enclosure

cc: Finance & Accounting
File

JDJ/jcp

P.O. Box 2877 ■ Gainesville, Florida 32602-2877 ■ Tel. (352) 374-5262 ■ Fax (352) 338-7362
1-800-491-4496 (toll free) ■ Suncom 651-5262 ■ TDD (352) 491-4430
E-Mail :omb@alachuacounty.us ■ Home Page: www.alachuacounty.us

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

LICENSE AGREEMENT FOR USE OF ALACHUA COUNTY FAIRGROUNDS

THIS LICENSE AGREEMENT, made and entered into this 19th day of July, 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 Phi Beta Sigma ("Licensee");

WITNESSETH:

WHEREAS, Licensee is a Florida Corporation headquartered and doing business at P.O Box 12722 Gainesville FL 32607; and

WHEREAS, Licensee desires to utilize all or a portion of the Alachua County Fairgrounds; and

WHEREAS, the County finds that this use would be beneficial to the County by allowing County residents to attend an event at the Fairgrounds; and

WHEREAS, the parties hereto desire to enter into a license agreement to establish rights and obligations with regard to the use of the Fairgrounds.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto do mutually covenant and agree as follows:

1. Effective Date. This license agreement shall be effective for dates and times as outlined in Exhibit A, until revoked as provided for herein.

2. Property. This license agreement is for the use of the property described in Exhibit A.

3. Use of Property. Licensee agrees to use the Property exclusively for the activities outlined in Exhibit A.

4. Payment. Licensee agrees to pay the County the sum of $ 700.00 as a flat rate license fee for the privilege of using the Property. Payment will be due to the County not later than 5 business days prior to the use period.

5. Grant. The County grants to Licensee the right to access and utilize the Property for the purposes set forth in Exhibit A.

6. Restrictions. Licensee shall adhere to the Alachua County Fairgrounds General Rules, Exhibit B.

7. Right of Assignment. Licensee shall not have the right to assign this license agreement without the written consent of the County.

8. Notices. All notices shall be in writing and sent to the County:

Alachua County
c/o County Manager's Office
12 SE 1st Street
Gainesville, Florida 32602

and to: (name and address as shown on Exhibit A)

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

Clerk of the Court
Alachua County Florida
Post Office Box 939
Gainesville, Florida 32602-939
Attn: Finance and Accounting

9. Indemnification. Licensee shall indemnify, save harmless and defend the County and all its agents, officials and employees from any and all claims, demands, actions or causes of action of every description brought against the County that arise from or in connection with the execution, performance, or exercise of any rights, privileges, or uses allowed or granted in this license agreement. In the event the County is alleged to be liable on account of alleged acts or omissions, or both, of Licensee, its subcontractors or agents, then Licensee will defend such allegations through counsel chosen by the County. Furthermore, Licensee will pay all costs, fees and expenses of any defense, including but not limited to, all attorneys' fees and expenses, court costs, and expert witness fees and expenses. This indemnification provision will survive the termination of this license agreement.

10. Insurance. The Licensee will procure and maintain insurance throughout the entire term of this agreement of the types and in the minimum amounts detailed in Exhibit C.

11. Termination. This License Agreement may be revoked at any time by the County Manager.

12. Permits . The Licensee will obtain and pay for all necessary permits, permit application fees, licenses or any fees required.

13. Laws & Regulations. Licensee will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this agreement. Licensee is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this agreement. If Licensee is not familiar with state and local laws, ordinances, code rules and regulations, Licensee remains liable for any violation and all subsequent damages or fines.

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

15. Conflicts of Interest. Licensee warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this agreement. Licensee shall notify the County of any conflict of interest due to any other clients, contracts or property interest.

16. Severability Clause. This agreement does not create any relationship with or any rights in favor of any third party. If any provision of this agreement is declared void by court of law, all other provisions will remain in full force and effect.

17. Non Waiver - The failure of any party to exercise any right in this agreement shall not be considered a waiver of such right.

18. Governing Law and Venue. This agreement is governed in accordance with the laws of the State of Florida. Venue is in Alachua County.

19. Amendments. The parties may amend this agreement only by mutual written agreement of the parties.

20. Entire Agreement. This agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.

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

WITNESS:

_____

ALACHUA COUNTY, FLORIDA

By: _____
Randall H. Reid, County Manager

APPROVED AS TO FORM

_____
Alachua County Attorney

LICENSEE

By: _____

Print: Jerrelle Williams

Title: _____

NOTARY

Dated this 14th day of July, 2011.

SWORN TO AND SUBSCRIBED BEFORE ME THIS 14th day of July, 2011, by Jerrelle Williams, who is personally known to me/ produced Florida Driver License - W452-424-88-168-0 as identification.

Lisa M. Vaidyanathan
Notary Public, State of Florida at Large
My Commission expires:

LISA M. VAIDYANATHAN
Commission DD 711289
Expires October 17, 2011
Bonded Thru Troy Fain Insurance 800-365-7019

EXHIBIT A
APPLICATION FOR USE OF ALACHUA COUNTY FAIRGROUNDS

Alachua County Manager's Office
12 SE 1st Street
Gainesville, FL 32601

PLEASE PRINT OR TYPE

NAME OF APPLICANT Val Byron **DATE** June 16th, 2011

ORGANIZATION/COMPANY Phi Beta Sigma (Beta Kappa) ***PROFIT/NON-PROFIT*** (Circle one)

ADDRESS P.O Box 12722 **CITY** Gainesville

STATE FL **ZIP** 32604 **TELEPHONE** (352) 256-4419

EVENT DETAILS

Event Dates July 16th Event Type _____

Please provide contact information for event details:
Name: Tommie Howard
Phone Number: 352-538-3357

Are you a non-profit? Yes ✓ No _____

Event Description (sufficient to determine the potential impact to the facility and security needs):
Picnic

FACILITIES REQUESTED

_____ EXHIBITION BUILDING & PARKING LOT
✓ EXHIBITION BUILDING, POLE BARN, GROUNDS & PARKING LOT
_____ POLE BARN, GROUNDS & PARKING LOT

Will alcohol be available served?	Yes _____	No ✓
Will the activity be open to the public?	Yes ✓	No _____
Will admission be charged?	Yes ✓	No _____
Will there be special equipment or use of any hazardous materials?	Yes _____	No ✓

The number of participants that will attend 1300
The number of staff members that will be on hand 15

FEE SCHEDULE

BUILDING ONLY (25,000) Square feet) Ample parking included.	$850.00 per day $1,550.00 week-end
GROUNDS AND POLE BARN Ample parking included.	$700.00 per day $1,000.00 week-end
BUILDING, POLE BARN & GROUND Ample parking included.	$1,550.00 per day $2,250.00 week-end
INTIAL SITE PLANT REVIEW AND INSPECTION BY FIRE MARSHAL	$90.00

Note: Any building rentals that use the grounds for vendors, camping, etc. will be charged for both building and grounds according to the fee schedule.

Markisha Boykin

From: jpeugene7@gmail.com on behalf of James Eugene [zkpresident1914@yahoo.com]
Sent: Friday, June 24, 2011 3:25 PM
To: Markisha Boykin
Cc: valbyron@gmail.com
Subject: Requested Information from Phi Beta Sigma, Inc.
Attachments: BNW Press Release 2011.doc

Good Afternoon,

I hope this email finds you well. I know you have been in contact with Bro.Valdimir Byron and he has informed me that this is the information that you are requesting. Hopefully this is concise enough and that the information requested is clearly presented.

On Friday July 15th, 2011 the Zeta kappa Chapter of Phi Beta Sigma Fraternity Inc. will be hosting a celebration at the Alachua County Fairgrounds. This celebration will be hosted by a disc jockey and will include dancing and "strolling", a systemic style of dance performed in lines. It will involve our guest coming into Gainesville and the community of Gainesville.
On Saturday July 16th, 2011 the Zeta Kappa Chapter will be hosting a picnic where we will be distributing food to the participants and socializing.
On Saturday July 16th, 2011 the Zeta kappa Chapter of Phi Beta Sigma Fraternity Inc. will be hosting a celebration at the Alachua County Fairgrounds. This celebration will be hosted by a disc jockey and will include dancing and "strolling". It will involve our guest coming into Gainesville and the community of Gainesville.

--
James P. Eugene
Zeta Kappa CEO/President
Phi Beta Sigma Fraternity, Inc.
University of Florida
zkpresident1914@yahoo.com
305-975-186
"Culture for Service, Service for Humanity"

PHI BETA SIGMA FRATERNITY, INC.

"World Famous" ZETA KAPPA CHAPTER
University of Florida
P.O. Box 12722 Gainesville, Florida 32604
Email: zetakappa1914@yahoo.com

The "World Famous" Zeta Kappa Chapter of Phi Beta Sigma Fraternity, Inc. will host its annual week-long philanthropic event, Blue and White Weekend, from July 10, 2011 to July 16, 2011 at the University of Florida and within the Gainesville community.

During the past few months, the gentlemen of Phi Beta Sigma Fraternity, Inc. have diligently planned for the Blue and White Weekend. This event, the largest collegiate-run summer event in the southeastern region of the United States, attracts thousands of undergraduate students and alumni from across the nation in order to raise funds for charitable organizations.

Blue and White Week began at the University of Florida twenty-eight years ago with the noble goal to provide members of Phi Beta Sigma and Zeta Phi Beta, its sister organization, an avenue to socialize and network while raising funds for the Gainesville community. The event derives its name from the official colors of its non-profit organization. Over the years, the event has grown from an event of local renown to one of national acclaim while receiving recognition from the University of Florida administration and Phi Beta Sigma's national organization. The fraternity has donated more than $30,000 to charitable organizations including $10,000 to the American Cancer Society in 2002. In 2006, the fraternity donated $14,000 to the Gainesville community which benefited elementary schools, service-outreach programs and health-education organizations. In 2008 the Zeta Kappa chapter donated thousands to elementary schools in Gainesville and implemented new social action programs in the community. The tradition of giving has continued, for in 2009 and 2010 the chapter donated more than $10,000 in the community including three scholarships, a dozen board games to the local Boys and Girls Club, and 10 social action programs geared toward the community and the student body.

This year Blue and White Week will consist of a variety of fun-filled and educational events. Events include the annual Gospel Explosion, annual Kids' Day Celebration," "Blue and White Step Show" and Royal Family Reunion picnic. The week also consists of many exciting social-fundraising events at various locations throughout Gainesville.

According to the Alachua County's Visitors and Convention Bureau, the economic impact of Blue and White Week for the Gainesville area is at a rapid growing of $3,217,500. We implore you to be a part of the positive contributions of Blue and White Week and would like your partnership in the positive enhancement and financial benefit of our community. Please consider giving what you can to allow Blue and White Week to continue to be a successful community builder.

If you have any questions, please contact director Valdimir Byron via phone at (352) 256-4419

RENTAL AMOUNT

Facility Fee $700

Miscellaneous _____ Damage Deposit $

Total Rental $700

APPLICATION PROCESS

1. Decide on date(s) for event and contact the County Manager's Office to make sure dates are available.

2. Complete application with all necessary attachments and fee deposits must be submitted no later than 3 weeks prior to the event. Attachments should include the agreements, the completed application, insurance certificate with minimum requirements and the following, as applicable:

    a. Any requests to use the exhibition building must be accompanied by a plan to show how the space would be used (location of tables, booths, stage, equipment, etc.).
    b. Any requests to use the grounds or pole barn must be accompanied by a site plan that includes the location of equipments, vehicles, structures including tents and any other information necessary to show how the grounds will be used.

3. The application will be forwarded by the County Manager's Office to the Alachua County Sheriff's Office to determine security needs. The Sheriff's Office will provide security as necessary, for all events. If a security plan is required the applicant will be responsible for coordination with the Sheriff's Office. As it deems necessary the Sheriff's Office will coordinate security planning with the Gainesville Police Department. The event will not be allowed to proceed unless the County Manager's Office has received confirmation from the Sheriff's Office that an adequate security plan has been approved and payment has been received by the Sheriff's Office to defray the cost for security. Events conducted by the City of Gainesville may be exempted from this requirement provided that documentation is submitted confirming that the Gainesville Police Department will be responsible for security.

4. The application will also be forwarded from the County Manager's Office to the Alachua County Fire Marshal. The applicant is responsible for meeting all applicable provisions of the fire code.

5. The applicant is responsible for making arrangements with the Alachua County Codes Enforcement Office to determine and comply with all other permit requirements.

6. At least five days prior to the event the applicant is responsible for paying any remaining balance of the facility rental fee, a $1000 clean-up, damage, key and utility deposit and all

necessary permit fees. The County Manager reserves the right to cancel the booking if the fees are not paid in accordance with the schedule or if confirmation has not been received from the Sheriff's Office, the Fire Marshal, and the County Codes Enforcement Office and, when applicable, the Gainesville Police Department that their requirements have been met.

NOTE: THE APPLICANT IS REQUIRED TO CONTACT THE FACILITIES DIVISION TO COORDINATE ACCESS; SET UP AND CLEAN UP ARRANGEMENTS OF THE FACILITY.

TERMS AND CONDITIONS

1. Upon completion of the activity the facility and adjacent area must be clear, orderly and free of any obstruction or litter. Inspection of the facility will be made immediately following the event. If there is damage or additional clean up is needed, Alachua County reserves the right to use your damage and clean-up deposit and refund the balance after the necessary repairs or clean up has been made.

2. Licensee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Licensee's operation and use of the licensed premises. The cost of such insurance shall be borne by the Licensee.

3. Applicant shall provide a certificate of insurance with the Alachua County Board of County Commissioners named as co-insured. Applicant shall follow insurance requirements as set forth in Exhibit C to the License Agreement for Use of Alachua County Fairgrounds.

(NOTE): THE ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS WILL NOT BE RESPONSIBLE FOR ANY EQUIPMENT, DISPLAYS, PERSONAL ITEMS OR ANY OTHER ITEMS LOST OR DAMAGED DUE TO FIRE, THEFT OR ANY OTHER CAUSES FOR LOSS.

4. No electrical wiring is to be done on the Fairgrounds without prior permission of the Alachua County Manager's Office.

5. The applicant shall be responsible for any and all damage or injury to any person or property and shall indemnify and hold harmless the Alachua County Board of County Commissioners, their officers or agents against any and all claims, demands and causes of action whatsoever arising from use of the facility, as further set forth in the License Agreement.

6. The applicant is responsible for complying with all applicable City, County, State and Federal laws and regulations that apply to the specific activity of the applicant. There is to be absolutely **NO SMOKING** inside the exhibition building.

7. Discharge of firearms and cutting of trees is strictly prohibited.

8. Alcoholic beverages are permitted on the Fairground's property with prior approval by the County Manager.

9. Alachua County retains the right to charge for parking and/or camping in accordance to your event.

10. Facility Contracts are non-transferable.

11. One half day will be allotted prior to your event for set-up and one half day after for cleanup. There will be an additional fee if any more time is needed in accordance with the fee schedule.

12. N.S.F. or returned checks will be charged $40.00 per check.

13. The Alachua County Manager's Office reserves the right to cancel any contract with full refund of any and all monies paid toward rental.

PLEASE SIGN AND NOTARIZE THE LICENSE AGREEMENT, PAGE 4, TO COMPLETE YOUR APPLICATION.

Please complete this rental contract and return two signed copies to this office with your check made payable to the Alachua County Board of County Commissioners. Your copy will be returned to you after approval.

EXHIBIT B
Alachua County Fairgrounds

General Rules

In the following information, the "Alachua County Fairgrounds" will be referred to as the "Fairgrounds". The Alachua County Fairgrounds operates under the management of the Alachua County Manager's Office and direction of the Alachua County Board of County Commissioners.

The County Manager shall arbitrate the following Special Conditions:

- Facility fees may be waived or reduced for "Educational" or "Not-For-Profits" (501C-3) events, as defined by the County Manager on an individual event basis.
- The Fairgrounds shall be made available for a period of four (4) consecutive weeks for use by the Alachua County Youth Fair with no rental charge to the Alachua County Youth Fair. The four-week period set out herein shall be determined by the County Manager's Office communicating with the Director of the Alachua County Agricultural Extension Service to ascertain the precise dates when the Fairgrounds are to be made available. Any expenses for the utilities associated with the Alachua County Youth Fair shall be paid by the Alachua County Youth Fair.
- For events that last more then one weekend or are recurring annual, monthly, or weekly events, agreements and facility fees can be negotiated.
- Unless an event has secured the entire facility, there may be times when multiple events are scheduled on the Fairgrounds. The County Manager's Office reserves the right to schedule multiple events without compensation to involved parties.
- ABSOLUTELY no modifications to existing grounds, buildings, or equipment will be made without prior written approval of the County Manager's Office. If prior approval has been given for such modifications, any and all modifications will be returned to its original or better condition.
- Any member of the County Manager's Office or County Facilities Management Division may move in, out, on, or about the entire facility while conducting his or her official duties.
- Users shall adhere to all signs and postings i.e. "No Parking", "All Dogs on Leash", etc.

Fairgrounds Bookings

- The County Manager reserves the right to deny any bookings that may present a safety hazard to persons or property or may damage the site. In the event any federal, state, or local laws have been violated by the user group at the Fairgrounds, the County Manager reserves the right to cancel or delay any scheduled event without restitution to that event and deny future application.

- The applicant is responsible for complying with all applicable City, County, State and Federal laws and regulations that apply to the specific activity of the applicant. There is to be absolutely NO SMOKING inside the exhibit building.

- Discharge of firearms and cutting of trees of strictly prohibited.

Payment Schedules

- User group shall pay a non-refundable deposit of fifty percent (50%) of the total fee and the $90.00 Site Plan Review and Inspection fee (Fire Marshal) upon signing the license agreement ("license") to reserve requested date(s). Unless other arrangements have been made, the remainder of the basic fee and ground fees and other charges are due five days before the facility is turned over to the user group. License must be signed and delivered to the County Manager's Office before any booking is guaranteed.

- User group shall pay a clean-up, damage, key and utility deposit of $1,000 five days before the facility is turned over to the user group. The deposit will be refunded within thirty days following the event if user has complied with all terms of the License.

Pre-Event Setup and Post-Event Cleanup

- One half day will be allotted prior to your event for set-up and one half day after your event for cleanup.

- All user groups are responsible for their own pre-event setup and breakdown. It is not the responsibility of County staff to direct, conduct, manage, or set-up for your scheduled event.

- It is the responsibility of the user group to collect trash, garbage, etc. and clean all areas used during the scheduled event. The user group(s) WILL be billed for any cleaning required by County staff. Under normal circumstances, County Facilities Management will neatly maintain the Fairgrounds.

- The user group will return the Fairgrounds and facilities to the County under the same or better condition than received. By the end of the business day following the scheduled event, all clean-up of facilities must be completed.

Improvements

- Unless otherwise provided by written agreement, the cost of any improvement(s), permanent or temporary, made on or to the Fairgrounds by any user group or individuals shall not be deducted from any past or future rental fee(s) due the County. Any improvement made permanent becomes property of the County and shall be utilized or maintained at the discretion of the County Manager's Office.

Refunds

- Refunds on booking fees will be given, only if the County Manager's Office has been notified in writing 30 days prior to the scheduled event starting date. The County reserves

the right to cancel or reschedule any event without compensation to the cancelled or rescheduled event organizers. If the County cancels an event and no rescheduling date is agreed upon, a full refund will be issued to the user group.

Maintenance and Cleaning Services

- Upon completion of the activity the facility and adjacent area must be clear, orderly and free of any obstruction or litter. Inspection of the facility will be made immediately following the event. If there is damage or additional clean up is needed, Alachua County reserves the right to use your damage and clean-up deposit to make repairs or clean up.

- Should the user group request that a County Facilities Management Division employee be present on the Fairgrounds during a scheduled event, the user group will be charged the appropriate hourly rate for the employee.

- **For any event lasting more than two (2) days, the Licensee must:**
    - Insure that all of the restrooms are cleaned daily and provide the necessary bathroom items (toilet paper, hand soap, hand towels) for the duration of the event.

    - Empty trash cans daily and replace with new trash liners. If users deem it necessary to have a dumpster on the grounds for the event, make the necessary arrangements with a waste company to provide hauling and be billed directly.

    - Licensee can contact County Facilities Management for the suppliers name and telephone number to order replacements for the items listed above. It is recommended that the user hire, or appoint, a "restroom attendant" to assume this responsibility.

- **Additional Charges:**
    - If keys are returned after the event and the lights are left on in the building, bathrooms, or pole barn or if fans are left on there will be an additional charge of **$400**.

    - Additional charge of **$300** if building or grounds are not cleaned up after event.

    - Additional charge of **$160** if bathrooms are not cleaned up after event.

Alcohol

- Alcohol beverages will be permitted on the Fairground's property with prior approval by the County Manager. User groups may utilize banners, signage or advertisement of companies that do sell or endorse alcoholic products.

Animals

- A written notice of all events involving animals will be provided to the Alachua County Division of Animal Services at least 2 days prior to the event. Any fees incurred shall be responsibility of the pet's owner.

- Users shall maintain a list consisting of the names, phone numbers, and addresses of all persons owning animals on the premises. If the possessor of the animal on the premises is not the owner, then the preceding information shall also be provided for the possessor. The quantity and type of each animal shall also be listed.

- All pets shall be on a physical restraint, i.e. leash, at all times while on the Fairgrounds. Only those pets directly related to an event, i.e. dog show, horse show, and approved by the County Manager's Office shall be exempt.

- Pet owners are to pick up all pet waste and deposit in the provided pet waste containers or trash receptacles.

Equipment Storage

- Due to a limited amount of storage space, unless otherwise approved in writing by the County Manager, no equipment, supplies, materials or any items belonging to a user group will be stored on the Fairgrounds. If such items are left on the Fairgrounds, without prior approval, Facilities Management shall dispose of such, with no restitution to the owner(s) of disposed items. All items stored and/or left on the grounds, prior approval or not, shall still be the responsibility of the owner and not that of Alachua County, (i.e. damage, theft etc.).

- If approval has been given for storage, one key to ANY and ALL locks installed by a user group for their storage shall be provided to Facilities Management and maintained appropriately. Failure to provide a key will result in removal of the lock. (This is due to any unforeseen emergency.)

Permits, Licenses and Inspections

- Any and all required Permits, Licenses, and Inspections for any event will be the sole responsibility of the event organizers. The County reserves the right to deny, cancel or delay any event that does not obtain permits, licenses, or proper inspections.

Banners, Signs and Advertising

- Any signage pertaining to the event that will be placed in the unincorporated areas of Alachua County must first be approved through Alachua County Growth Management.

- Please contact any Municipality within Alachua County (Alachua, Archer, Gainesville, Hawthorne, High Springs, Lacrosse, Micanopy, Newberry, Waldo) within which signage pertaining to the event that will be placed for its approval and/or permit process. The Alachua County Fairgrounds is located in the City of Gainesville. Signage placed on the actual Fairgrounds must be approved and/or permitted by the City of Gainesville.

- BE ADVISED that bandit signs are not lawful anywhere within the unincorporated areas of Alachua County or any of its municipalities. The applicant is responsible for ensuring that bandit signs pertaining to the event are not placed anywhere in such areas. Should bandit signs pertaining to the event be placed anywhere within such area, the County reserves the right to deny, cancel or delay the event without refund, damages or restitution to the applicant.

Security, Parking, Rescue and First Aid

- A parking and security plan may be required for certain events when it is determined by the Alachua County Sheriff's Office or County Manager to be in the best interest of the public. Contact the Alachua County Sheriff's Office for arrangements and costs.

- A County Rescue Unit may be available with proper notice. The user group shall be responsible for all costs of the unit and personnel to operate the unit. This will be required for all Major Events. It will be the responsibility of the user group to contact Alachua County Public Safety for scheduling, rates, and availability.

EXHIBIT C

INSURANCE REQUIREMENTS
Alachua County Fair Grounds
Licensee's Ins.

Licensee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Licensee's operation and use of the licensed premises. The cost of such insurance shall be borne by the Licensee.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a per occurrence form policy for limits not less than $1,000,000 General Aggregate, $1,000,000 Products / Completed Operations Aggregate, $1,000,000 Personal and Advertising Injury Liability, $1,000,000 each Occurrence, $100,000 Fire Damage Liability and $5,000 Medical Expense.

AUTOMOBILE LIABILITY (While Operating Vehicles on County Owned Property)

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY (While on County owned Property)

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.
Employer's Liability limits for not less then $100,000 each accident; $500,000 disease policy limit and $100,000 disease each employee must be included.

OR:

As an independent contractor outside the construction industry with fewer than four employees choosing not to secure worker's compensation coverage under the Florida Workers' Compensation Act, the Licensee may chose to post clear written notice in a conspicuous location accessible to all employees telling employees and others of their lack of entitlement to work's compensation benefits.

LIQUOR LIABILITY (While on County owned Property)

Coverage must be afforded when a licensee, vendor, concessionaire, independent contractor, or subcontractor is engaged in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages while on County property. Coverage must be afforded for Bodily Injury and Property Damage of not less than $1,000,000 Combined Single Limit each occurrence.

OTHER INSURANCE PROVISIONS

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

I **Commercial General Liability Coverages**

a. **The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects**: Liability arising out of activities performed by or on behalf of the Licensee and premises owned, leased or used by the Licensee.

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

II **Workers' Compensation and Employers' Liability Coverages**

The insurer shall agree to waive all rights of subrogation against the County, its officials, employees and volunteers for losses arising from work performed by the Licensee for the County.

III **All Coverages**

The Licensee shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under a claims made form the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.

SUBCONTRACTORS, VENDORS, CONCESSIONAIRES

Licensee shall include all subcontractors as insureds under its policies. All coverages for subcontractors, vendors, concessionaires and independent contractors shall be subject to all of the requirements stated herein.

Certificate Holder: Alachua County Board of County Commissioners
c/o Risk Management
P.O. Box 1467
Gainesville, Florida 32602

Affidavit

Licensees not meeting the definitions of "Employment" under Florida's Workers' Compensation Statute 440.02 (b) 2

I hereby certify that as an employer outside the construction industry with fewer than four (4) employees, I understand and acknowledge that by choosing not to purchase Worker's Compensation and Employers Liability Insurance as permitted by Florida Statute 440.04, Waiver of Exemption, I assume liability under Common Law Tort Liability for injuries sustained by my employees while working within the scope of their employment.

I also agree, to the maximum extent permitted by Florida Law, I shall indemnify, save and hold harmless Alachua County and all of its agents and employees of and from all claims, demands, actions or causes of action of whatsoever nature or character, to include workers compensation action over claims arising out of, or by reason of, the use of the County Fairgrounds. I further agree to defend, at my sole cost and expense, any action or proceeding commenced for the purpose of asserting any claim or whatsoever arising hereunder. The terms and provision of this paragraph shall survive the termination of this Agreement subject to applicable statutes of limitations.

Signature of Licensee

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/23/2011

PRODUCER (800)736-4327 FAX (800)328-0522
Willis of Minnesota, Inc.
12231 Emmet St.,Ste.#5
Omaha, NE 68164
Terri Simmerman

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Phi Beta Sigma Fraternity, Inc.
145 Kennedy Street, NW
Washington, DC 20011

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Admiral Insurance Company	24856
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	CA00000258008	12/31/2010	12/31/2011	EACH OCCURRENCE	$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 250,000
						MED EXP (Any one person)	$ Excluded
						PERSONAL & ADV INJURY	$ 1,000,000
						GENERAL AGGREGATE	$ 2,000,000
						PRODUCTS - COMP/OP AGG	$ 1,000,000
A		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	CA00000258008	12/31/2010	12/31/2011	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE	$
						AGGREGATE	$
							$
							$
							$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS / OTH-ER	
						E.L. EACH ACCIDENT	$
						E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The certificate holder has been named as an additional insured as respects to the above listed policy. This is for the Zeta Kappa Chapter's Blue White Weekend to be held on July 15th and 16th of 2011 only.

CERTIFICATE HOLDER

Alachua County Board of County Commissioners,
its officials, employees and volunteers
PO Box 1467
Gainsville, FL 32602

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Edward (Ned) Kirklin/MELISS

©ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTI License Agreement for Phi Beta Sigma use of Alachua County Fairgrounds.

DEPARTMENT:	**RETURN TO**	**CONTACT:** Markisha Boykin
CMO	Richard Drummond	**PHONE** 352-264-6916

DOCUMENT(S) REQUIRING ACTION:	License Agreement for Use of Alachua County Fairgrounds	**AMOUNT: $700** $700.00 Rental $43.75 sales tax

EXECUTIVE SUMMARY: Phi Beta Sigma, is a non-profit organization requesting use of the grounds, pole barn and parking lot for a barbeque to be held on July 16, 2011 at the Alachua County Fairgrounds. There is already a damage deposit on file.

BACKGROUND: The County Commission has approved the use of the Fairgrounds Facilities by user groups. User groups requesting use of the fairgrounds facilities will complete the Application for Use of Alachua County Fairgrounds, negotiate any special arrangements needed, and execute the County's standard license agreement that has been amended to suit the operational requirements of the Fairgrounds Facilities.

ISSUES: All user groups are responsible for their own pre-event setup and breakdown. The user group must return the Fairgrounds and facilities to the County under the same or better condition than received. User group shall pay a clean-up, damage, key and utility deposit at $1,000 at the time the facility is turned over to the user group. The deposit will be refunded within thirty days following the event if user has complied with all terms of the License Agreement.

ACTION

Recommendation: Approve Phi Beta Sigma Fraternity's use of the Alachua County Fairgrounds grounds, pole barn, grounds and parking lot for a barbeque to be held on July 16, 2011. Execution of License Agreement by County Manager.

BUDGETARY IMPACT

Recommendation: Approve License Agreement for Phi Beta Sigma Fraternity – Zeta Kappa Chapter for use of Alachua County Fairgrounds.

Funding Sources: **Fairgrounds Management Fund 128**

Associated Costs None.

Account Code: 128-4505-362-20-00 License Fee
128-0000-208-20-10 Sales Tax

ATTACHMENTS: License Agreement for Use of Alachua County Fairgrounds.

SUGGESTED REFERENCE MATERIAL:

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
RA 7/15/11	JF	mac	RL	RHN	7/19/11

#7635

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

July 14, 2011

MEMORANDUM

To: Rob Avery
Public Works

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on July 13, 2011 & Received in Contracts July 14, 2011**

Enclosed please find a copy of the document referenced below which was approved by the County Manager on the date referenced above. Also attached is a copy of the Green Sheet.

PHI BETA SIGMA

License Agreement for use of Alachua County Fairgrounds
Term: July 15 - 16, 2011
Amount: $ 1,700.00 Facility Fee
$1,000.00 Refundable Deposit
Account: 128-4505-362.20-00 License Fee
128-0000-220.80-00 Deposit

Please forward the document to the vendor and keep a copy for your file. Thank you for your assistance.

Enclosure

cc: Finance & Accounting
File

JDJ/jcp

P.O. Box 2877 ■ Gainesville, Florida 32602-2877 ■ Tel. (352) 374-5262 ■ Fax (352) 338-7362
1-800-491-4496 (toll free) ■ Suncom 651-5262 ■ TDD (352) 491-4430
E-Mail :omb@alachuacounty.us ■ Home Page: www.alachuacounty.us

LICENSE AGREEMENT FOR USE OF ALACHUA COUNTY FAIRGROUNDS

THIS LICENSE AGREEMENT, made and entered into this 23 day of June, 2011, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and Phi Beta Sigma (Zeta Kappa) ("Licensee");

WITNESSETH:

WHEREAS, Licensee is a Florida Corporation headquartered and doing business at P.O. Box 12728 Gainesville FL, 32604; and

WHEREAS, Licensee desires to utilize all or a portion of the Alachua County Fairgrounds; and

WHEREAS, the County finds that this use would be beneficial to the County by allowing County residents to attend an event at the Fairgrounds; and

WHEREAS, the parties hereto desire to enter into a license agreement to establish rights and obligations with regard to the use of the Fairgrounds.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto do mutually covenant and agree as follows:

1. Effective Date. This license agreement shall be effective for dates and times as outlined in Exhibit A, until revoked as provided for herein.

2. Property. This license agreement is for the use of the property described in Exhibit A.

3. Use of Property. Licensee agrees to use the Property exclusively for the activities outlined in Exhibit A.

4. Payment. Licensee agrees to pay the County the sum of $ 1700 as a flat rate license fee for the privilege of using the Property. Payment will be due to the County not later than 5 business days prior to the use period.

5. Grant. The County grants to Licensee the right to access and utilize the Property for the purposes set forth in Exhibit A.

6. Restrictions. Licensee shall adhere to the Alachua County Fairgrounds General Rules, Exhibit B.

7. Right of Assignment. Licensee shall not have the right to assign this license agreement without the written consent of the County.

8. Notices. All notices shall be in writing and sent to the County:

Alachua County
c/o County Manager's Office
12 SE 1st Street
Gainesville, Florida 32602

and to: (name and address as shown on Exhibit A)

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

Clerk of the Court
Alachua County Florida
Post Office Box 939
Gainesville, Florida 32602-939
Attn: Finance and Accounting

9. Indemnification. Licensee shall indemnify, save harmless and defend the County and all its agents, officials and employees from any and all claims, demands, actions or causes of action of every description brought against the County that arise from or in connection with the execution, performance, or exercise of any rights, privileges, or uses allowed or granted in this license agreement. In the event the County is alleged to be liable on account of alleged acts or omissions, or both, of Licensee, its subcontractors or agents, then Licensee will defend such allegations through counsel chosen by the County. Furthermore, Licensee will pay all costs, fees and expenses of any defense, including but not limited to, all attorneys' fees and expenses, court costs, and expert witness fees and expenses. This indemnification provision will survive the termination of this license agreement.

10. Insurance. The Licensee will procure and maintain insurance throughout the entire term of this agreement of the types and in the minimum amounts detailed in Exhibit C.

11. Termination. This License Agreement may be revoked at any time by the County Manager.

12. Permits . The Licensee will obtain and pay for all necessary permits, permit application fees, licenses or any fees required.

13. Laws & Regulations. Licensee will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this agreement. Licensee is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this agreement. If Licensee is not familiar with state and local laws, ordinances, code rules and regulations, Licensee remains liable for any violation and all subsequent damages or fines.

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

15. Conflicts of Interest. Licensee warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this agreement. Licensee shall notify the County of any conflict of interest due to any other clients, contracts or property interest.

16. Severability Clause. This agreement does not create any relationship with or any rights in favor of any third party. If any provision of this agreement is declared void by court of law, all other provisions will remain in full force and effect.

17. Non Waiver - The failure of any party to exercise any right in this agreement shall not be considered a waiver of such right.

18. Governing Law and Venue. This agreement is governed in accordance with the laws of the State of Florida. Venue is in Alachua County.

19. Amendments. The parties may amend this agreement only by mutual written agreement of the parties.

20. Entire Agreement. This agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.

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

ALACHUA COUNTY, FLORIDA

WITNESS:
Rebecca Wilson

By: _____
Randall H. Reid, County Manager

APPROVED AS TO FORM

_____
Alachua County Attorney

LICENSEE

By: _____

Print: Vachimir Byron

Title: Director of Blue and White Weekend
PHI BETA SIGMA

NOTARY

Dated this 23 day of June, 2011.

SWORN TO AND SUBSCRIBED BEFORE ME THIS 23 day of June, 2011, by Val Byron, who is personally known to me/ produced _____ as identification.

Deanne Williams
Notary Public, State of Florida at Large
My Commission expires:

DEANNE M. WILLIAMS
Commission # DD 850506
Expires January 11, 2013
Bonded Thru Troy Fain Insurance 800-385-7019

EXHIBIT A
APPLICATION FOR USE OF ALACHUA COUNTY FAIRGROUNDS

Alachua County Manager's Office
12 SE 1st Street
Gainesville, FL 32601

PLEASE PRINT OR TYPE

NAME OF APPLICANT Val Byron **DATE** June 14, 2011

ORGANIZATION/COMPANY Phi Beta Sigma (Zeta Kappa) ***PROFIT/NON-PROFIT*** (Circle one)

ADDRESS P.O. Box 12722 **CITY** Gainesville,

STATE FL **ZIP** 32607 **TELEPHONE** (352) 256-4419

EVENT DETAILS

Event Dates July 15 & 16, 2011 Event Type _____

Please provide contact information for event details:
Name: Tammie Howard
Phone Number: 352-538-3357

Are you a non-profit? Yes ✓ No _____

Event Description (sufficient to determine the potential impact to the facility and security needs):

_____
_____
_____
_____
_____

FACILITIES REQUESTED

✓ EXHIBITION BUILDING & PARKING LOT
_____ EXHIBITION BUILDING, POLE BARN, GROUNDS & PARKING LOT
_____ POLE BARN, GROUNDS & PARKING LOT

Will alcohol be available served?	Yes____	No ✓
Will the activity be open to the public?	Yes ✓	No____
Will admission be charged?	Yes ✓	No____

Will there be special equipment or use of any hazardous materials?	Yes____	No ✓

The number of participants that will attend 1300
The number of staff members that will be on hand 15

FEE SCHEDULE

BUILDING ONLY (25,000) Square feet) Ample parking included.	$850.00 per day $1,550.00 week-end
GROUNDS AND POLE BARN Ample parking included.	$700.00 per day $1,000.00 week-end
BUILDING, POLE BARN & GROUND Ample parking included.	$1,550.00 per day $2,250.00 week-end
INTIAL SITE PLANT REVIEW AND INSPECTION BY FIRE MARSHAL	$90.00

Note: Any building rentals that use the grounds for vendors, camping, etc. will be charged for both building and grounds according to the fee schedule.

RENTAL AMOUNT

Facility Fee $1700

Miscellaneous $90 Damage Deposit $1000

Total Rental $1700

APPLICATION PROCESS

1. Decide on date(s) for event and contact the County Manager's Office to make sure dates are available.

2. Complete application with all necessary attachments and fee deposits must be submitted no later than 3 weeks prior to the event. Attachments should include the agreements, the completed application, insurance certificate with minimum requirements and the following, as applicable:

   a. Any requests to use the exhibition building must be accompanied by a plan to show how the space would be used (location of tables, booths, stage, equipment, etc.).
   b. Any requests to use the grounds or pole barn must be accompanied by a site plan that includes the location of equipments, vehicles, structures including tents and any other information necessary to show how the grounds will be used.

3. The application will be forwarded by the County Manager's Office to the Alachua County Sheriff's Office to determine security needs. The Sheriff's Office will provide security as necessary, for all events. If a security plan is required the applicant will be responsible for coordination with the Sheriff's Office. As it deems necessary the Sheriff's Office will coordinate security planning with the Gainesville Police Department. The event will not be allowed to proceed unless the County Manager's Office has received confirmation from the Sheriff's Office that an adequate security plan has been approved and payment has been received by the Sheriff's Office to defray the cost for security. Events conducted by the City of Gainesville may be exempted from this requirement provided that documentation is submitted confirming that the Gainesville Police Department will be responsible for security.

4. The application will also be forwarded from the County Manager's Office to the Alachua County Fire Marshal. The applicant is responsible for meeting all applicable provisions of the fire code.

5. The applicant is responsible for making arrangements with the Alachua County Codes Enforcement Office to determine and comply with all other permit requirements.

6. At least five days prior to the event the applicant is responsible for paying any remaining balance of the facility rental fee, a $1000 clean-up, damage, key and utility deposit and all

necessary permit fees. The County Manager reserves the right to cancel the booking if the fees are not paid in accordance with the schedule or if confirmation has not been received from the Sheriff's Office, the Fire Marshal, and the County Codes Enforcement Office and, when applicable, the Gainesville Police Department that their requirements have been met.

NOTE: THE APPLICANT IS REQUIRED TO CONTACT THE FACILITIES DIVISION TO COORDINATE ACCESS; SET UP AND CLEAN UP ARRANGEMENTS OF THE FACILITY.

TERMS AND CONDITIONS

1. Upon completion of the activity the facility and adjacent area must be clear, orderly and free of any obstruction or litter. Inspection of the facility will be made immediately following the event. If there is damage or additional clean up is needed, Alachua County reserves the right to use your damage and clean-up deposit and refund the balance after the necessary repairs or clean up has been made.

2. Licensee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Licensee's operation and use of the licensed premises. The cost of such insurance shall be borne by the Licensee.

3. Applicant shall provide a certificate of insurance with the Alachua County Board of County Commissioners named as co-insured. Applicant shall follow insurance requirements as set forth in Exhibit C to the License Agreement for Use of Alachua County Fairgrounds.

(NOTE): THE ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS WILL NOT BE RESPONSIBLE FOR ANY EQUIPMENT, DISPLAYS, PERSONAL ITEMS OR ANY OTHER ITEMS LOST OR DAMAGED DUE TO FIRE, THEFT OR ANY OTHER CAUSES FOR LOSS.

4. No electrical wiring is to be done on the Fairgrounds without prior permission of the Alachua County Manager's Office.

5. The applicant shall be responsible for any and all damage or injury to any person or property and shall indemnify and hold harmless the Alachua County Board of County Commissioners, their officers or agents against any and all claims, demands and causes of action whatsoever arising from use of the facility, as further set forth in the License Agreement.

6. The applicant is responsible for complying with all applicable City, County, State and Federal laws and regulations that apply to the specific activity of the applicant. There is to be absolutely **NO SMOKING** inside the exhibition building.

7. Discharge of firearms and cutting of trees is strictly prohibited.

8. Alcoholic beverages are permitted on the Fairground's property with prior approval by the County Manager.

9. Alachua County retains the right to charge for parking and/or camping in accordance to your event.

10. Facility Contracts are non-transferable.

11. One half day will be allotted prior to your event for set-up and one half day after for cleanup. There will be an additional fee if any more time is needed in accordance with the fee schedule.

12. N.S.F. or returned checks will be charged $40.00 per check.

13. The Alachua County Manager's Office reserves the right to cancel any contract with full refund of any and all monies paid toward rental.

PLEASE SIGN AND NOTARIZE THE LICENSE AGREEMENT, PAGE 4, TO COMPLETE YOUR APPLICATION.

Please complete this rental contract and return two signed copies to this office with your check made payable to the Alachua County Board of County Commissioners. Your copy will be returned to you after approval.

EXHIBIT B
Alachua County Fairgrounds

General Rules

In the following information, the "Alachua County Fairgrounds" will be referred to as the "Fairgrounds". The Alachua County Fairgrounds operates under the management of the Alachua County Manager's Office and direction of the Alachua County Board of County Commissioners.

The County Manager shall arbitrate the following Special Conditions:

- Facility fees may be waived or reduced for "Educational" or "Not-For-Profits" (501C-3) events, as defined by the County Manager on an individual event basis.
- The Fairgrounds shall be made available for a period of four (4) consecutive weeks for use by the Alachua County Youth Fair with no rental charge to the Alachua County Youth Fair. The four-week period set out herein shall be determined by the County Manager's Office communicating with the Director of the Alachua County Agricultural Extension Service to ascertain the precise dates when the Fairgrounds are to be made available. Any expenses for the utilities associated with the Alachua County Youth Fair shall be paid by the Alachua County Youth Fair.
- For events that last more then one weekend or are recurring annual, monthly, or weekly events, agreements and facility fees can be negotiated.
- Unless an event has secured the entire facility, there may be times when multiple events are scheduled on the Fairgrounds. The County Manager's Office reserves the right to schedule multiple events without compensation to involved parties.
- ABSOLUTELY no modifications to existing grounds, buildings, or equipment will be made without prior written approval of the County Manager's Office. If prior approval has been given for such modifications, any and all modifications will be returned to its original or better condition.
- Any member of the County Manager's Office or County Facilities Management Division may move in, out, on, or about the entire facility while conducting his or her official duties.
- Users shall adhere to all signs and postings i.e. "No Parking", "All Dogs on Leash", etc.

Fairgrounds Bookings

- The County Manager reserves the right to deny any bookings that may present a safety hazard to persons or property or may damage the site. In the event any federal, state, or local laws have been violated by the user group at the Fairgrounds, the County Manager reserves the right to cancel or delay any scheduled event without restitution to that event and deny future application.

- The applicant is responsible for complying with all applicable City, County, State and Federal laws and regulations that apply to the specific activity of the applicant. There is to be absolutely NO SMOKING inside the exhibit building.

- Discharge of firearms and cutting of trees of strictly prohibited.

Payment Schedules

- User group shall pay a non-refundable deposit of fifty percent (50%) of the total fee and the $90.00 Site Plan Review and Inspection fee (Fire Marshal) upon signing the license agreement ("license") to reserve requested date(s). Unless other arrangements have been made, the remainder of the basic fee and ground fees and other charges are due five days before the facility is turned over to the user group. License must be signed and delivered to the County Manager's Office before any booking is guaranteed.

- User group shall pay a clean-up, damage, key and utility deposit of $1,000 five days before the facility is turned over to the user group. The deposit will be refunded within thirty days following the event if user has complied with all terms of the License.

Pre-Event Setup and Post-Event Cleanup

- One half day will be allotted prior to your event for set-up and one half day after your event for cleanup.

- All user groups are responsible for their own pre-event setup and breakdown. It is not the responsibility of County staff to direct, conduct, manage, or set-up for your scheduled event.

- It is the responsibility of the user group to collect trash, garbage, etc. and clean all areas used during the scheduled event. The user group(s) WILL be billed for any cleaning required by County staff. Under normal circumstances, County Facilities Management will neatly maintain the Fairgrounds.

- The user group will return the Fairgrounds and facilities to the County under the same or better condition than received. By the end of the business day following the scheduled event, all clean-up of facilities must be completed.

Improvements

- Unless otherwise provided by written agreement, the cost of any improvement(s), permanent or temporary, made on or to the Fairgrounds by any user group or individuals shall not be deducted from any past or future rental fee(s) due the County. Any improvement made permanent becomes property of the County and shall be utilized or maintained at the discretion of the County Manager's Office.

Refunds

- Refunds on booking fees will be given, only if the County Manager's Office has been notified in writing 30 days prior to the scheduled event starting date. The County reserves

the right to cancel or reschedule any event without compensation to the cancelled or rescheduled event organizers. If the County cancels an event and no rescheduling date is agreed upon, a full refund will be issued to the user group.

Maintenance and Cleaning Services

- Upon completion of the activity the facility and adjacent area must be clear, orderly and free of any obstruction or litter. Inspection of the facility will be made immediately following the event. If there is damage or additional clean up is needed, Alachua County reserves the right to use your damage and clean-up deposit to make repairs or clean up.

- Should the user group request that a County Facilities Management Division employee be present on the Fairgrounds during a scheduled event, the user group will be charged the appropriate hourly rate for the employee.

- **For any event lasting more than two (2) days, the Licensee must:**
    - Insure that all of the restrooms are cleaned daily and provide the necessary bathroom items (toilet paper, hand soap, hand towels) for the duration of the event.

    - Empty trash cans daily and replace with new trash liners. If users deem it necessary to have a dumpster on the grounds for the event, make the necessary arrangements with a waste company to provide hauling and be billed directly.

    - Licensee can contact County Facilities Management for the suppliers name and telephone number to order replacements for the items listed above. It is recommended that the user hire, or appoint, a "restroom attendant" to assume this responsibility.

- **Additional Charges:**
    - If keys are returned after the event and the lights are left on in the building, bathrooms, or pole barn or if fans are left on there will be an additional charge of **$400**.

    - Additional charge of **$300** if building or grounds are not cleaned up after event.

    - Additional charge of **$160** if bathrooms are not cleaned up after event.

Alcohol

- Alcohol beverages will be permitted on the Fairground's property with prior approval by the County Manager. User groups may utilize banners, signage or advertisement of companies that do sell or endorse alcoholic products.

Animals

- A written notice of all events involving animals will be provided to the Alachua County Division of Animal Services at least 2 days prior to the event. Any fees incurred shall be responsibility of the pet's owner.

- Users shall maintain a list consisting of the names, phone numbers, and addresses of all persons owning animals on the premises. If the possessor of the animal on the premises is not the owner, then the preceding information shall also be provided for the possessor. The quantity and type of each animal shall also be listed.

- All pets shall be on a physical restraint, i.e. leash, at all times while on the Fairgrounds. Only those pets directly related to an event, i.e. dog show, horse show, and approved by the County Manager's Office shall be exempt.

- Pet owners are to pick up all pet waste and deposit in the provided pet waste containers or trash receptacles.

Equipment Storage

- Due to a limited amount of storage space, unless otherwise approved in writing by the County Manager, no equipment, supplies, materials or any items belonging to a user group will be stored on the Fairgrounds. If such items are left on the Fairgrounds, without prior approval, Facilities Management shall dispose of such, with no restitution to the owner(s) of disposed items. All items stored and/or left on the grounds, prior approval or not, shall still be the responsibility of the owner and not that of Alachua County, (i.e. damage, theft etc.).

- If approval has been given for storage, one key to ANY and ALL locks installed by a user group for their storage shall be provided to Facilities Management and maintained appropriately. Failure to provide a key will result in removal of the lock. (This is due to any unforeseen emergency.)

Permits, Licenses and Inspections

- Any and all required Permits, Licenses, and Inspections for any event will be the sole responsibility of the event organizers. The County reserves the right to deny, cancel or delay any event that does not obtain permits, licenses, or proper inspections.

Banners, Signs and Advertising

- Any signage pertaining to the event that will be placed in the unincorporated areas of Alachua County must first be approved through Alachua County Growth Management.

- Please contact any Municipality within Alachua County (Alachua, Archer, Gainesville, Hawthorne, High Springs, Lacrosse, Micanopy, Newberry, Waldo) within which signage pertaining to the event that will be placed for its approval and/or permit process. The Alachua County Fairgrounds is located in the City of Gainesville. Signage placed on the actual Fairgrounds must be approved and/or permitted by the City of Gainesville.

- BE ADVISED that bandit signs are not lawful anywhere within the unincorporated areas of Alachua County or any of its municipalities. The applicant is responsible for ensuring that bandit signs pertaining to the event are not placed anywhere in such areas. Should bandit signs pertaining to the event be placed anywhere within such area, the County reserves the right to deny, cancel or delay the event without refund, damages or restitution to the applicant.

Security, Parking, Rescue and First Aid

- A parking and security plan may be required for certain events when it is determined by the Alachua County Sheriff's Office or County Manager to be in the best interest of the public. Contact the Alachua County Sheriff's Office for arrangements and costs.

- A County Rescue Unit may be available with proper notice. The user group shall be responsible for all costs of the unit and personnel to operate the unit. This will be required for all Major Events. It will be the responsibility of the user group to contact Alachua County Public Safety for scheduling, rates, and availability.

EXHIBIT C

INSURANCE REQUIREMENTS
Alachua County Fair Grounds
Licensee's Ins.

Licensee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Licensee's operation and use of the licensed premises. The cost of such insurance shall be borne by the Licensee.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a per occurrence form policy for limits not less than $1,000,000 General Aggregate, $1,000,000 Products / Completed Operations Aggregate, $1,000,000 Personal and Advertising Injury Liability, $1,000,000 each Occurrence, $100,000 Fire Damage Liability and $5,000 Medical Expense.

AUTOMOBILE LIABILITY (While Operating Vehicles on County Owned Property)

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY (While on County owned Property)

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.
Employer's Liability limits for not less then $100,000 each accident; $500,000 disease policy limit and $100,000 disease each employee must be included.

OR:

As an independent contractor outside the construction industry with fewer than four employees choosing not to secure worker's compensation coverage under the Florida Workers' Compensation Act, the Licensee may chose to post clear written notice in a conspicuous location accessible to all employees telling employees and others of their lack of entitlement to work's compensation benefits.

LIQUOR LIABILITY (While on County owned Property)

Coverage must be afforded when a licensee, vendor, concessionaire, independent contractor, or subcontractor is engaged in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages while on County property. Coverage must be afforded for Bodily Injury and Property Damage of not less than $1,000,000 Combined Single Limit each occurrence.

OTHER INSURANCE PROVISIONS

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

I **Commercial General Liability Coverages**

a. **The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects**: Liability arising out of activities performed by or on behalf of the Licensee and premises owned, leased or used by the Licensee.

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

II **Workers' Compensation and Employers' Liability Coverages**

The insurer shall agree to waive all rights of subrogation against the County, its officials, employees and volunteers for losses arising from work performed by the Licensee for the County.

III **All Coverages**

The Licensee shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under a claims made form the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.

SUBCONTRACTORS, VENDORS, CONCESSIONAIRES

Licensee shall include all subcontractors as insureds under its policies. All coverages for subcontractors, vendors, concessionaires and independent contractors shall be subject to all of the requirements stated herein.

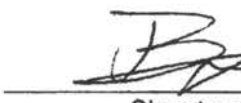
Certificate Holder: Alachua County Board of County Commissioners
c/o Risk Management
P.O. Box 1467
Gainesville, Florida 32602

Affidavit

Licensees not meeting the definitions of "Employment" under Florida's Workers' Compensation Statute 440.02 (b) 2

I hereby certify that as an employer outside the construction industry with fewer than four (4) employees, I understand and acknowledge that by choosing not to purchase Worker's Compensation and Employers Liability Insurance as permitted by Florida Statute 440.04, Waiver of Exemption, I assume liability under Common Law Tort Liability for injuries sustained by my employees while working within the scope of their employment.

I also agree, to the maximum extent permitted by Florida Law, I shall indemnify, save and hold harmless Alachua County and all of its agents and employees of and from all claims, demands, actions or causes of action of whatsoever nature or character, to include workers compensation action over claims arising out of, or by reason of, the use of the County Fairgrounds. I further agree to defend, at my sole cost and expense, any action or proceeding commenced for the purpose of asserting any claim or whatsoever arising hereunder. The terms and provision of this paragraph shall survive the termination of this Agreement subject to applicable statutes of limitations.



Signature of Licensee

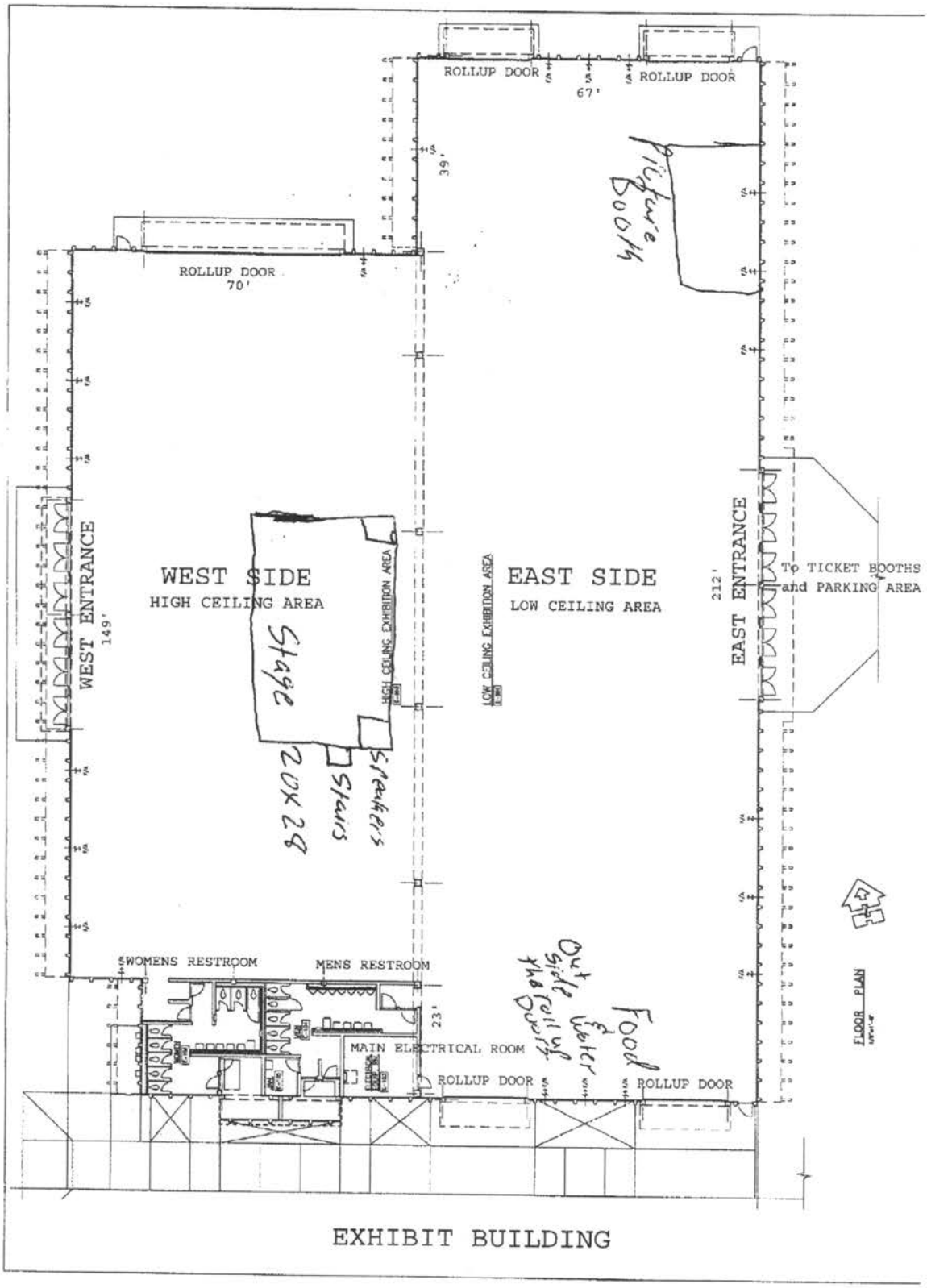


EXHIBIT BUILDING

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/23/2011

PRODUCER (800)736-4327 FAX (800)328-0522
Willis of Minnesota, Inc.
12231 Emmet St.,Ste.#5
Omaha, NE 68164
Terri Simmerman

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Phi Beta Sigma Fraternity, Inc.
145 Kennedy Street, NW
Washington, DC 20011

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Admiral Insurance Company	24856
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	CA00000258008	12/31/2010	12/31/2011	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 250,000 $ Excluded $ 1,000,000 $ 2,000,000 $ 1,000,000
A		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	CA00000258008	12/31/2010	12/31/2011	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				[ ] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The certificate holder has been named as an additional insured as respects to the above listed policy. This is for the Zeta Kappa Chapter's Blue White Weekend to be held on July 15th and 16th of 2011 only.

CERTIFICATE HOLDER

Alachua County Board of County Commissioners, its officials, employees and volunteers
PO Box 1467
Gainsville, FL 32602

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Edward (Ned) Kirklin/MELISS

©ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTI License Agreement for Phi Beta Sigma use of Alachua County Fairgrounds.

DEPARTMENT:	**RETURN TO**	**CONTACT:** Markisha Boykin
CMO	Richard Drummond	**PHONE** 352-264-6916

DOCUMENT(S) REQUIRING ACTION:	License Agreement for Use of Alachua County Fairgrounds	**AMOUNT: $2700** Sales tax=$106.85 $1000.00 Deposit; $1700.00 Rentals

EXECUTIVE SUMMARY: Phi Beta Sigma, is a non-profit organization requesting use of the exhibition building, pole barn and parking lot for a social, party and barbeque to be held on July 15-16, 2011 at the Alachua County Fairgrounds.

BACKGROUND: The County Commission has approved the use of the Fairgrounds Facilities by user groups. User groups requesting use of the fairgrounds facilities will complete the Application for Use of Alachua County Fairgrounds, negotiate any special arrangements needed, and execute the County's standard license agreement that has been amended to suit the operational requirements of the Fairgrounds Facilities.

ISSUES: All user groups are responsible for their own pre-event setup and breakdown. The user group must return the Fairgrounds and facilities to the County under the same or better condition than received. User group shall pay a clean-up, damage, key and utility deposit at $1,000 at the time the facility is turned over to the user group. The deposit will be refunded within thirty days following the event if user has complied with all terms of the License Agreement.

ACTION

Recommendation: Approve Phi Beta Sigma Fraternity's use of the Alachua County Fairgrounds exhibition building, pole barn, grounds and parking lot for a social, party and barbeque to be held on July 15-16, 2011. Execution of License Agreement by County Manager.

BUDGETARY IMPACT

Recommendation: Approve License Agreement for Phi Beta Sigma Fraternity – Zeta Kappa Chapter for use of Alachua County Fairgrounds.

Funding Sources: **Fairgrounds Management Fund 128**

Associated Costs None.

Account Code: 128-4505-362-20-00 License Fee
128-0000-208-20-10 sales tax
128-0000-220-80-00 Deposit

ATTACHMENTS: License Agreement for Use of Alachua County Fairgrounds.

SUGGESTED REFERENCE MATERIAL:

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
6/29/11					7/13/11

September 27, 2011 Regular BoCC Meeting
Agenda Item #38

Title
Renewal of Subscription Agreement with eCivis Inc for Grant Navigator research tool (Amended)

Amount
$52,390.00

Description
Request approval of the fifth amendment with eCivis, Inc for Grant Research Enterprise License.

Recommendation
Approve the 5th Amendment with eCivis, Inc. for Grant Research Enterprise License and authorize signature by the Chair.

Alternative(s)
Do not accept and provide direction. If not approved, the County would no longer be able to access eCivis Grant Research tool.

Requested By
John Johnson 338-7392

Originating Department
Office of Management and Budget

Attachment(s) Description
Fifth Amendment to Subscription Agreement between eCivis, Inc. and Alachua County for access to Grant Research tool.

Documents Requiring Action
Fifth Amendment to Subscription Agreement between eCivis, Inc. and Alachua County for access to Grants Research tool.

Executive Summary
This Amendment to the Subscription Agreement continues services for the upcoming Fiscal Year. This is the 5th Amendment to the Agreement with eCivis, Inc. that provides access to their grant research tool for the County, other public agencies and municipalities in the County, and not for profit organizations. This is the second year of a three year pricing agreement that provides a 13% discount and no price increases.

Background
In August 2003, the County entered into an agreement with eCivis, Inc. to provide access to their grant research tool for the County, Constitutional Offices, municipalities and not for profit organizations in the County. In 2010, eCivis expanded the license (at no additional cost) to include the School Board of Alachua County. The eCivis tool indexes Federal, State of Florida and Foundation grants and includes links to application documents, contact information and information relative to the grant application. Since its inception, based on a self reporting model, more than $14 million dollars in grant funds have been awarded using the program. Additional time has been saved because the program contains, in an easy to use interface, all the information, documents and contact information for a grant opportunity that might have been located through other sources. The contract includes access for public agencies and municipalities in the County as well as access for all not for profit organizations The contract includes access for public agencies and municipalities in the County as well as access for all not for profit organizations operating in and for the benefit of the Citizens of Alachua County. Currently there are ovwer 100 public and private agencies using the tool

Issues
Whether to continue use of eCivis at the current Subscription level. Canceling would incur a penalty of $2,757.00.

Fiscal Recommendation
Budgeted for FY 2012

Fiscal Alternative(s)
Designate alternate funding source.

Funding Sources
Special Expense

Account Code(s)
001-0490-519.31-93

Attachment: eCivis 5th Amend Final.pdf

AMENDMENT TO AGREEMENT
BETWEEN ALACHUA COUNTY AND
FOR eCIVIS GRANTS NAVIGATOR SUBSCRIPTION

THIS FIFTH AMENDMENT TO AGREEMENT, made and entered into this 27 day of September 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 eCivis, Inc, hereinafter referred to as "(eCivis)":

WITNESSETH:

WHEREAS, the parties hereto previously entered into an agreement dated August 23, 2003, a first amendment dated October 27, 2004, a Second Amendment dated August 23, 2005, a Third Amendment dated September 21, 2007 and a Fourth Amendment dated September 28, 2010 for a GN Research Enterprise and GN Research Enterprise CBO license to eCivis Grants Navigator for federal, State of Florida and foundation grants; and,

WHEREAS, the parties wish to amend the agreement.

NOW, THEREFORE, the parties hereby agree to amend the Agreement as follows:

A. **Subscription Agreement and Payment Terms** is amended in its entirety to read as follows:

Subscription Period(s) and Payment Terms

The term of this agreement shall be effective from October 1, 2011 through September 30, 2012 with options to renew the agreement contract under the same terms and conditions for one (1) additional (1) year term by mutual agreement of the parties. If the County does not renew the agreement for additional one-year terms, the County agrees to reimburse eCivis the discount incentive amount of $2,757 for each then completed cycle at the time of non-renewal of the agreement. Payment shall be in accordance to Florida Statute 218 Part VII.

Cycle 1: 10/1/2010 through 9/30/2011 for a price of $52,390.00
Cycle 2: 10/1/2011 through 9/30/2012 for a price of $52,390.00
Cycle 3: 10/1/2012 through 9/30/2013 for a price of $52,390.00

B. This Fifth Amendment shall take effect upon expiration of the agreement currently in effect.

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the original agreement between the parties, dated August 23, 2003 as amended, shall be and remain in full force and effect.

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

ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair
Board of County Commissioners
Date: 9/28/11

ATTEST:

_____
J. K. Irby, Clerk
(SEAL)

APPROVED AS TO FORM

_____
Alachua County Attorney's Office

eCIVIS, INC

ATTEST (By Corporate Officer)

By: _____
Print: _____
Title: _____

By: _____
Print: James Ha
Title: President
Date: 9/12/11

September 27, 2011 Regular BoCC Meeting
Agenda Item #39

Title
2012 Proposed Calendar for upcoming Board of County Commission Meetings (Amended)

Amount
N/A

Description
Request Approval of the proposed Commission Regularly Scheduled Meeting Calendar for 2012.

Recommendation
Approve the Board of County Commission Regularly Scheduled Meeting Calendar for 2012.

Alternative(s)
Do not approve and direct staff to make revisions

Requested By
Darlene T. Ryon

Originating Department
County Manager Office

Attachment(s) Description
Proposed 2012 Calendar

Documents Requiring Action
None

Executive Summary
The attached calendar is created in accordance with the Alachua County Board of Commissioners Rules and Procedures with Regular meetings scheduled every 2nd and 4th Tuesday of each month beginning at 9:00 AM. Florida Government in the Sunshine Law, Section 286.011, F.S. requires that all meetings of the Alachua County Commission be open to the public. The calendar establishes the dates and deadlines of the meetings. The information on the calendar is used to publish the Commissioner's Regular Meetings List. Each year the Agenda Coordinator creates and publishes the calendar, Section 1, Rule # 4 to accommodate a holiday schedule or special circumstances.

Background
This is a routine occurrence that is completed at the end of each calendar year. The calendar provides information with regards to regular commission meetings, deadlines and holidays. The calendar is standard and created in accordance with Board Rules and Procedures. Therefore it does not require approval, but acceptance as to the dates.

Issues
Are there any dates that the Board would recommend switching or canceling; if so which ones? Should the Board declare the weeks beginning July 23 and July 30, 2012 as "No Meetings Week"? This would necessitate the non-scheduling of the 2nd meeting in July 2012, which would normally be July 24, 2012.

Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachment: 2012 Word Calendar update.pdf

~ January 2012 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10 BoCC Regular Meeting No Evening Portion Due to MLK Events	11 Eagenda deadline for Jan 24 Mtg.	12	13	14
15	16 CLOSED Martin Luther King Day	17	18	19	20	21
22	23	24 BoCC Regular Meeting	25 Eagenda deadline for Feb 14 Mtg.	26	27	28
29	30	31	Notes:			

2012 Calendar created using WinCalendar. Free download at WinCalendar.com

Sun	Mon	Tue	~ February 2012 ~ Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14 BoCC Regular Meeting	15 Eagenda deadline for Feb 28 Mtg.	16	17	18
19	20	21	22	23	24	25
26	27	28 BoCC Regular Meeting	29 Eagenda deadline for March 13 Mtg.	Notes:		

2012 Calendar created using WinCalendar. Free download at WinCalendar.com

Sun	Mon	Tue	~ March 2012 ~ Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13 BoCC Regular Meeting	14 Eagenda deadline for March 27 Mtg.	15	16	17
18	19	20	21	22	23	24
25	26	27 BoCC Regular Meeting	28 Eagenda deadline for April 10 Mtg.	29	30	31

2012 Calendar created using WinCalendar. Free download at WinCalendar.com

Sun	Mon	Tue	~ April 2012 ~ Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10 BoCC Regular Meeting	11 Eagenda deadline for April 24 Mtg.	12	13	14
15	16	17	18	19	20	21
22	23	24 BoCC Regular Meeting	25 Eagenda deadline for May 8 Mtg.	26	27	28
29	30	Notes:				

2012 Calendar created using WinCalendar. Free download at WinCalendar.com

~ May 2012 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8 BoCC Regular Meeting	9 Eagenda deadline for May 22 Mtg.	10	11	12
13	14	15	16	17	18	19
20	21	22 BoCC Regular Meeting	23 Eagenda deadline for June 12 Mtg.	24	25	26
27	28 CLOSED Memorial Day	29	30	31	Notes:	

2012 Calendar created using WinCalendar. Free download at WinCalendar.com

~ June 2012 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12 BoCC Regular Meeting	13 Eagenda deadline for June 26 Mtg.	14	15	16
17	18	19	20	21	22	23
24	25	26 BoCC Regular Meeting	27 Eagenda deadline for July 10 Mtg.	28	29	30

2012 Calendar created using WinCalendar. Free download at WinCalendar.com

Sun	Mon	Tue	~ July 2012 ~ Wed	Thu	Fri	Sat
1	2	3	4 CLOSED Independence Day	5	6	7
8	9	10 **BoCC Regular Meeting**	11	12	13	14
15	16	17	18	19	20	21
22	23 BoCC 2 Week Holiday Begins	24 **NO Meeting Due to BoCC Holiday**	25 **Eagenda deadline for Aug 14 Mtg.**	26	27	28
29	30	31	**Notes:**			

2012 Calendar created using WinCalendar. Free download at WinCalendar.com

Sun	Mon	Tue	~ August 2012 ~ Wed	Thu	Fri	Sat
			1	2	3 End of BOCC 2 Week Holiday	4
5	6	7	8	9	10	11
12	13	14 BoCC Regular Meeting No Evening Portion	15 Eagenda deadline for Aug 28 Mtg.	16	17	18
19	20	21	22	23	24	25
26	27	28 BoCC Regular Meeting	29 Eagenda deadline for Sept 11 Mtg.	30	31	Notes: No evening portion on the 14 due to Elections

2012 Calendar created using WinCalendar. Free download at WinCalendar.com

Sun	Mon	Tue	~ September 2012 ~ Wed	Thu	Fri	Sat
						1
2	3 CLOSED Labor Day	4	5	6	7	8
9	10	11 BoCC Regular Meeting	12 Eagenda deadline for Sept 25 Mtg.	13	14	15
16	17	18	19	20	21	22
23	24	25 BoCC Regular Meeting	26 Eagenda deadline for Oct 9 Mtg.	27	28	29
30	Notes:					

2012 Calendar created using WinCalendar. Free download at WinCalendar.com

Sun	Mon	Tue	~ October 2012 ~ Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9 BoCC Regular Meeting	10 Eagenda deadline for Oct 23 Mtg.	11	12	13
14	15	16	17	18	19	20
21	22	23 BoCC Regular Meeting	24 Eagenda deadline for Nov 13 Mtg.	25	26	27
28	29	30	31	Notes:		

2012 Calendar created using WinCalendar. Free download at WinCalendar.com

Sun	Mon	Tue	~ November 2012 ~ Wed	Thu	Fri	Sat
				1	2	3
4	5	6 Elections	7	8	9	10
11 Veteran's Day	12 CLOSED	13 **BoCC Regular Meeting**	14 **Eagenda deadline for Nov 27 Mtg.**	15	16	17
18	19	20	21	22 CLOSED Thanksgiving Holiday	23 CLOSED Thanksgiving Holiday	24
25	26	27 **BoCC Regular Meeting**	28 **Eagenda deadline for Dec 11 Mtg.**	29	30	**Notes:**

2012 Calendar created using WinCalendar. Free download at WinCalendar.com

~ December 2012 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11 BoCC Regular Meeting	12	13	14	15
16	17	18	19	20	21	22
23	24 CLOSED Christmas Holiday	25 NO Meeting Due to Christmas	26 Eagenda deadline for Jan 10 Mtg.	27	28	29
30	31	Notes:				

2012 Calendar created using WinCalendar. Free download at WinCalendar.com

September 27, 2011 Regular BoCC Meeting
Agenda Item #40

Title
CH2M Hill: Third Amendment to the Continuing Services Agreement with CH2M Hill for Annual Engineering and Architectural Services (Amended)

Amount
Task Based

Description
Request Approval of the Third Amendment to the Continuing Services Agreement between Alachua County Board of County Commissioners and CH2M Hill for Annual Engineering and Architectural Services for the period of October 1, 2011 through December 31, 2011.

Recommendation
Approve the Third Amendment to the Continuing Services Agreement between Alachua County Board of County Commissioners and CH2M Hill for Annual Engineering and Architectural Services for the period of October 1, 2011 through December 31, 2011.

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 Continuing Services Agreement between Alachua County Board of County Commissioners and CH2M Hill for Annual Engineering & Architectural Services (2 originals)

Documents Requiring Action
Third Amendment to the Continuing Services Agreement between Alachua County Board of County Commissioners and CH2M Hill for Annual Engineering & Architectural Services for the period of October 1, 2011 through December 31, 2011.

Executive Summary
The current agreement expires on September 30, 2011 with the option to renew for one (1) additional one-year period. This request is to extend the agreement for the period of October 1, 2011 through December 31, 2011 to allow County sufficient time for the RFP process.

Background
On September 23, 2008, the Board of County Commissioners approved the original Continuing Services Agreement for projects with estimated construction costs not to exceed $1,000,000 and professional fees not to exceed $50,000. The First Amendment was approved by the Board on September 22, 2009; the Second Amendment was approved on August 10, 2010.

Issues

A/E Services are required by a licensed firm and without an agreement the County will not be able to produce design documents for bidding and construction work.Disapproving of this third amendment to the agreement will result in the County not having the ability to provide adequate architectural and engineering services.

Fiscal Recommendation
Approve the Third Amendment to the Continuing Services Agreement between Alachua County Board of County Commissioners and CH2M Hill for Annual Engineering & Architectural Services for the period of October 1, 2011 through December 31, 2011.

Fiscal Alternative(s)
N/A

Funding Sources
Capital Improvement Program FY 2012

Account Code(s)
Per Task Assignment

Attachment: CH2MHILL Continuing AE 3rd Amend Final.pdf

THIRD AMENDMENT TO THE CONTINUING SERVICES CONTRACT BETWEEN ALACHUA COUNTY AND CH2M HILL FOR ANNUAL ENGINEERING & ARCHITECTURAL SERVICES

This Third Amendment to the Agreement is entered into this 27 day of September, 2011 between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and CH2M Hill, Inc. doing business at 3011 SW Williston Road, Gainesville, FL, hereinafter referred to as "Professional".

WITNESSETH

WHEREAS, the parties previously entered into an agreement dated September 23, 2008, First Amendment dated September 22, 2009, Second Amendment dated August 10, 2010 for the provision of Architectural& Engineering Services; and

WHEREAS, the current agreement expires on September 30, 2011 and need to be extended for 90 days to allow County sufficient time to process new RFP's.

WHEREAS, the parties hereby agree to amend the original agreement, dated September 23, 2008, as follows:

A. Section #1. Term - This Third Amendment to the Agreement is effective beginning October 1, 2011 and expiring on December 31, 2011 unless otherwise terminated as provide herein. Expiration of the term of this Contract shall have no effect upon Work Orders issued pursuant to this Contract and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion.

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. This Third Amendment shall take effect upon expiration of the original agreement.

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the original agreement, dated September 23, 2008, as amended, between the parties, shall be and remain in full force and effect.

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

ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair
Board of County Commissioners

Date: 9/22/11

ATTEST:

_____
J. K. Irby, Clerk

(SEAL)

APPROVED AS TO FORM

_____
Alachua County Attorney's Office

Date: _____

ATTEST

By: _____
Print: Kelly S. Hazelliet
Title: Program Coordinator

CH2M HILL, INC.

By: _____
Print: William J. McElroy
Title: Vice President

Date: 08/11/2011

September 27, 2011 Regular BoCC Meeting
Agenda Item #41

Title
Oelrich Construction: Second Amendment to renew the Contract with Oelrich 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 Oelrich 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 Oelrich 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 Contract with Oelrich Construction, Inc. (2 originals)

Documents Requiring Action
Second Amendment to renew the Contract with Oelrich 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 Contract with Oelrich Construction, Inc. to provide Construction and Repair & Maintenance Services for Alachua County through a Job Order Contracting system.

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. On August 10, 2010, the Board approved the First Amendment to cover the period of October 1, 2010 through September 30, 2011. This Second Amendment will cover the period of October 1, 2011 through September 30, 2012 with the option to renew up to three consecutive one year periods. Job Order Contracting provides 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: Oelrich 2nd Amed JOC Final.pdf

SECOND AMENDMENT TO AGREEMENT
BETWEEN ALACHUA COUNTY AND
OELRICH CONSTRUCTION, INC. FOR JOB ORDER CONSTRUCTION

THIS SECOND AMENDMENT TO AGREEMENT, made and entered into this 27 day of September 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 Oelrich 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 A[illegible], 2010, as follows:

SECTION: TERM OF [illegible] its entirety to read:

#41

A. This second a[illegible] is effective beginning October 1, 2011 and continuing through [illegible] ntract may be renewed, at the County's sole option, for up to th[illegible] ginning immediately after expiration of the prior term at the san[illegible] ications 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: ERIC DRUMMOND
Title: VICE PRESIDENT

OELRICH CONSTRUCTION, INC.

By: _____
Print: JUAN A. OELRICH
Title: President

September 27, 2011 Regular BoCC Meeting
Agenda Item #42

Title
McGurn Investment Company, Inc. Lease Agreement for the Alachua County Environmental Protection Department (EPD). (Amended)

Amount
$14,514.65 monthly

Description
Request Approval of the First Amendment to the Lease Agreement between Alachua County Board of County Commissioners and McGurn Investment Company, Inc. for the Alachua County Environmental Protection Department (EPD).

Recommendation
Approve the First Amendment to the Lease Agreement with McGurn Investment Company, Inc. for the Environmental Protection Department on a month to month basis not to exceed ninety (90) days.

Alternative(s)
Do not approve and provide staff with direction

Requested By
Charlie R. Jackson

Originating Department
Administrative Services/Facilities Management

Attachment(s) Description
First Amendment to the Lease Agreement between Alachua County and McGurn Investment Company, Inc. (2 originals)

Documents Requiring Action
First Amendment to the Lease Agreement between Alachua County and McGurn Investment Company, Inc. for lease space for the Environmental Protection Department (EPD).

Executive Summary
This First Amendment to the Lease Agreement will be in effect October 1, 2011 on a month to month basis, not to exceed ninety (90) days.

Background
On September 28, 2010, the Board of County Commissioners approved the Lease Agreement for office space located at 201 SE 2nd Avenue for EPD Offices. On June 28, 2011, the Board approved of a Lease Agreement with Holbrook to house the Environmental Protection Department (EPD). On August 9, 2011, the Board approved the first amendment adding language to the lease agreement involving testing for indoor air quality, maintenance and cleaning products.

Issues
The Environmental Protection Department (EPD) staff requires space to perform their duties and responsibilities. Denial of this request would create a space needs problem for the County during the renovation of the Seagle Building Annex space. McGurn has agreed to extend the agreement on a month to month basis and if McGurn elects to terminate the agreement after 30 days, the

County must determine where and how EPD will do business until occupying the Seagle Building.

Fiscal Recommendation
Approve the First Amendment to the Lease Agreement between Alachua County and McGurn Investment Company, Inc.

Fiscal Alternative(s)
Do not approve and provide staff with direction

Funding Sources
General Fund, MSTU, Solid Waste Assessment Fund and 4 Special Revenue Funds: 001-5500, 001-5511, 001-5521, 001-5560, 008-5521, 087-5511, 400-5560, 125-5551, 178-5531, 201-5551, 401-5531, 401-5541

Account Code(s)
xxx-55xx-537.44-10

Attachment: McGurn EPD Lease 1st Amend Final.pdf

FIRST AMENDMENT TO LEASE AGREEMENT BETWEEN
ALACHUA COUNTY AND MCGURN INVESTMENT COMPANY

THIS FIRST AMENDMENT TO AGREEMENT, made and entered into this 27 day of September, A.D., 2011, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "Tenant", and McGurn Investment Company, hereinafter referred to as "Landlord":

W I T N E S S E T H:

WHEREAS, the parties hereto previously entered into a Lease Agreement dated September 28, 2010; and,

WHEREAS, the parties wish to enter into a first amendment to lease office space at 201 SE 2nd Avenue , Gainesville, Alachua County, Florida; and,

NOW, THEREFORE, the parties hereby agree to amend the Lease as follows:

A. Section 2. Term, is amended to add the following:

The term of this lease shall begin October 1, 2011 on a month to month basis and shall not exceed Ninety (90) days.

B. Section 4. Rent, is amended to add the following:

Beginning October 1, 2011, Tenant agrees to pay the Landlord monthly rental payments of Fourteen Thousand Five Hundred Fourteen Dollars and Sixty Five Cents ($14,514.65). All rental payment shall be due on the first of each month.

C. Section 27. Default and Termination, is amended to add the following:

The Landlord may terminate the lease upon issuing a thirty (30) days' notice, written and delivered by certified mail, return receipt requested, or in person with signed proof of delivery.

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.

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the original Lease Agreement, dated September 28, 2010, shall be and remain in full force and effect.

REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK

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

ALACHUA COUNTY, FLORIDA

BY: _____
Lee Pinkoson, Chair
Board of County Commissioners

Date: 9/28/11

ATTEST:

_____
J.K. Irby, Clerk

(SEAL)

APPROVED AS TO FORM:
_____
Alachua County Attorney's Office

Date: Sept 12, 2011

Witness or Attest

By: _____
Ken McGurn

Print Name

MCGURN INVESTMENT COMPANY

Title: President

Date: 8/2/11

September 27, 2011 Regular BoCC Meeting
Agenda Item #43

Title
Contract with CPH Engineers, Inc. for Annual Engineering and Architectural Services (Amended)

Amount
Task Based

Description
Request Approval of the Third Amendment to the Continuing Services Contract between Alachua County Board of County Commissioners and CPH Engineers, Inc. for Annual Engineering and Architectural Services for the period of October 1, 2011 through December 31, 2011.

Recommendation
Approve the Third Amendment to the Continuing Services Contract between Alachua County Board of County Commissioners and CPH Engineers, Inc. for Annual Engineering and Architectural Services for the period of October 1, 2011 through December 31, 2011.

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 Continuing Services Contract between Alachua County Board of County Commissioners and CPH Engineers, Inc. for Annual Engineering & Architectural Services (2 originals)

Documents Requiring Action
Third Amendment to the Continuing Services Contract between Alachua County Board of County Commissioners and CPH Engineers, Inc. for Annual Engineering & Architectural Services for the period of October 1, 2011 through December 31, 2011.

Executive Summary
The current agreement expires on September 30, 2011 with the option to renew for one (1) additional one-year period. This request is to extend the agreement for the period of October 1, 2011 through December 31, 2011 to allow County sufficient time for the RFP process.

Background
On September 23, 2008, the Board of County Commissioners approved the original Continuing Services Agreement for projects with estimated construction costs not to exceed $1,000,000 and professional fees not to exceed $50,000; First Amendment was approved by the Board of County Commissioners on September 22, 2009; the Second Amendment was approved on August 24, 2010.

Issues

A/E Services are required by a licensed firm and without an agreement the County will not be able to produce design documents for bidding and construction work.Disapproving of this third amendment to the agreement will result in the County not having the ability to provide adequate architectural and engineering services.

Fiscal Recommendation
Approve the Third Amendment to the Continuing Services Contract between Alachua County Board of County Commissioners and CPH Engineers, Inc. for Annual Engineering & Architectural Services for the period of October 1, 2011 through December 31, 2011.

Fiscal Alternative(s)
N/A

Funding Sources
Capital Improvement Program FY 2012

Account Code(s)
Per Task Assignment

Attachment: CPH Contining AE Srvc Final.pdf

THIRD AMENDMENT TO THE CONTINUING SERVICES CONTRACT BETWEEN ALACHUA COUNTY AND CPH ENGINEERS, INC. FOR ANNUAL ENGINEERING & ARCHITECTURAL SERVICES

This Third Amendment to the agreement is entered into this 27 day of September, 2011, between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and CPH Engineers, Inc. doing business at 500 West Fulton Street, Sanford, FL, hereinafter referred to as "Professional".

WITNESSETH

WHEREAS, the parties previously entered into an agreement dated September 23, 2008, First Amendment, dated September 22, 2009; Second Amendment, dated August 24, 2010 for the provision of Architectural& Engineering Services; and

WHEREAS, the current agreement expires on September 30, 2011 and need to be extended for 90 days to allow County sufficient time to process new RFP's.

WHEREAS, the parties hereby agree to amend the original agreement, dated September 23, 2008, as follows:

A. Section #1. Term - This third amendment to the agreement is effective beginning October 1, 2011 and expiring on December 31, 2011 unless otherwise terminated as provided herein. Expiration of the term of this Contract shall have no effect upon Work Orders issued pursuant to this Contract and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion.

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. This Third Amendment shall take effect upon expiration of the original agreement.

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the original agreement, dated September 23, 2008, as amended, between the parties, shall be and remain in full force and effect.

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

ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair
Board of County Commissioners

Date: 9/23/11

ATTEST:

_____
J. K. Irby, Clerk

(SEAL)

APPROVED AS TO FORM

_____
Alachua County Attorney's Office

Date: _____

ATTEST

By: _____

Print: Linda M. Gardner

Title: Sec/Treasurer

CPH ENGINEERS, INC.

By: _____

Print: David A. Gierach

Title: President

Date: August 31, 2011

September 27, 2011 Regular BoCC Meeting
Agenda Item #44

Title
Johnson Controls: Agreement Johnson Controls, Inc. for the Annual Maintenance of the HVAC System at the Alachua County Criminal Courthouse and the Sheriff's Office. (Amended)

Amount
$70,099.00

Description
Request Approval of the Fourth Amendment to the Agreement between Alachua County Board of County Commissioners and Johnson Controls, Inc. for the Annual Maintenance of the HVAC System at the Alachua County Criminal Courthouse and the Sheriff's Office..

Recommendation
Approve the Fourth Amendment to the Agreement between Alachua County Board of County Commissioners and Johnson Controls, Inc. for the Annual Maintenance of the HVAC System at the Alachua County Criminal Courthouse and the Sheriff's Office.

Alternative(s)
Do not approve 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 Johnson Controls, Inc. (2 originals) Attachment A-Scope of Work

Documents Requiring Action
Fourth Amendment to the Agreement between Alachua County Board of County Commissioners and Johnson Controls, Inc. for the Annual Maintenance of the HVAC System at the Alachua County Criminal Courthouse and the Sheriff's Office for the period of October 1, 2011 through September 30, 2012.

Executive Summary
This Fourth Amendment is to maintain the HVAC equipment in the Criminal Courthouse and the Sheriff's Office for the period of October 1, 2011 through September 30, 2012. Cost of maintenance has been reduced due to removal of boiler. In-house staff will perform maintenance on equipment; boiler to be maintained by specific company and HVAC to be maintained by Johnson Controls, Inc. This is a reduction of 5% over the previous fiscal year.

Background
Construction of the Criminal Courthouse was completed in 2003. A York Chiller Plant was installed at the time of construction. Basic coverage of equipment at the Sheriff's Office is needed.

Issues
Denying this request will result in the County not having a maintenance contractor to perform maintenance, checks and services on the HVAC System at the Criminal Courthouse and the Sheriff's Office.

Fiscal Recommendation
Funds in the amount of $70,099.00 exist in FY 2012

Fiscal Alternative(s)
None

Funding Sources
Administrative Services/Facilities Management General Fund

Account Code(s)
001-1812-712.46-30 and 001-1812-519.46-30

Attachment: Johnson Controls HVAC Maint Final.pdf

FOURTH AMENDMENT TO AGREEMENT BETWEEN ALACHUA COUNTY AND JOHNSON CONTROLS, INC. FOR ANNUAL MAINTENANCE OF THE HVAC AT THE CRIMINAL COURTHOUSE AND SHERIFF'S OFFICE

THIS FOURTH AMENDMENT TO AGREEMENT, made and entered into this 29th 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 Johnson Controls, 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 May 14, 2008, for the provision of Annual Maintenance for the HVAC at the Criminal Courthouse; First Amendment dated October 1, 2009; Second Amendment dated August 2, 2010; Third Amendment dated May 10, 2011; and,

WHEREAS, the parties wish to amend the agreement.

NOW, THEREFORE, the parties hereby agree to amend the original agreement dated May 14, 2008 as follows:

A. Section#2 **Term** is amended to add the following:

> Section **Term.** This Fourth Amendment is effective October 1, 2011 and continuing through September 30, 2012 unless earlier terminated as provided in the original agreement.

B. Section#5 **Method of Payment** is amended to add the following:

> Section **Method of Payment**. The contractor will be paid for services at the Sheriff's Office: $9,012 annually. This amount will be paid in quarterly installments and for the Alachua County Criminal Courthouse: $61,087 annually. This amount will be paid in monthly installments.
>
> 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 fourth amendment shall take effect upon expiration of the original agreement.

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the original agreement, dated May 14, 2008, as amended, between the parties, shall be and remain in full force and effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

Date: 9/28/11

ATTEST:

_____
J.K. Irby, Clerk

(SEAL)

APPROVED AS TO FORM:

_____
Alachua County Attorney's Office

Date: _____

JOHNSON CONTROLS, INC.

_____
Name

_____
Title

Stephen P. Telo
Print Name

(Attest (Corporate Officer))

_____
Name

_____
Title

Stephen P. Telo
Print Name

Mydra Meyer

MYDRA MEYER
Notary Public - State of Florida
My Comm. Expires Mar 3, 2015
Commission # EE 47157

Johnson Controls

YORK Factory Direct Service METASYS

City, State, Zip **Jacksonville FL 322567432**

Schedule A

Equipment List (Selected Equipment to be Serviced)

Covered Equipment At Site: ALACHUA COUNTY COURTHOUSE

Qty	Equipment	Coverage Level	Extended Coverage
1	AHU, Mixed, Const Volume, 10-40HP	Basic	N/A
	AHU, Mixed, Const Volume, 10-40HP		
	Services Provided — **# per year** Operationals — 4 Filter Replacement — 4 Filters, Standard Pleated — 4		
15	AHU, Mixed, Vari Volume, >40HP	Basic	N/A
	AHU, Mixed, Vari Volume, >40HP		
	Services Provided — **# per year** Operationals — 4 Filters, Standard Pleated — 4		
2	Chiller, WC, Centrifugal, <450T/Comp	Premium	24x7
	Chiller, WC, Centrifugal, <450T/Comp		
	Services Provided — **# per year** Operationals — 3 Comprehensives — 1 Vibration Analysis-Chiller — 1 Gantry Setup — 1 Oil Change (Standard) — 1 Refrigerant Sample — 1 Chiller Tube Brushing — 1		
	Contractor - Water Treatment	Basic	N/A
2	Cooling Tower, with Strainer >250T	Basic	N/A

Customer Initials _____

Johnson Controls

Johnson Controls

YORK *Factory Direct Service* METASYS

Qty	Equipment	Coverage Level	Extended Coverage
	Cooling Tower, with Strainer >250T		
	Services Provided — **# per year** Operationals — 3 Comprehensives — 1 Vibration Analysis-Fan — 1 Tower/Basin Cleaning (Large) — 1		
1	Heater, Gas Infrared-All	Basic	N/A
	Heater, Gas Infrared-All		
	Services Provided — **# per year** Comprehensives — 1		
9	MAU, Variable, Vol, 10-40HP	Basic	N/A
	MAU, Variable, Vol, 10-40HP		
	Services Provided — **# per year** Operationals — 4		
	Pump - Condenser, 10 - 40HP	Basic	N/A
	Services Provided — **# per year** Operationals — 3 Comprehensives — 1		
4	Pump - Hot Water, 10 - 40HP	Basic	N/A
	Services Provided — **# per year** Operationals — 3 Comprehensives — 1		
30	Variable Drive, VFD, 0-15HP	Basic	N/A
	VFD (0-15HP)		
	Services Provided — **# per year** Operationals — 3 Comprehensives — 1		

Customer Initials _____

Johnson Controls

Johnson Controls

YORK *Factory Direct Service* METASYS

Qty	Equipment	Coverage Level	Extended Coverage

Customer Initials _____

Johnson Controls

Schedule A (continued)

Special Additions and Exceptions

Johnson Controls

YORK Factory Direct Service METASYS

City, State, Zip **Jacksonville FL 322567432**

Schedule A

Equipment List (Selected Equipment to be Serviced)

Covered Equipment At Site: ALACHUA COUNTY SHERIFFS OFFICE

Qty	Equipment	Coverage Level	Extended Coverage
3	AHU, Mixed, Const Volume, <10HP	Basic	N/A

AHU, Mixed, Const Volume, <10HP

Services Provided	# per year
Comprehensives	1
Operationals	3
Evaporator Coil Cleaning	1
Filters, Standard Pleated	4

1	Boiler, Gas, HW 120-750MBH 50-300HP	Basic	N/A

Boiler, Gas, HW 120-750MBH 50-300HP

Services Provided	# per year
Comprehensives	1
Operationals	3
Combustion Analysis	1

1	Chiller, Air Cooled, Screw, 125-200T	Premium	24x7

Chiller, Air Cooled, Screw, 125-200T

Services Provided	# per year
Comprehensives	1
Operationals	3
Chiller Condenser Coil Cleaning	1
Oil Analysis	1

Customer Initials _____

Johnson Controls

Johnson Controls

YORK Factory Direct Service METASYS

Qty	Equipment	Coverage Level	Extended Coverage
3	Pump - Circulating, 10 - 40HP	Basic	N/A

Pump (10-40HP)

Services Provided	# per year
Operationals	3
Comprehensives	1

Qty	Equipment	Coverage Level	Extended Coverage
3	Split System, 0 - 15T	Basic	N/A

Services Provided	# per year
Operationals	3
Comprehensives	1
Filters, Standard Pleated	4
Condenser Coil Cleaning	1

Qty	Equipment	Coverage Level	Extended Coverage
1	Variable Drive, Variable Spd Drive, Mech-Sm	Basic	N/A

Variable Spd Drive (Mech-Sm)

Services Provided	# per year
Operationals	3
Comprehensives	1

Customer Initials _____

Johnson Controls

Schedule A (continued)

Supplemental Price and Payment Terms (Applies to Multi-Year Contracts Only)

	Total Annual Dollar Amount	Payment Frequency
Year2	$9,012.00	Quarterly
Year3	$9,372.52	Quarterly
Year4	$9,747.43	Quarterly
Year5	$10,137.32	Quarterly

Special Additions and Exceptions

Customer Initials _____

September 27, 2011 Regular BoCC Meeting
Agenda Item #45

Title
2011-2012 Annual Blanket Purchase Orders. (Amended)

Amount
Exceeds $50,000.00 per Purchase Order

Description
Request approval of the Finance Report to approve the issuance of 2011-2012 Annual Blanket Purchase Orders.

Recommendation
Approve the Finance Report and issuance of Annual Blanket Purchase Orders and authorize the Purchasing Manager to sign the purchase order(s).

Alternative(s)
That the board reject the Finance Report and the issuance of the Annual Blanket Purchase Orders.

Requested By
Larry M. Sapp

Originating Department
Purchasing

Attachment(s) Description
Finance Report

Documents Requiring Action
Finance Report

Executive Summary
That the Board approve the Finance Report and issuance of Annual Blanket Purchase Orders #120004 to NAPA Auto Parts in the amount of $75,500.00, #120005 to Construction Tire & Maintenance in the amount of $75,000.00, #120006 to Town Tire Commercial, Inc., in the amount of $105,000.00, #120007, to Highland Tractor Co., in the amount of $53,500.00, #120009 to Mauldin International Trucks Inc., in the amount of $63,000.00, #120010 to Nextran Corporation in the amount of $70,000.00, #120011, to Ring Power Corp – JVL in the amount of $110,000.00 for the Public Works Department and authorize the Purchasing Manager to sign the purchase order(s).

Background
Blanket Purchase Orders for miscellaneous services and supplies are issued each fiscal year.

Issues
If these Annual Blanket Purchase Orders are not approved prior to October 1, 2011, it will hinder the requesting Departments Operations.

Fiscal Recommendation
Sufficient funds exist to cover the issuance of Annual Blanket Purchase Orders

Fiscal Alternative(s)
0.00

Funding Sources
Fleet Management, Gas Tax Uses

Account Code(s)
503-1100-590.95-32, 503-1100-590.95-33

Attachment: BlanketFR.pdf

Alachua County
Department of Administrative Services
Purchasing

Larry M. Sapp, CPPB
Purchasing Manager

Christy S. Winters, CPPB
Purchasing Supervisor

September 6, 2011

MEMORANDUM

TO: Alachua County Board of County Commissioners

FROM: Betty Baker, Director, Administrative Services JAC for

Larry M. Sapp, CPPB, Purchasing Manager

SUBJECT: **Finance Report – 2011-2012 Annual Blanket Purchase Orders for Alachua County**

That the Board approve the Finance Report and issuance of Annual Blanket Purchase Orders #120004 to NAPA Auto Parts in the amount of $75,500.00, #120005 to Construction Tire & Maintenance in the amount of $75,000.00, #120006 to Town Tire Commercial, Inc., in the amount of $105,000.00, #120007, to Highland Tractor Co., in the amount of $53,500.00, #120009 to Mauldin International Trucks Inc., in the amount of $63,000.00, #120010 to Nextran Corporation in the amount of $70,000.00, #120011, to Ring Power Corp – JVL in the amount of $110,000.00 for the Public Works Department and authorize the Purchasing Manager to sign the purchase order(s).

Administrative Recommendation:

That the Board approve the issuance of Purchase Orders and authorize the Purchasing Manager to sign the purchase order(s).

APPROVED THIS 27 DAY OF September, 2011

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

BY: _____
Chairperson

ATTEST:

_____
Clerk

LMS:mm

Mandy Mullins

From: Deena Tularam
Sent: Wednesday, September 07, 2011 11:09 AM
To: Mandy Mullins
Subject: FW: out of office memo

Importance: High

From: Erika Capin
Sent: Wednesday, September 07, 2011 11:03 AM
To: Deena Tularam
Subject: FW: out of office memo
Importance: High

Here you are

Erika Capin
Sr. Staff Assistant
Administrative Services
ecapin@alachuacounty.us
352-337-6128

From: Betty Baker (Administrative Services Director)
Sent: Tuesday, September 06, 2011 4:04 PM
To: Erika Capin
Cc: Jacqueline A. Chung; Richelle M. Sucara
Subject: RE: out of office memo
Importance: High

My data service was not working at the hospital I could not receive e-mail.

Please note that I have appointed Jacqueline Chung acting director and she has full signature authority until I return to work on Friday.

Betty M. Baker ICMA-CM
Administrative Services Director
bbaker@alachuacounty.us

From: Erika Capin
Sent: Tuesday, September 06, 2011 11:33 AM
To: Betty Baker (Administrative Services Director)
Subject: out of office memo

Still haven't received the email giving Jackie signature authority in your absence. Maybe you're out of range?

September 27, 2011 Regular BoCC Meeting
Agenda Item #46

Title
State of Florida Health Department Lease Agreement between Alachua County (Amended)

Amount
Split percentage of cost 61 percent Utility Exp.

Description
Request to Approve the Tenth Amendment to the Lease Agreement between Alachua County and State of Florida Department of Health

Recommendation
Approve the Tenth Amendment to the Lease Agreement between Alachua County and State of Florida Department of Health for the period of October 1, 2011 through September 30, 2016.

Alternative(s)
None

Requested By
Charlie R. Jackson

Originating Department
Administrative Services/Facilities Management

Attachment(s) Description
Tenth Amendment to the Lease Agreement between Alachua County and State of Florida Department of Health (1 original)

Documents Requiring Action
Tenth Amendment to the Lease Agreement between Alachua County and State of Florida Department of Health.

Executive Summary
This is to request approval of the Tenth Amendment to the Lease Agreement effective October 1, 2011 and ending September 30, 2016. This amendment is for a period of five years to which all parties agreed to.

Background
On February 27, 2001, the Board of County Commissioners entered into an Agreement with the State of Florida for leased space located at 224 SE 24th Street, Gainesville, Florida. The State of Florida Department of Health occupies 61% of the building. They agree to pay and assume the cost of 61% of the utility expenses and for all janitorial services described in the agreement. A First Amendment to the Agreement was entered into on September 27, 2002; the Second Amendment was entered into on October 2, 2003; the Third Amendment to the Agreement was entered into on February 23, 2005; the Fourth Amendment entered into on September 6, 2005; the Fifth Amendment was entered into on March 4, 2007; the Sixth Amendment was entered into on October 1, 2007; the Seventh Amendment was entered into on October 14, 2008, the Eighth Amendment was approved on September 22, 2009; the Ninth Amendment was approved on August 10, 2010.

Issues
N/A

Fiscal Recommendation
Split percentage 61% of utility cost and all janitorial cost paid by the State of Florida.

Fiscal Alternative(s)
N/A

Funding Sources
General Fund-Administrative Services Utilities Downtown Human Services

Account Code(s)
001-1816-569.43-10

Attachment: Fl DOH ACHD Lease 10th Amend Final.pdf

TENTH AMENDMENT TO THE LEASE AGREEMENT BETWEEN ALACHUA COUNTY AND STATE OF FLORIDA DEPARTMENT OF HEALTH

THIS TENTH AMENDMENT TO THE LEASE AGREEMENT made and entered into this 27 day of September, 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 State of Florida Department of Health, hereinafter referred to as the "Lessee".

WITNESSETH:

WHEREAS, the parties hereto have previously entered into an agreement dated February 27, 2001, for the leased space in specific offices and departments contained in said complex and more specifically listed as follows: Health Clinic, Environmental Health, and Alachua County Health Unit Administration. That portion of Alachua County Community Support Services/Health Department Complex leased under this agreement is more specifically described in Exhibit "A" and is attached hereto, and is located at 224 SE 24th Street, Gainesville, Florida and contains 77,865 square feet of usable space; and

WHEREAS, the parties entered into a First Amendment dated September 27, 2002, a Second Amendment dated October 2, 2003, Third Amendment dated February 23, 2005; Fourth Amendment to Agreement dated September 25, 2006 and Fifth Amendment to Agreement dated March 4, 2007; Sixth Amendment to Agreement dated October 29, 2007; Seventh Amendment to Agreement dated October 14, 2008; Eighth Amendment to Agreement dated September 22, 2009; Ninth Amendment to Agreement dated August 10, 2010 and;

WHEREAS, the parties hereby agree to amend the February 27, 2001, agreement as follows:

A. Section 2 is hereby amended in its entirety to read:

Section 2. The Lessor leases the above described premises to the Lessee for the full and complete term and period beginning October 1, 2011 and ending September 30, 2016, unless earlier terminated as hereinafter provided.

B. Section 2 (a) is hereby amended in its entirety to read as follows:

a. For the leased portion used for the Health Department, the Lessee agrees to pay to the Lessor Sixty One percent (61%) of the total amount billed to Lessor for electric, water, sewer, and garbage expenses for the Alachua County Community Support Services/Health Department Complex. The parties hereto agree that this percentage represents the percentage of space of the Alachua County Community Support Services/Health Department Complex occupied by Lessee and that the percentage distribution represents a fair and equitable allocation of costs attributable to the Lessor and the Lessee for the operating expenses of this facility.

C. Exhibit "A" to the original agreement is hereby replaced by Exhibit "A" of this amendment.

D. This amendment shall take effect upon the expiration of the agreement or amendment currently in effect

SAVE AND EXCEPT as expressly amended herein; all other terms and provisions of the original agreement as amended between the parties, dated February 27, 2001, as amended shall be and remain in force and effect.

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

LESSOR:
ALACHUA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONER

By:_____
Lee Pinkoson, Chair

ATTEST:

J. K. Irby, Clerk
(SEAL)

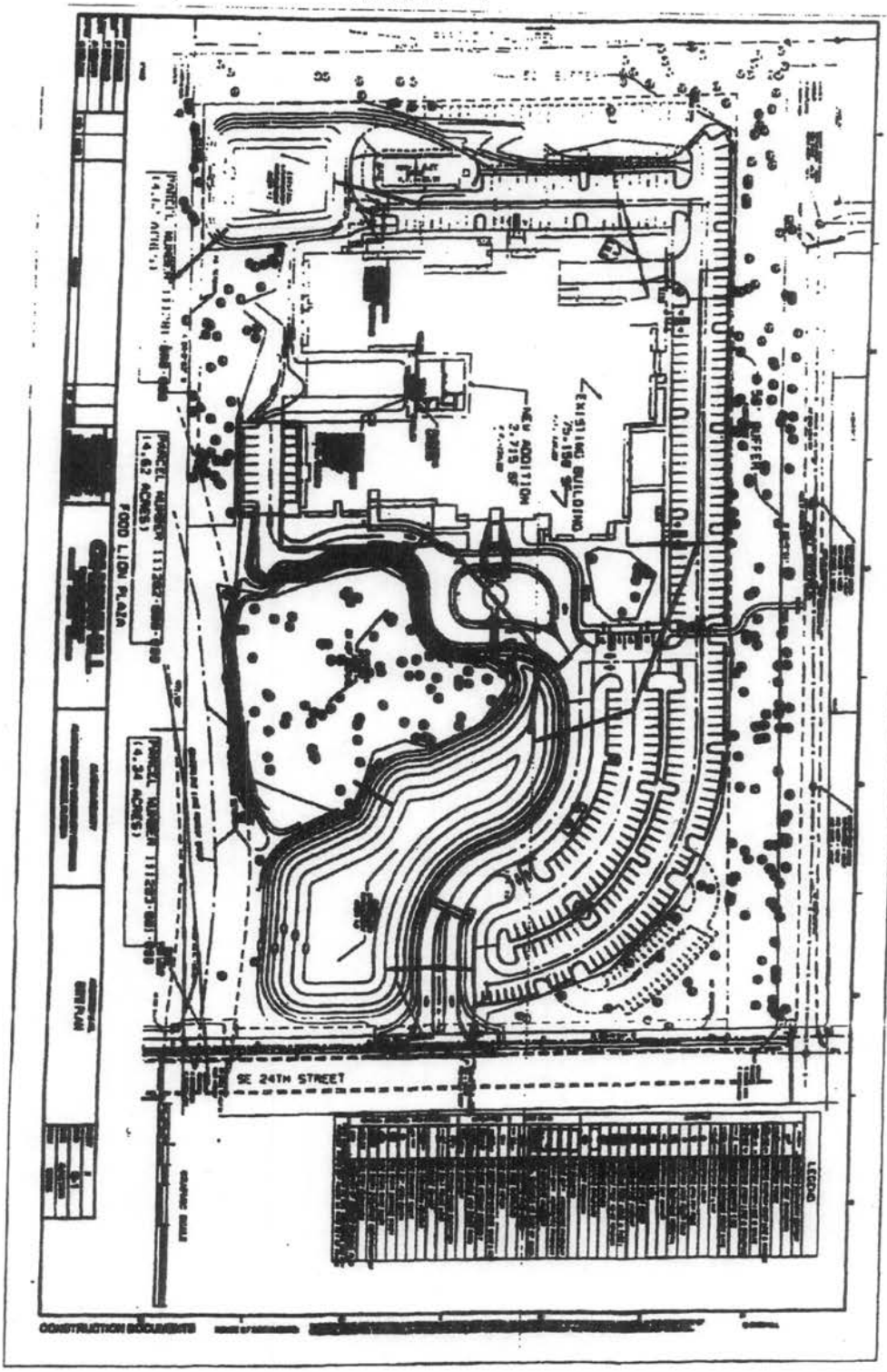
APPROVED AS TO FORM

Alachua County Attorney

LESSEE:
STATE OF FLORIDA
DEPARTMENT OF HEALTH

By:_____
Jean Munden

EXHIBIT "A"


NEW ADDITION
2,715 SF
EXISTING BUILDING
PARCEL NUMBER
(4.62 ACRES)
FOOD LION PLAZA
PARCEL NUMBER
(4.34 ACRES)
SE 24TH STREET
CONSTRUCTION DOCUMENTS

September 27, 2011 Regular BoCC Meeting
Agenda Item #47

Title
Kenworth of Central Florida: Finance Report and Purchase Order 111613. (Amended)

Amount
$158,217.00

Description
Request approval of the Finance Report and Purchase Order 111613 issued to Kenworth of Central Florida for the Purchase of a 2011 Kenworth T800 Truck.

Recommendation
Approve the Finance Report and Purchase Order 111613, issued to Kenworth of Central Florida for the purchase of a 2011 Kenworth T800 Truck.

Alternative(s)
That the Board reject the Finance Report and the issuance of Purchase Order 111613.

Requested By
Richard Hedrick/Larry Sapp

Originating Department
Public Works/Purchasing

Attachment(s) Description
Finance Report and Purchase Order

Documents Requiring Action
Finance Report and Purchase Order

Executive Summary
That the Board approve the Finance Report and Purchase Order 111613, in the amount of $158,217.00 to Kenworth of Central Florida, for the purchase of one (1) 2011 Kenworth T800 Truck (64,000 lb gvw Cab & Chassis, 4x6 Tandem Axle Truck) and authorize the Chair's signature. Prices, terms and conditions are per the Sheriff's Offices & Local Governmental Agencies of the State of Florida: #10-18-0907.

Background
Purchase Order 111613 is to replace vehicle WM050 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
COLLECTION CENTERS

Account Code(s)
403-7610-534.64-20

Attachment: 111613FR.pdf
Attachment: 111613PO.pdf

Alachua County
Department of Administrative Services
Purchasing

Larry M. Sapp, CPPB
Purchasing Manager

Christy S. Winters, CPPB
Purchasing Supervisor

September 6, 2011

MEMORANDUM

To: Alachua County Board of County Commissioners

From: Betty M. Baker, Administrative Services Director JKC for

Larry M. Sapp, C.P.P.B. Purchasing Manager

Subject: **Finance Report**

Approve the issuance of the Purchase Order #111613 to Kenworth of Central Florida, the amount of $158,217.00, for the purchase of one (1) 2011 Kenworth T800 Truck (64,000 lb gvw Cab & Chassis, 4x6 Tandem Axle Truck) 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 #111613 to Kenworth of Central Florida, in the amount of $158,217.00 and authorize the Chairperson to sign the Purchase Order.

APPROVED THIS 27 DAY OF September, 2011

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

BY: _____
Chairperson

ATTEST: _____
Clerk

LS:mm

Deena Tularam

From: Erika Capin
Sent: Wednesday, September 07, 2011 11:03 AM
To: Deena Tularam
Subject: FW: out of office memo

Importance: High

Here you are

Erika Capin
Sr. Staff Assistant
Administrative Services
ecapin@alachuacounty.us
352-337-6128

From: Betty Baker (Administrative Services Director)
Sent: Tuesday, September 06, 2011 4:04 PM
To: Erika Capin
Cc: Jacqueline A. Chung; Richelle M. Sucara
Subject: RE: out of office memo
Importance: High

My data service was not working at the hospital I could not receive e-mail.

Please note that I have appointed Jacqueline Chung acting director and she has full signature authority until I return to work on Friday.

Betty M. Baker ICMA-CM
Administrative Services Director
bbaker@alachuacounty.us

From: Erika Capin
Sent: Tuesday, September 06, 2011 11:33 AM
To: Betty Baker (Administrative Services Director)
Subject: out of office memo

Still haven't received the email giving Jackie signature authority in your absence. Maybe you're out of range?

Erika Capin
Sr. Staff Assistant
Organizational Development and Training
ecapin@alachuacounty.us
352-337-6128

PURCHASE ORDER

ALL PACKING SLIPS, INVOICES AND CORRESPONDENCE MUST REFLECT THIS NUMBER

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. BOX 1467
GAINESVILE, FL 32602
PHONE (352) 374-5202
FAX (352) 491-4569

NO. 111613

ORDER DATE	9/06/2011
REQ. NUMBER	0000056294
BID NUMBER	
BUYER	DR KIGHT, CPM, C
ACCOUNT NO.	403761053464201001811
VENDOR NO.	

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 (64,000 GVWR LB CAB & CHASSIS, 4X6 TANDEM AXLE TRUCK)	1.00	EA	158217.0000	158217.00
			SPECIFICATION: #49				
			DELIVERY BY: 11.26.11				
			VEHICLE REPLACEMENT: WM050 WM				
						TOTAL	158217.00
			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 5620 NW 120TH LANE GAINESVILLE, FL 32602 PHONE: 386-462-1975 FAX: 386-418-0331				
			* * * * * NO DELIVERY ON FRIDAYS * * * * *				
			>> NOTE: REQUIRED VEHICLE/EQUIPMENT INFORMATION << ********** * All vehicle and equipment must be delivered to:* * Alachua County Public Works Compound, Hague, FL*				

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

JMK JAC for DB

AUTHORIZED SIGNATURE

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. 111613

ORDER DATE	9/06/2011
REQ. NUMBER	0000056294
BID NUMBER	
BUYER	DR KIGHT, CPM, CP
ACCOUNT NO.	403761053464201001811
VENDOR NO.	

** 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:

* ATTN: Fleet Management, Jo Graham *
* 5620 NW 120th Lane Gainesville, FL 32653 *
>>>>>>>>>>>>>>>>>>>>> PLUS <<<<<<<<<<<<<<<<<<<<<
* Please contact Jo Graham at 386-462-1975, *
* for correction information that needs to *
* be completed on all paper work for the *
* registration and title. *
****

IN ACCORDANCE WITH PRICES, CONDITIONS AND
SPECIFICATIONS OF THE SHERIFF'S OFFICES &
LOCAL GOVERNMENTAL AGENCIES OF THE STATE
OF FLORIDA: #10-09-0907 (VEHICLE/FR/FLEET EQUIP)
#10-18-0907 (VEHICLE)
#10-04-0120 (TIRE)

FORD FIN CODE: QE065
-EMAIL: nelson.eason@duvalford.com
GENERAL MOTORS FIN CODE: 917872
CHRYSLER FIN CODE: 49313

ATTACHMENT: QUOTE(S)

BILLING INSTRUCTIONS TO VENDOR:

1. ALL PRODUCTS ARE TO BE SHIPPED F.O.B. GAINESVILLE, INSIDE DELIVERY, UNLESS OTHERWISE NOTED.
2. THIS PURCHASE ORDER IS SUBJECT TO AND GOVERNED BY ALL TERMS AND CONDITIONS ON THE REVERSE HEREOF.
3. MAIL ALL INVOICES TO THE SHIP TO ADDRESS AS STATED ABOVE.
4. FLORIDA SALES TAX EXEMPTION NO. 85-8013937423C-9

DATE APPROVED

VENDOR COPY

jmb JMC for LB
AUTHORIZED SIGNATURE

September 27, 2011 Regular BoCC Meeting
Agenda Item #48

Title
Rogers Welding, Inc: Purchase Order 120016 (Amended)

Amount
$70,000.00

Description
Request approval of the Finance Report and Purchase Order 120016, issued to Rogers Welding Inc.

Recommendation
Approve the Finance Report and the issuance of Purchase Order 120016, issued to Rogers Welding, Inc., authorize the Chairperson to sign the Purchase Order.

Alternative(s)
That the Board reject the Finance Report and the issuance of Purchase Order 120016, issued to Rogers Welding, Inc.

Requested By
Rick Hedrick/Larry Sapp

Originating Department
Public Works/Purchasing

Attachment(s) Description
Finance Report and Change Order

Documents Requiring Action
Finance Report and Change Order

Executive Summary
Request that the Board approve Purchase Order 120016, issued to Rogers Welding Inc., in the amount of $70,000.00 for the purchase of welding services and supplies, for the Public Works Department. Prices are per Annual Bid Renewal 09-116; Annual Welding Services and Supplies.

Background
Bid #09-116; Annual Welding Services and Supplies was advertised March 19, 2008 and March 26, 2008. One (1) vendor responded to Bid #09-116; Annual Welding Services and Supplies

Issues
Rejecting this Purchase Order will inhibit the Department's ability to serve Alachua County residents.

Fiscal Recommendation
Sufficient funding is available to fund the change order.

Fiscal Alternative(s)
n/a

Funding Sources
Fleet Management

Account Code(s)
503-1100-590.95-32, 503-1100-590.95-33

Attachment: 120016FR.pdf
Attachment: 120016PO.pdf

Alachua County
Department of Administrative Services
Purchasing

Larry M. Sapp, CPPB
Purchasing Manager

Christy S. Winters, CPPB
Purchasing Supervisor

September 6, 2011

MEMORANDUM

To: Alachua County Board of County Commissioners

From: Betty M. Baker, Administrative Services Director JHC For

Larry M. Sapp, C.P.P.B. Purchasing Manager lmk

Subject: **Finance Report**

Approve the issuance of Purchase Order #120016 to Rogers Welding Inc., in the amount of $70,000.00, for welding services and supplies and authorize the Chair's signature. Prices, terms and conditions are Annual Bid #09-116: Annual Welding Services and Supplies.

ADMINISTRATIVE RECOMMENDATION:

That the Board approve the issuance of Purchase Order #120016 to Rogers Welding Inc., in the amount of $70,000.00, and authorize the Chairperson to sign the purchase order.

APPROVED THIS 27 DAY OF September, 2011

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

BY: _____
Chairperson

ATTEST:

_____
Clerk

LMS: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. 120016

ORDER DATE	8/31/2011
REQ. NUMBER	0000056679
BID NUMBER	
BUYER	DR KIGHT, CPM, CI
ACCOUNT NO.	
VENDOR NO.	6386000

VENDOR

VENDOR I.D. # ☐

ROGERS WELDING INC
1224 S MAIN STREET
GAINESVILLE FL 32601-0000

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
			A/BID #09-116: WELDING SERVICES & SUPPLIES /UBO				
			EFFECTIVE DATE: 10/01/2011				
			EXPIRATION DATE: 9/30/2012				
					NOT	TO EXCEED	70000.00 *
			REMARKS:				
			A/BID #09-116: WELDING SERVICES & SUPPLIES /UBO WELDING SERVICES AND SUPPLIES IN ACCORDANCE WITH PRICES, CONDITIONS AND SPECIFICATIONS OF:				
			* * * ANNUAL BID RENEWAL #09-116 * * *				
			ATTACHMENT: BID FORM				
			ACCOUNTS: #503.1100.590.95.32 #503.1100.590.95.33				
			COM/CODE: 925-008				
			DEPT CONTACT: Ray Griffin/Jo Graham @ P: 386-462-1975				
			VENDOR SHALL SUBMIT INVOICE TO THE FOLLOWING ADDRESS: ALACHUA COUNTY PUBLIC WORKS				

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

JAC for BLB 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. 120016

ORDER DATE	:	
REQ. NUMBER	:	8/31/2011
BID NUMBER	:	0000056679
BUYER	:	
ACCOUNT NO.	:	DR KIGHT, CPM, CP
VENDOR NO.	:	6386000

** CONTINUED **

VENDOR	SHIP TO
VENDOR I.D. # ☐ ROGERS WELDING INC	ALACHUA COUNTY

ITEM	REQ'D	B/O	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION

REMARKS:

ATTN: FLEET MANAGEMENT
5620 NW 120TH LANE
GAINESVILLE, FL 32602
PHONE: 386-462-1975
FAX: 386-418-0331

* * * * * NO DELIVERY ON FRIDAYS * * * * *

>> NOTE: REQUIRED VEHICLE/EQUIPMENT INFORMATION <<
****
* All vehicle and equipment must be delivered to: *
* Alachua County Public Works Compound, Hague, FL *
* ATTN: Fleet Management, Jo Graham *
* 5620 NW 120th Lane Gainesville, FL 32653 *
>>>>>>>>>>>>>>>>>>>> PLUS <<<<<<<<<<<<<<<<<<<<
* Please contact Jo Graham at 386-462-1975, *
* for correction information that needs to *
* be completed on all paper work for the *
* registration and title. *
****

BLANKET AUTHORIZATION IS HEREBY GRANTED TO THE SAID DEPARTMENT FOR THE PURCHASE OF SAID ITEMS AND/OR SERVICES DURING THE PERIOD OF OCTOBER 1, 2011 OR FROM THIS DATE (WHICHEVER IS LATEST) THROUGH SEPTEMBER 30, 2012.

BILLING INSTRUCTIONS TO VENDOR:

1. ALL PRODUCTS ARE TO BE SHIPPED F.O.B. GAINESVILLE, INSIDE DELIVERY, UNLESS OTHERWISE NOTED.
2. THIS PURCHASE ORDER IS SUBJECT TO AND GOVERNED BY ALL TERMS AND CONDITIONS ON THE REVERSE HEREOF.
3. MAIL ALL INVOICES TO THE SHIP TO ADDRESS AS STATED ABOVE.
4. FLORIDA SALES TAX EXEMPTION NO. 85-8013937423C-9

DATE APPROVED

VENDOR COPY

AUTHORIZED SIGNATURE

PURCHASE ORDER

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. BOX 1467
GAINESVILE, FL 32602
PHONE (352) 374-5202
FAX (352) 491-4569

** CONTINUED **

ALL PACKING SLIPS, INVOICES AND CORRESPONDENCE MUST REFLECT THIS NUMBER

NO. 120016

ORDER DATE	8/31/2011
REQ. NUMBER	0000056679
BID NUMBER	
BUYER	DR KIGHT, CPM, C
ACCOUNT NO.	
VENDOR NO.	6386000

VENDOR

VENDOR I.D. # ☐

ROGERS WELDING INC

SHIP TO

ALACHUA COUNTY

ITEM	REQ'D	B/O	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION

REMARKS:

FREIGHT CHARGES INCLUDED WHEN APPLICABLE.

THE ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS WILL NOT BE BOUND BY ANY EXACT QUANTITIES.

THE BOARD WOULD LIKE TO IMPRESS UPON YOU THE IMPORTANCE OF STRICTLY ADHERING TO THE DOLLAR AMOUNTS ON YOUR BLANKET PURCHASE ORDER. THE BOARD WILL NOT BE RESPONSIBLE FOR PURCHASES IN EXCESS OF THAT AMOUNT.

PLEASE NOTE THAT THE QUANTITY AND THE UNIT COST FIGURES ARE REVERSED; THIS WILL ENABLE OUR SOFTWARE TO MAKE PARTIAL PAYMENTS TO YOU.

FISCAL NON-FUNDING:
EFFECTIVE ONLY TO THE EXTENT OF APPROPRIATIONS THIS BLANKET PURCHASE ORDER SHALL BE DEEMED AVAILABLE TO ALACHUA COUNTY AT ANY TIME DURING THE PERIOD INDICATED ON THE BLANKET PURCHASE ORDER.

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

JMS JAC

DATE APPROVED

VENDOR COPY

for BB AUTHORIZED SIGNATURE

September 27, 2011 Regular BoCC Meeting
Agenda Item #49

Title
Limestone Products, Inc.: Purchase Order 120012. (Amended)

Amount
$150,000.00

Description
Request approval of the Finance Report and Purchase Order 120012 issued to Limestone Products, Inc.

Recommendation
Approve the Finance Report and the issuance of Purchase Order 120012, issued to Limestone Products, Inc., authorize the Chairperson to sign the Purchase Order.

Alternative(s)
That the Board reject the Finance Report and the issuance of Purchase Order 20012, issued to Limestone Products, Inc.

Requested By
Rick Hedrick/Larry Sapp

Originating Department
Public Works/Purchasing

Attachment(s) Description
Finance Report and Change Order

Documents Requiring Action
Finance Report and Change Order

Executive Summary
Request that the Board approve Purchase Order 120012, issued to Limestone Products, Inc., in the amount of $150,000.00 for the purchase of base limerock and mine stabilizing limerock, for the Public Works Department. Prices are per Annual Bid 11-3; Annual Mine Base Limerock & Mine Stabilizing Limerock.

Background
Bid 11-3; Annual Mine Base and Stabilizing Limerock was advertised on March 10, 2010 and March 17, 2010. The deadline for receipt of bid was April 7, 2010. Five (5) vendors responded for Annual Bid 11-3; Annual Mine Base and Stabilizing Limerock.

Issues
Rejecting this Purchase 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
Gas Tax Uses

Account Code(s)
149-7900-541.53-10

Attachment: 120012FR.pdf
Attachment: 120012PO.pdf

Alachua County
Department of Administrative Services
Purchasing

Larry M. Sapp, CPPB
Purchasing Manager

Christy S. Winters, CPPB
Purchasing Supervisor

September 6, 2011

MEMORANDUM

To: Alachua County Board of County Commissioners

From: Betty M. Baker, Administrative Services Director JMC for

Larry M. Sapp, C.P.P.B. Purchasing Manager

Subject: **Finance Report**

Purchase Order #120012, issued to Limestone Products, Inc., in the amount of $150,000.00 for the purchase of base limerock and mine stabilizing limerock, for the Public Works Department. Prices are per Annual Bid #11-3; Annual Mine Base Limerock & Mine Stabilizing Limerock.

ADMINISTRATIVE RECOMMENDATION:

That the Board approve the issuance of the purchase orders and authorize the Chairperson to sign the Purchase Order.

APPROVED THIS 27 DAY OF September, 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. 120012

ORDER DATE	8/31/2011
REQ. NUMBER	0000057373
BID NUMBER	
BUYER	DR KIGHT, CPM, CP
ACCOUNT NO.	
VENDOR NO.	4778000

VENDOR

VENDOR I.D. # ☐

LIMESTONE PRODUCTS INC
PO BOX 177
NEWBERRY FL 32669-0177

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
			A/BID #11-3 BID: PURCHASE OF BASE LIMEROCK /UBO				
			EFFECTIVE DATE: 10/01/2011				
			EXPIRATION DATE: 9/30/2012				
					NOT	TO EXCEED	150000.00 **
			REMARKS:				
			A/BID #11-3 BID: PURCHASE OF BASE LIMEROCK /UBO AND MINE STABILIZING LIMEROCK IN ACCORDANCE WITH PRICES, CONDITIONS AND SPECIFICATIONS OF:				
			* * * ANNUAL BID #11-3 * * *				
			ACCOUNT: #149-7900-541-53-10				
			ATTACHMENT: BID FORM				
			DEPT CONTACT: Vernon Willimas @ P: 352-374-5245, 1256				
			VENDOR SHALL SUBMIT INVOICE TO THE FOLLOWING ADDRESS: NEW ADDRESS PUBLIC WORKS DEPARTMENT 5620 NW 120TH LANE GAINESVILLE, FL 32653				

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

for BR AUTHORIZED SIGNATURE

PURCHASE ORDER

ALL PACKING SLIPS, INVOICES AND CORRESPONDENCE MUST REFLECT THIS NUMBER

NO. 120012

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. BOX 1467
GAINESVILLE, FL 32602
PHONE (352) 374-5202
FAX (352) 491-4569

ORDER DATE	8/31/2011
REQ. NUMBER	0000057373
BID NUMBER	
BUYER	DR KIGHT, CPM, CP
ACCOUNT NO.	
VENDOR NO.	4778000

** CONTINUED **

VENDOR	SHIP TO
VENDOR I.D. # ☐ LIMESTONE PRODUCTS INC	ALACHUA COUNTY

ITEM	REQ'D	B/O	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION

REMARKS:

PHONE: 352-374-5245
FAX: 352-337-6243

* * * * * NO DELIVERY ON FRIDAYS * * * * *

BLANKET AUTHORIZATION IS HEREBY GRANTED TO THE SAID DEPARTMENT FOR THE PURCHASE OF SAID ITEMS AND/OR SERVICES DURING THE PERIOD OF OCTOBER 1, 2011 OR FROM THIS DATE (WHICHEVER IS LATEST) THROUGH SEPTEMBER 30, 2012.

FREIGHT CHARGES INCLUDED WHEN APPLICABLE.

THE ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS WILL NOT BE BOUND BY ANY EXACT QUANTITIES.

THE BOARD WOULD LIKE TO IMPRESS UPON YOU THE IMPORTANCE OF STRICTLY ADHERING TO THE DOLLAR AMOUNTS ON YOUR BLANKET PURCHASE ORDER. THE BOARD WILL NOT BE RESPONSIBLE FOR PURCHASES IN EXCESS OF THAT AMOUNT.

PLEASE NOTE THAT THE QUANTITY AND THE UNIT COST FIGURES ARE REVERSED; THIS WILL ENABLE OUR SOFTWARE TO MAKE PARTIAL PAYMENTS TO YOU.

FISCAL NON-FUNDING:

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

JAC
BB AUTHORIZED SIGNATURE

PURCHASE ORDER

ALL PACKING SLIPS, INVOICES AND CORRESPONDENCE MUST REFLECT THIS NUMBER

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. BOX 1467
GAINESVILE, FL 32602
PHONE (352) 374-5202
FAX (352) 491-4569

** CONTINUED **

NO. 120012

ORDER DATE	8/31/2011
REQ. NUMBER	0000057373
BID NUMBER	
BUYER	DR KIGHT, CPM, CI
ACCOUNT NO.	
VENDOR NO.	4778000

VENDOR	SHIP TO
VENDOR I.D. # ☐ LIMESTONE PRODUCTS INC	ALACHUA COUNTY

ITEM	REQ'D	B/O	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION

REMARKS:

EFFECTIVE ONLY TO THE EXTENT OF APPROPRIATIONS THIS BLANKET PURCHASE ORDER SHALL BE DEEMED AVAILABLE TO ALACHUA COUNTY AT ANY TIME DURING THE PERIOD INDICATED ON THE BLANKET PURCHASE ORDER.

BILLING INSTRUCTIONS TO VENDOR:

1. [illegible] PRODUCTS ARE TO BE SHIPPED F.O.B. GAINESVILLE, INSIDE DELIVERY, UNLESS OTHERWISE NOTED.
2. [illegible]S 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

September 27, 2011 Regular BoCC Meeting
Agenda Item #50

Title
Construction Tire and Maintenance: Finance Report and Purchase Order 120015. (Amended)

Amount
$90,000.00

Description
Request approval of the Finance Report and Purchase Order 120015 issued to Construction Tire and Maintenance.

Recommendation
Approve the Finance Report and Purchase Order 120015, issued to Construction Tire and Maintenance.

Alternative(s)
That the Board reject the Finance Report and the issuance of Purchase Order 120015.

Requested By
Richard Hedrick/Larry Sapp

Originating Department
Public Works/Purchasing

Attachment(s) Description
Finance Report and Purchase Order

Documents Requiring Action
Finance Report and Purchase Order

Executive Summary
That the Board approve the issuance of Purchase Order 120015 to Construction Tire & Maintenance, in the amount of $90,000.00, for tire replacement and repair services and authorize the Chair's signature. Prices, terms and conditions are per Annual Bid #10-40; Annual Tire Repair/Replacement Services.

Background
Annual Bid #10-40; Annual Tire Repair/Replacement was awarded January 14, 2009.

Issues
If this purchase order is not approved it will hinder the requesting department's operations.

Fiscal Recommendation
Sufficient funds exist to cover the purchase order.

Fiscal Alternative(s)
n/a

Funding Sources

Fleet Management

Account Code(s)
503-1100-590.95-32, 503-1100-590.95-33

Attachment: 120015FR.pdf
Attachment: 120015PO.pdf

Alachua County
Department of Administrative Services
Purchasing

Larry M. Sapp, CPPB
Purchasing Manager

Christy S. Winters, CPPB
Purchasing Supervisor

September 6, 2011

MEMORANDUM

To: Alachua County Board of County Commissioners

From: Betty M. Baker, Administrative Services Director JMC for

Larry M. Sapp, C.P.P.B. Purchasing Manager lms

Subject: **Finance Report**

Approve the issuance of Purchase Order #120015 to Construction Tire & Maintenance, in the amount of $90,000.00, for tire replacement and repair services and authorize the Chair's signature. Prices, terms and conditions are Annual Bid #10-40; Annual Tire Repair/Replacement Services.

ADMINISTRATIVE RECOMMENDATION:

That the Board approve the issuance of Purchase Order #120015 to Construction Tire & Maintenance, in the amount of $90,000.00, and authorize the Chairperson to sign the purchase order.

APPROVED THIS 27 DAY OF September, 2011

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

BY: _____
Chairperson

ATTEST:

_____
Clerk

LMS:mm

12 SE 1st Street, P.O. Box 1467 ■ Gainesville, Florida 32602-1467 ■ Tel. (352) 374-5202 ■ Fax (352) 491-4561
1-866-822-5106 (toll free) ■ Home Page: *www.co.alachua.fl.us*
An Equal Opportunity Employer M.F.V.D.

PURCHASE ORDER

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. 120015

ORDER DATE	8/31/2011
REQ. NUMBER	0000056625
BID NUMBER	
BUYER	DR KIGHT, CPM, C
ACCOUNT NO.	
VENDOR NO.	2081830

VENDOR

VENDOR I.D. # ☐

CONSTRUCTION TIRE & MAINT
2199 NW 10TH STREET
CUST: #ALAC01
OCALA FL 34475-5339

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
			BID #10-40: TIRE REPAIR/REPLACEMENT SERVICES/UBO				
			EFFECTIVE DATE: 10/01/2011				
			EXPIRATION DATE: 9/30/2012				
					NOT	TO EXCEED	90000.00 **
			REMARKS:				
			A/BID #10-40: TIRE REPAIR/REPLACEMENT SERVICES/UBO IN ACCORDANCE WITH PRICES, CONDITIONS AND SPECIFICATIONS OF:				
			* * * ANNUAL BID #10-40 * * *				
			ATTACHMENT: BID FORM				
			ACCOUNTS: #503-1100-590-95-32 #503-1100-590-95-33				
			COM\CODE: 863-025				
			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				

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

for BCC AUTHORIZED SIGNATURE

PURCHASE ORDER



ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. BOX 1467
GAINESVILLE, FL 32602
PHONE (352) 374-5202
FAX (352) 491-4569

** CONTINUED **

ALL PACKING SLIPS, INVOICES AND CORRESPONDENCE MUST REFLECT THIS NUMBER

NO. 120015

ORDER DATE	8/31/2011
REQ. NUMBER	0000056625
BID NUMBER	
BUYER	DR KIGHT, CPM, CP
ACCOUNT NO.	
VENDOR NO.	2081830

VENDOR	SHIP TO
VENDOR I.D. # ☐ CONSTRUCTION TIRE & MAINT	ALACHUA COUNTY

ITEM	REQ'D	B/O	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION

REMARKS: NEW ADDRESS
PUBLIC WORKS DEPARTMENT
5620 NW 120TH LANE
GAINESVILLE, FL 32653

* * * * * NO DELIVERY ON FRIDAYS * * * * *

>> NOTE: REQUIRED VEHICLE/EQUIPMENT INFORMATION <<
***

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. 120015

ORDER DATE	
REQ. NUMBER	8/31/2011
BID NUMBER	0000056625
BUYER	
ACCOUNT NO.	DR KIGHT, CPM, C
VENDOR NO.	2081830

** CONTINUED **

VENDOR	SHIP TO
VENDOR I.D. # ☐ CONSTRUCTION TIRE & MAINT	ALACHUA COUNTY

ITEM	REQ'D	B/O	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION

REMARKS:

THE ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS WILL NOT BE BOUND BY ANY EXACT QUANTITIES.

THE BOARD WOULD LIKE TO IMPRESS UPON YOU THE IMPORTANCE OF STRICTLY ADHERING TO THE DOLLAR AMOUNTS ON YOUR BLANKET PURCHASE ORDER. THE BOARD WILL NOT BE RESPONSIBLE FOR PURCHASES IN EXCESS OF THAT AMOUNT.

PLEASE NOTE THAT THE QUANTITY AND THE UNIT COST FIGURES ARE REVERSED; THIS WILL ENABLE OUR SOFTWARE TO MAKE PARTIAL PAYMENTS TO YOU.

FISCAL NON-FUNDING:
EFFECTIVE ONLY TO THE EXTENT OF APPROPRIATIONS THIS BLANKET PURCHASE ORDER SHALL BE DEEMED AVAILABLE TO ALACHUA COUNTY AT ANY TIME DURING THE PERIOD INDICATED ON THE BLANKET PURCHASE ORDER.

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

JAC for BJS AUTHORIZED SIGNATURE

September 27, 2011 Regular BoCC Meeting
Agenda Item #51

Title
Annual Purchase of Veterinary Medical Supplies: Bid 12-56 (Amended)

Amount
Annual Estimated Budget $50,000.00

Description
Request approval of the Finance Report to approve and award Bid 12-56: Annual Purchase of Veterinary Medical Supplies

Recommendation
Approve the award of Bid 12-56; Annual Purchase of Veterinary Medical Supplies authorize the Purchasing Manager, if applicable, to sign the purchase order(s).

Alternative(s)
That the Board reject the award of Annual Bid 12-56; Annual Purchase of Veterinary Medical Supplies.

Requested By
Larry Sapp/David Flagler

Originating Department
Purchasing/Public Works

Attachment(s) Description
Finance Report

Documents Requiring Action
Finance Report

Executive Summary
That the Board approve the award of Bid 12-56; Annual Purchase of Veterinary Medical Supplies, to HSB Veterinary Supply, Merritt Vet Supplies, MWI Veterinary Supply and Webster Veterinary, as the lowest responsive and responsible bidders meeting specifications, and authorize the Purchasing Manager, if applicable, to sign the purchase order(s).

Background
Bid 12-56; Annual Purchase of Veterinary Medical Supplies was advertised on July 20, 2011 and July 27, 2011. The deadline for receipt of bids August 17, 2011. Four (4) vendors responded for Annual Bid 12-56; Annual Purchase of Veterinary Medical Supplies.

Issues
If Annual Bid 12-56; Annual Purchase of Veterinary Medical Supplies is not approved Animal Services will not be able to purchase Veterinary Medical Supplies.

Fiscal Recommendation
Sufficient funds exist to cover the purchase orders

Fiscal Alternative(s)
$0.00

Funding Sources
General

Account Code(s)
001-2500-562.52-50

Attachment: 1256fr.pdf

Alachua County
Department of Administrative Services
Purchasing

Larry M. Sapp, CPPB
Purchasing Manager

Christy S. Winters, CPPB
Purchasing Supervisor

September 7, 2011

MEMORANDUM

To Alachua County Board of County Commissioners

From: Betty Baker, Administrative Services Director

Larry M. Sapp, CPPB, Purchasing Manager

Subject: **Bid #12-56; Annual Purchase of Veterinary Medical Supplies**

Deadline for Receipt of Bids:	2:00 PM, Wednesday, August 17, 2011
Advertisement Dates:	July 20, 2011 and July 27, 2011
Notifications sent to:	56 Vendors
Solicitations Requested by:	6 Vendors
Bid(s) Received From:	4 Vendors

Firms:

HSB Veterinary Supply
Medford, NY

Merritt Vet Supplies
Columbia SC

MWI Veterinary Supply
Meridian, ID

Webster Veterinary
Alachua, FL

ADMINISTRATIVE RECOMMENDATION:

That the Board approve the award of Bid #12-56; Annual Purchase of Veterinary Medical Supplies, to HSB Veterinary Supply, Merritt Vet Supplies, MWI Veterinary Supply, and Webster Veterinary, as the lowest responsive and responsible bidders meeting specifications, and authorize the Purchasing Manager, if applicable, to sign the purchase order(s).

APPROVED THIS 27 DAY OF September, 2011.

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

Chairperson

ATTEST:

Clerk

September 27, 2011 Regular BoCC Meeting
Agenda Item #52

Title
Lease for Court Services: Fifth Amendment to the Lease Agreement with Cinque Holdings, Inc. for Rental Space at 249 W. University Avenue, Suites A and B (Amended)

Amount
$176,918.04

Description
Request approval of the Fifth Amendment to the Lease Agreement between Alachua County Board of County Commissioners and Cinque Holdings, Inc. for Rental Space at 249 W. University Avenue, Suite A and B

Recommendation
Approve the Fifth Amendment to the Lease Agreement between Alachua County Board of County Commissioners and Cinque Holdings, Inc. for Rental Space at 249 W. University Avenue, Suites A and B

Alternative(s)
Do not approve the Fifth Amendment and provide staff with direction

Requested By
Charlie R. Jackson

Originating Department
Administrative Services/Facilities Management

Attachment(s) Description
Fifth Amendment to the Agreement between Alachua County Board of County Commissioners and Cinque Holdings, Inc. (2 originals)

Documents Requiring Action
Lease for Court Services: Fifth Amendment to the Lease Agreement between Alachua County Board of County Commissioners and Cinque Holdings, Inc. for Rental Space at 249 W. University Avenue, Suites A&B

Executive Summary
The current Lease Agreement expires on September 30, 2011 with the option to renew for additional one (1) year terms. This request is to extend the Lease Agreement for the period of October 1, 2011 through September 30, 2012.

Background
In March 2006, the Drug Court Program moved into leased office space in Suite A. In March 2009, expanded services (Central Screening Team and Out Patient Services) of the Court Services Department moved into additional leased space, Suite B at 249 W. University Avenue. The First Amendment was approved on February 9, 2006; the Second Amendment was approved on June 27, 2006; the Third Amendment was approved on September 23, 2008 and the Fourth Amendment was approved on October 26, 2010.

Issues
None of these programs (Day Reporting, Drug Court, Central Screening Team and Out Patient Services) are scheduled to move

into the new Court Support Building.

Fiscal Recommendation
Funds for leasing the required office space exist in the FY11/12 budget.

Fiscal Alternative(s)
None

Funding Sources
Administrative Services/Facilities Management General Fund

Account Code(s)
001-1814-513.44-10

Attachment: Cinque 5th Amend CS Lease final.pdf

FIFTH AMENDMENT TO LEASE AGREEMENT BETWEEN
ALACHUA COUNTY AND CINQUE HOLDINGS, INC.

THIS FIFTH AMENDMENT TO AGREEMENT, made and entered into this 8 day of Sept., A.D., 2011, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "Tenant", and Cinque Holdings, Inc. hereinafter referred to as "Landlord":

W I T N E S S E T H:

WHEREAS, the parties hereto previously entered into a Lease Agreement dated December 13, 2005, a first amendment dated February 9th, 2006; a Second Amendment dated June 27, 2006 for the lease of 249 West University Avenue, Suite A, Gainesville, Florida; a Third Amendment to the Lease Agreement dated September 23, 2008; a Fourth Amendment dated October 26, 2010; and,

WHEREAS, the parties wish to enter into a fourth amendment to lease Suite A and B and,

NOW, THEREFORE, the parties hereby agree to amend the agreement as follows:

A. Section 1. **The Premises** is amended in its entirety to read:

2. The Premises. Landlord leases to Tenant and Tenant leases and rents from Landlord Suite A and Suite B at 249 West University Avenue, Gainesville, Florida.

B. Section 2, Term is amended in its entirety to read:

1. Term. This Amendment shall be effective October 1, 2011 and shall continue until September 30, 2012 unless terminated as provided herein. The County may extend this lease for additional one (1) year terms under the terms and specifications contained in the original lease.

C. Section 4, Rent is amended in its entirety to read:

A. Suite A. Tenant agrees to pay the Landlord at 4623 NW 53rd Avenue, Gainesville, FL 32606, monthly rental payments of Eleven Thousand Two Hundred Twelve and 50/100 dollars (11,212.50) for the term October 1, 2011 through September 30, 2012. Tenant certifies that it is exempt from state sales tax. Tenant shall provide Landlord with a copy of its tax-exempt certification. All rental payments shall be due on the first day of each month. The Landlord shall provide monthly invoices to the Tenant at the following address:

Alachua County Facilities Management
105 SE 1st Avenue, Suite 2B
Gainesville, Florida 32601

Landlord and Tenant agree that Suite A is 7851 square feet. From commencement to termination of this lease, the space will house the County's Drug Court (approx. 2/3 of space). On October 1, 2006 and for the term of the Lease, the space will house both the County's Drug Court and Day Reporting Departments (100% of space).

B. Suite B. Tenant agrees to pay the Landlord at 4623 NW 53rd Avenue, Gainesville, FL 32606 monthly rental payments of Three Thousand Five Hundred Thirty and 67/100 dollars ($3,530.67) for the term October 1, 2011 through September 30, 2012. Tenant certifies that it is exempt from state sales tax. Tenant shall provide Landlord with a copy of its tax-exempt certification. All rental payments shall be due on the first day of each month. The Landlord shall provide monthly invoices to the Tenant at the following address:

Alachua County Facilities Management
105 SE 1st Avenue, Suite 2B
Gainesville, Florida 32601

Landlord and Tenant agree that Suite B is for 2700 square feet.

D. This Amendment shall take effect upon the expiration of the Lease (as amended) currently in effect.

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the original Lease dated December 13, 2005, as amended, between the parties, shall be and remain in full force and effect.

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

ALACHUA COUNTY, FLORIDA

ATTEST:

J.K. Irby, Clerk

BY: _____
Lee Pinkoson, Chair
Board of County Commissioners

Date: _____

(SEAL)

APPROVED AS TO FORM:

Alachua County Attorney's Office

Date: _____

ATTEST

Officer

Lisa Crosby
Print Name

CINQUE HOLDINGS, INC.

Craig Cinque, President

Date: 9-8-2011

September 27, 2011 Regular BoCC Meeting
Agenda Item #53

Title
DX HVAC Replacements in the County Buildings: Bid 11-451 (Amended)

Amount
$140,000.00

Description
Request Approval of the Finance Report to approve and award Bid 11-451: DX HVAC Replacements in County Buildings and authorize the Purchasing Manager to sign the Purchase Orders.

Recommendation
Approve the award of Bid 11-451; DX HVAC Replacements in County Buildings, to Comfort Temp Co., and authorize staff the Purchasing Manager to sign the Purchase Orders.

Alternative(s)
That the Board reject the award of Bid 11-451; DX HVAC Replacements in County Buildings.

Requested By
Charlie Jackson

Originating Department
Facilities Management/Purchasing

Attachment(s) Description
Finance Report

Documents Requiring Action
Finance Report

Executive Summary
The recommendation of the Facilities Management Division is to approve the award of Bid 11-451; DX HVAC Replacements in County Buildings, to Comfort Temp Co., in the amount of $140,000.00, as the lowest responsive and responsible bidder meeting specifications and authorize the Purchasing Manager to sign the Purchase Orders.

Background
In early 2002, the BoCC passed an energy reduction resolution, requiring a 33% reduction in energy and water use. This led the County to developing a countywide energy resolution policy. Facilities Management was charged with reducing utility consumption in all County facilities by 1/3, in order to comply with the BoCC's energy reduction resolution. Facilities Management works diligently to stay abreast of state-of-the-art technologies, industry trends, energy relations and cost-saving opportunities as well as the impact of regional and national changes in the construction market. Reducing the County's carbon footprint has become a primary concern for Alachua County Facilities Management. The Energy Reduction and Water Conservation program consist of installing Energy Conservation Measures (ECMs) including AC retrofits, waterless urinals, touch free and low flow water fixtures, dual flush toilets, lighting ballasts, occupancy sensors and upgrading lighting in County Buildings. When implementing ECMs projects, we save the County thousands of dollars and also qualify for Gainesville Regional Utilities (GRU) Rebates. The BoCC has received $98,291.00 in GRU rebates to date, due to ECMs projects. In 2010, County Facilities conducted Facility Condition

Inspections of all split direct-expansion (DX) Air conditioning units in County buildings. The findings were that many of these units were very inefficient and in need of replacement. There were approx. 16 units deemed for replacement. Initially Facilities Energy Team and HVAC trained staff was charged with the installation efforts of these units and did in fact install 6 units, however due to the increasing demands on the current skilled HVAC staff during the summer months it was not possible for this task to be completed in-house. Another contributing factor is the failing roof top A/C Units at the Jail. Facilities skilled HVAC staff has been at the jail constantly repairing these old units, while awaiting the commencement of the upcoming HVAC project at that Jail, at which time the construction manager will take over all maintenance of the A/C units at the jail.

Issues
This project will commence in FY2012. Failure to approve of this request will result in nine County building continuing to operate while using very inefficient HVAC equipment, whereby using substantially more electrical power than needed.

Fiscal Recommendation
Sufficient funds exist to cover the purchase orders in FY2012

Fiscal Alternative(s)
$0.00

Funding Sources
General Fund (519-$99,005) and (712-$40,995)

Account Code(s)
001-1812-519.46-30 and 001-1812-712.46.30

Attachment: 11451FR.pdf

Alachua County
Department of Administrative Services
Purchasing

Larry M. Sapp, CPPB
Purchasing Manager

Christy S. Winters, CPPB
Purchasing Supervisor

September 6, 2011

MEMORANDUM

To Alachua County Board of County Commissioners

From: Betty Baker, Administrative Services Director

Larry M. Sapp, CPPB, Purchasing Manager

SUBJECT: Bid #11-451; DX HVAC Replacements in County Buildings

Deadline for Receipt of Bids:	2:00 pm, Wednesday, July 20, 2011
Advertisement Dates:	June 8, 2011 and June 15, 2011
Notifications sent to:	321 Vendors
Solicitations Requested by:	25 Vendors
Bid(s) Received From:	2 Vendors

Firms:	**Bid Amount**
Comfort Temp Co. Gainesville, FL	$140,000.00
Gator Air & Energy,LLC Gainesville, FL	$151,552.00

Administrative Recommendation:

The recommendation of the Facilities Management Division is to approve the award of Bid #11-451; DX HVAC Replacements in County Buildings, to Comfort Temp Co., in the amount of $140,000.00 as the lowest responsive and responsible bidder meeting specifications and authorize the Purchasing Manager to sign the Purchase Orders.

APPROVED THIS 27 DAY OF September, 2011.

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

BY: _____
Chairperson

ATTEST: _____
Clerk

LMS:mm

DX HVAC REPLACEMENT IN COUNTY BUILDINGS

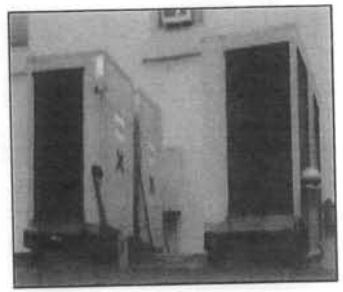
Item	Qty	Age	Hrs/Days	Cost
Phil Nicks	1	20+ yrs	8hr/6 days	$14,000
Public Defenders	4	20+yrs	8 hr/7 days	$40,000
County Admin SOE	1	20+yrs	8 hr/7 days	$8,575
34th Tag Agency	1	20+yrs	8hr/6 days	$16,140
EMT #8 Orange Hgts	1	14+yrs	24/7days	$7,195
EMT#16 /Work Release	5	20+yrs	24/7 days	$17,755
EMT #23 Waldo	1	15+yrs	24/7 days	$16,060
EMT#25 Grove Park	1	15+yrs	24/7 days	$6,245
EMT# 27 Archer	1	12-15yrs	24/7 days	$13,035
Estimated Total	16			$139,005



Work Release



Admin Building SOE



Public Defender

Some Driving Factors are: Functionality, Age, Life Cycle, Reliability, Risk and Energy Savings

03 - Utility Savings Reinvestment Program (210)

Adopted

Project	CIP Total	Appro. To Date	FY 2012 Budget	FY 2013 Budget	FY 2014 Budget	FY 2015 Budget	FY 2016 Budget	Future Funding
11USR01 - Utility Savings Reinvestment Project TBD	232,000	0	0	78,000	78,000	38,000	38,000	0
12USR01 - HVAC Motor Replacement - Administration Building	156,000	78,000	78,000	0	0	0	0	24,000
Adopted	**388,000**	**78,000**	**78,000**	**78,000**	**78,000**	**38,000**	**38,000**	**24,000**
Jtility Savings Reinvestment Program (210)	**388,000**	**78,000**	**78,000**	**78,000**	**78,000**	**38,000**	**38,000**	**24,000**

September 27, 2011 Regular BoCC Meeting
Agenda Item #54

Title
Limestone Products, Inc.: Change Order 2 to Purchase Order 110087. (Amended)

Amount
$25,000.00

Description
Request approval of the Finance Report and Change Order 2 to Purchase Order 110087, issued to Limestone Products, Inc.

Recommendation
Approve the Finance Report and the issuance of Change Order 2 to Purchase Order 110087, issued to Limestone Products, Inc. A copy, if applicable, to be included in the Board's minutes.

Alternative(s)
That the Board reject the Finance Report and the issuance of Change Order 2 to Purchase Order 110087, issued to Limestone Products, Inc.

Requested By
Rick Hedrick/Larry Sapp

Originating Department
Public Works/Purchasing

Attachment(s) Description
Finance Report and Change Order

Documents Requiring Action
Finance Report and Change Order

Executive Summary
Request that the Board approve Change Order 2, to Purchase Order 110087, issued to Limestone Products, Inc., for an increase of $225,000.00 for the purchase of additional base limerock and mine stabilizing limerock, for the Public Works Department. The new purchase order total is $225,000.00. Prices are per Annual Bid 11-3 Annual Mine Base Limerock & Mine Stabilizing Limerock.

Background
Blanket Purchase Order 110087 to Limestone Products, Inc., was issued September 28, 2010 for mine base limerock and mine stabilizing limerock, in the amount of $100,000.00. Change Order 2 will increase the Purchase Order by $25,000.00, for a new purchase order total of $225,000.00. Original PO Total: $100,000.00Change Order 1: $100,000.00 Change Order 2 $ 25,000.00Revised Total: $225,000.00

Issues
Rejecting this Change Order will inhibit the Department's ability to serve Alachua County residents.

Fiscal Recommendation

Sufficient funding is available to fund the change order.

Fiscal Alternative(s)
n/a

Funding Sources
Gas Tax Uses

Account Code(s)
149-7900-541.53-10

Attachment: 110087FR.pdf
Attachment: 110087PO.pdf

Alachua County
Department of Administrative Services
Purchasing

Larry M. Sapp, CPPB
Purchasing Manager

Christy S. Winters, CPPB
Purchasing Supervisor

September 8, 2011

MEMORANDUM

To: Alachua County Board of County Commissioners

From: Betty M. Baker, Administrative Services Director

Larry M. Sapp, C.P.P.B. Purchasing Manager

Subject: **Finance Report**

Change Order #2, to Purchase Order #110087, issued to Limestone Products, Inc., for an increase of $25,000.00 for the purchase of additional base limerock and mine stabilizing limerock, for the Public Works Department. The new purchase order total $225,000.00. Prices are per Annual Bid #11-3; Annual Mine Base Limerock & Mine Stabilizing Limerock.

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 27 DAY OF September, 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
GAINESVILE, FL 32602
PHONE (352) 374-5202
FAX (352) 491-4569

ALL PACKING SLIPS, INVOICES AND CORRESPONDENCE MUST REFLECT THIS NUMBER

NO. 110087

ORDER DATE	9/13/2010
REQ. NUMBER	0000055289
BID NUMBER	
BUYER	DR KIGHT, CPM, C
ACCOUNT NO.	
VENDOR NO.	4778000

CHANGE NO.: 2
DATE: 12/01/2010

VENDOR

VENDOR I.D. # ☐

LIMESTONE PRODUCTS INC
PO BOX 177
NEWBERRY FL 32669-0177

SHIP TO

ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT
5620 NW 120TH LANE
GAINESVILLE FL 32653

ITEM	REQ'D	B/O	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
			********** CHANGE ORDER **********				
			A/BID #11-3 BID: PURCHASE OF BASE LIMEROCK /UBO				
			EFFECTIVE DATE: 10/01/2010				
			EXPIRATION DATE: 9/30/2011				
			REMARKS:		NOT	TO EXCEED	225000.00 **
			CO #2 TO INCREASE PO #110087 BY $25,000.00				
			ACCOUNT: #149-7900-541-53-10				
			ORIGINAL PO TOTAL: $100,000.00 CHANGE ORDER #1: $100,000.00 CHANGE ORDER #2: $ 25,000.00 NEW REVISED TOTAL: $225,000.00				

BILLING INSTRUCTIONS TO VENDOR:

1. ALL PRODUCTS ARE TO BE SHIPPED F.O.B. GAINESVILLE, INSIDE DELIVERY, UNLESS OTHERWISE NOTED.
2. THIS PURCHASE ORDER IS SUBJECT TO AND GOVERNED BY ALL TERMS AND CONDITIONS ON THE REVERSE HEREOF.
3. MAIL ALL INVOICES TO THE SHIP TO ADDRESS AS STATED ABOVE.
4. FLORIDA SALES TAX EXEMPTION NO. 85-8013937423C-9

DATE APPROVED

VENDOR COPY

for JAC for BB AUTHORIZED SIGNATURE

September 27, 2011 Regular BoCC Meeting
Agenda Item #55

Title
Property and Casualty Insurance Policy Renewal (Amended)

Amount
$770,544.00

Description
Property and Casualty Insurance Policy Renewal

Recommendation
Approve and authorize purchase of insurance policies as recommended by consultant

Alternative(s)
Not approve recommendations

Requested By
Wade F. Gillingham, Risk Manager

Originating Department
Administrative Services, Risk Management

Attachment(s) Description
None

Documents Requiring Action
None

Executive Summary
Annually the County's insurance consultant/broker analyzes our self funded insurance program and markets to the insurance industry coverage needs on behalf of the County. A recommendation is then made for the purchase of various primary and excess policies in order to provide financial stability and protection for the County's Self Funded (501) insurance programs.

Background
After final review of all renewal proposals received by the County's consultant/broker, it is requested that the Board approve the following recommendation: Approve insurance consultant/brokers recommendation and authorize the purchase of renewal insurance as offered by the Florida League of Cities through the Florida Municipal Insurance Trust (FMIT) for Packaged coverages: Property/Boiler & Machinery Insurance, Excess General and Automobile Liability Insurance, Excess Workers' Compensation Insurance, Accidental Death and Dismemberment, Crime, Public Officals Errors and Ommissions, Employment Practices and Employee Benefits Liability, to be effective October 1, 2011 for a proposed annual premium of $770,544

Issues
Continuation of the County's Property and Liabiltiy insurance and the financial stability of the Self Funded Insurance program.

Fiscal Recommendation
$770,544 in annual premiums for the purchase of insurance coverages.

Fiscal Alternative(s)
Unlimited Liability/Risk exposure to the County

Funding Sources
501 Self Insurance Fund

Account Code(s)
501-1853-513.45-40;501-1853-513.45-75;501-1853-513.45-90;501-1853-513.45-94

September 27, 2011 Regular BoCC Meeting
Agenda Item #56

Title
Skinner, Vignola, McLean, Inc. Contract, Amendment 2 (Amended)

Amount
$950.00

Description
Request Approval for Amendment 2 for additional structural engineering services required to redesign the Kanapaha Community Center foundation due to unsuitable soils and expansive clays under the building.

Recommendation
Approve and execute Amendment 2 for services related to additional structural engineering due to unsuitable soils and expansive clays with Skinner, Vignola, Mclean, Inc.

Alternative(s)
Do not approve and provide staff with direction

Requested By
Charlie R. Jackson

Originating Department
Administrative Services/Facilities Management

Attachment(s) Description
Amendment #2 and background information (1 original)

Documents Requiring Action
Amendment #2

Executive Summary
This amendment is to cover the costs of additions to the original plans by Skinner, Vignola, McLean Inc. due to the discovery of unsuitable expansive soils. Additional structural engineering will be required to provide a stiffened foundation to counteract the effects of the expansive soils.

Background
In June 2011 GSE Engineering provided a report of their Geotechnical Site Exploration of the site for the Kanapaha Community Center. They have determined that the building site has unsuitable and expansive soils. A redesign of the proposed community center foundation system is necessary. This will require additional work by the architectural firm of Skinner, Vignola, McLean Inc. and structural engineering subcontractors. Amendment #2 is to pay Skinner, Vignola, McLean Inc. for additional work not outlined in the original contract.

Issues
These items are required to complete the construction of Kanapaha Community Center.

Fiscal Recommendation

Funds in the amount of $950.00 have been approved in the project budget for this work.

Fiscal Alternative(s)
N/A

Funding Sources
Capital Improvement Program FY 2010

Account Code(s)
303-4122-572.62-20

Attachment: Skinner 2nd Amend Final.pdf

AMENDMENT NUMBER TWO TO AGREEMENT
BETWEEN ALACHUA COUNTY AND SKINNER, VIGNOLA, MCLEAN, INC.
FOR ARCHITECTUAL AND ENGINEERING SERVICES

THIS AMENDMENT NUMBER TWO, AMENDMENT TO AGREEMENT, made and entered into this 27 day of September 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 Skinner, Vignola, McLean, Inc., hereinafter referred to as " Architect":

W I T N E S S E T H:

WHEREAS, the parties hereto previously entered into an agreement dated June 8, 2010, for the provision of Architectural and Design Services and,

WHEREAS, the parties wish to amend the agreement.

NOW, THEREFORE, the parties hereby agree to amend the June 8th, 2010 Agreement as follows:

A. **Paragraph 12. b.** If the Architect's scope, and contracted services are changed through no fault of the Architect after execution of this Contract, additional compensation shall be based on the hourly rates listed in Attachment A.

B. Due to the fact that unsuitable soils at the building site will not only require replacement of unsuitable soils but a re-design of the foundation system of the building to stiffen the foundation to prevent damage from expansive soils. Additional design work will be required to produce the required engineering. The cost for this additional design work is $950.00.

C. This Amendment #2 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 Amendment Number One, 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: _____

Title: _____

Skinner Vignola McLean, Inc.

By: _____

Print: HOWARD MCLEAN, JR.

Title: PRESIDENT

Attachment A

2011 SEP 2 PM 12 15

9/7/11

SKINNER VIGNOLA McLEAN, INC.
ARCHITECTS & PLANNERS
1628 N.W. 6TH STREET
GAINESVILLE, FLORIDA 32609
FL CERT. #AA3478
(352) 378-4400
(FAX) 377-5378

July 5, 2011, ***revised August 23, 2011*** Proposal

Alachua County Facilities Management
105 SE 1st Avenue
Gainesville, FL 32601-1467

Attn: Allan Waters

Re: Kanapaha Park Community Center
Proposal for Additional Services

Dear Mr. Waters:

As you are aware, we recently received the geotechnical report for the bearing capacity of the soils. Our structural engineer has reviewed this and has notified us that the foundation system for the building will need to be completely re-designed to account for the poor soils located at the building site. Pursuant to this, and in accordance paragraph 12. b, Payments, of our 6/8/2010 Owner-Architect agreement, we are respectfully submitting this request for an adjustment in compensation in the amount of $950.00 for these engineering services. ***The breakdown of this fee is $900.00 for the structural engineering services as described in the attached 6/30/11 proposal from Wayland Structural Engineering and our $50.00 administrative fee.*** Payment for the requested additional services by Skinner Vignola McLean, Inc. shall be in accordance with the document referenced above.

If you are in agreement with this proposed Change of Services and the adjustment in compensation, please forward our office a purchase order for the amount indicated on the attached invoice as statement of your approval. If you have any questions regarding this, please contact our office at your convenience. We thank you for your understanding and cooperation in this matter.

Sincerely,

SKINNER VIGNOLA McLEAN, INC.

Howard J. McLean, Jr., A.I.A.
President
Lic. #AR0014129

attachment: 6/30/11 WSE proposal

wse

STRUCTURAL ENGINEERING
8200 SW 16th Place Gainesville, FL 32607
Phone (352) 331-0727 Fax (352) 331-0727
Email: waylandgs@aol.com

June 30, 2011

Howard McLean
Skinner Vignola McLean, Inc.
1628 NW 6th Street
Gainesville, Florida 32609

Re: **AMENDMENT TO CONTRACT FOR STRUCTURAL ENGINEERING SERVICES**
Project Name: **KANAPAHA COMMUNITY CENTER – GAINESVILLE, FL**
Project Number: **10004**

Dear Howard:

I am pleased to provide you with this letter outlining my **AMENDMENT** to my original Proposal/Contract for structural engineering services for the above referenced project dated October 30, 2010.

AMENDED Scope of Services

The following listed services constitute a change in scope from the original proposal.

1. Stiffened Shallow Foundation Design – Additional structural design and detailing services associated with stiffened shallow foundation required by geotechnical report due to presence of expansive clays under building.

Payments to Engineer for Services

I will provide all additional structural engineering services described above for a lump sum fee of **$900**.

Conditions

The terms and conditions that apply to this amended proposal are those outlined in the original proposal for this project. I look forward to the opportunity to assist you on this project. If the terms of this Agreement meet with your approval, you may indicate your acceptance by signing and returning one copy.

Very truly yours,

WAYLAND STRUCTURAL ENGINEERING

Gregory S. Wayland

Gregory S. Wayland, P.E.
FL PE #54396
FL COA #8236

Accepted By: _____ Date: _____

September 27, 2011 Regular BoCC Meeting
Agenda Item #57

Title
Annual Engineering and Architectural Services for Capital Construction <$2,000,000: RFP 12-35. (Amended)

Amount
N/A

Description
Request approval of the Finance Report to approve the ranking and award for RFP 12-35: Annual Engineering and Architectural Services for Capital Construction & $2,000,000 and authorize staff to negotiate agreements with the top ranked firms until agreements are reached.

Recommendation
Approve the Finance Report to rank and award RFP 12-35; Annual Engineering and Architectural Services for Capital Construction <$2,000,000 and authorize staff to negotiate agreements with the top ranked firms until agreements are reached.

Alternative(s)
That the Board reject the award of Annual RFP 12-35; Annual Engineering & Architectural Services for Capital Construction <$2,000,000.

Requested By
Betty M. Baker/Larry Sapp

Originating Department
Facilities Management/Purchasing

Attachment(s) Description
Finance Report

Documents Requiring Action
Finance Report

Executive Summary
That the Board approve the Finance Report to rank and award RFP 12-35; Annual Engineering & Architectural Services for Capital Construction <$2,000,000 and authorize staff to negotiate agreements with the top ranked firms until agreements are reached. 1. Craig Salley & Associates, Architects 2. Brame Architects 3. Strollo Architects, Incorporated 4. Paul Stresing Associates, Inc. 5. Skinner Vignola McLean, Inc.6. R.L. Reeger Architect/Roof Consultant, Inc.

Background
RFP 12-115; Annual Engineering & Architectural Services for Capital Construction < $2,000,000 was advertised on June 8, 2011 and June 15, 2011. The deadline for receipt of RFP was July 20, 2011. Thirteen (13) vendors responded for Annual RFP 12-35; Annual Engineering & Architectural Services for Capital Construction < $2,000,000. The BoCC has contracted with various Architectural and Engineering firms over the years for architectural and engineering services. These firms are able to offer architectural design, engineering and contract administration services. These contracts generally fall under continuing services on an annual basis, with the County having the option of renewing the contract for subsequent annual terms. The size, scope and complexity of specific projects under the A/E Annual Services will be determined based upon specific requirements of the project

as determined by Facilities Management's representatives. Task assignments are issued for services related for the specific projects as needed by the Facilities Management Division. The amount of each task assignment will be controlled by project's budget.

Issues
A/E Services are required by licensed firms and without authorization to issue Annual A/E Services Agreements the County will not be able to produce adequate design documents for bidding and construction work for the upcoming FY2012.

Fiscal Recommendation
n/a

Fiscal Alternative(s)
$0.00

Funding Sources
n/a

Account Code(s)
n/a

Attachment: 1235FR.pdf

Alachua County
Department of Administrative Services
Purchasing

Larry M. Sapp, CPPB
Purchasing Manager

Christy S. Winters, CPPB
Purchasing Supervisor

September 9, 2011

MEMORANDUM

TO: Alachua County Board of County Commissioners

FROM: Betty M. Baker, Administrative Services Director
Larry M. Sapp, CPPB, Purchasing Manager

SUBJECT: RFP #12-35; Annual Engineering & Architectural Services for Capital Construction < $2,000,000

Deadline for Receipt of Proposals:	2:00 p.m., Wednesday, May 11, 2011
Advertisement Dates:	February 23, 2011 and March 2, 2011
Notifications sent to:	931
Solicitations Requested by:	22
Responses Received From:	13

Firms:

Architecture Studio, Inc. Ocala, FL	Brame Architects Gainesville, FL
CH2M Hill, Inc. Gainesville, FL	CPH Engineers, Inc. Sanford, FL
Craig Salley & Associates, Architects Gainesville, FL	George F. Young, Inc. St. Petersburg, FL
Johnson, Smith Architects, P.A. Ocala, FL	McKellips Associates, Inc. Gainesville, FL
Michel Pellett, Architect Gainesville, FL	Paul Stresing Associates, Inc. Alachua, FL
R.L. Reeger Architect/Roof Consultant, Inc. Gainesville, FL	Skinner Vignola McLean, Inc. Gainesville, FL
Strollo Architects, Incorporated Orlando, FL	

ADMINISTRATIVE RECOMMENDATION:

That the Board approve the final ranking, as set forth below, and authorize staff to negotiate agreements with the top ranked firms until agreements are reached.

1. Craig Salley & Associates, Architects
2. Brame Architects
3. Strollo Architects, Incorporated
4. Paul Stresing Associates, Inc.
5. Skinner Vignola McLean, Inc.
6. R.L. Reeger Architect/Roof Consultant, Inc.

APPROVED THIS 27 DAY OF September, 2011

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

BY: _____
Chairperson

ATTEST: _____
Clerk

LMS/mm

September 27, 2011 Regular BoCC Meeting
Agenda Item #58

Title
W.W. Gay Fire and Integrated Systems, Inc.: Change Order 5 and 6 to Purchase Order 110197. (Amended)

Amount
$13,400.00

Description
Finance Report and Change Order 5 and 6 to Purchase Order 110197 issued to W.W. Gay Fire and Integrated Systems, Inc., for work to be done a various County Buildings.

Recommendation
That the Board approve Change Order 5 and 6 to Purchase Order 110197, issued to W W Gay Fire and Integrated Systems, Inc.

Alternative(s)
That the Board reject the Finance Report and Change Order 5 and 6 to Purchase Order 110197.

Requested By
Charlie Jackson/Larry M. Sapp

Originating Department
Facilities Management/Purchasing

Attachment(s) Description
Finance Report and Change Order

Documents Requiring Action
Finance Report and Change Order

Executive Summary
Request that the Board approve the Finance Report and Change Order 5 and 6, to Purchase Order 110197, issued to W W Gay Fire & Integrated Systems, Inc., in the amount of $13,400.00 and authorize the Chair's signature.

Background
Blanket Purchase Order 110197 to W W Gay Fire & Integrated Systems, Inc., was approved September 22, 2010 for the purchase of fire sprinkler and risers inspections and maintenance services in accordance with prices, conditions and specifications of Annual Bid Renewal 09-215 for the amount of $45,000.00. Change Order 5 will increase the Purchase Order by $8,000.00 and Change Order 6 will increase the Purchase Order by $5,400.00 for a new purchase order total of $71,400.00 Original PO Total : $45,000.00 Change Order 1 : $ 3,000.00 Change Order 2 : $ 8,000.00 Change Order 3 : $ 5,000.00 Change Order 4 : ($ 3,000.00) Change Order 5 : $ 8,000.00 Change Order 6: $ 5,400.00New Revised Total: $71,400.00

Issues
Rejecting this change order will inhibit the department's ability to serve Alachua County residents.

Fiscal Recommendation

Sufficient funds exist to cover the increase to the purchase order.

Fiscal Alternative(s)
n/a

Funding Sources
General Fund

Account Code(s)
001-1812-712.46-30, 001-1812-519.46-30

Attachment: 110197FR.pdf
Attachment: 110197CO6.pdf
Attachment: 110197CO5.pdf

Alachua County
Department of Administrative Services
Purchasing

Larry M. Sapp, CPPB
Purchasing Manager

Christy S. Winters, CPPB
Purchasing Supervisor

September 6, 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 #5 and #6, to Purchase Order #110197, issued to W W Gay Fire & Integrated Systems, Inc., for an increase of $13,400.00 for work to be done at various County Buildings. The new purchase order total is $71,400.00. Pricing, terms and conditions per Annual Bid Renewal #09-215.

ADMINISTRATIVE RECOMMENDATION:

That the Board approve the change orders and authorize the Chairperson's signature on the same.

APPROVED THIS 27 DAY OF September, 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
GAINESVILE, FL 32602
PHONE (352) 374-5202
FAX (352) 491-4569

ALL PACKING SLIPS, INVOICES AND CORRESPONDENCE MUST REFLECT THIS NUMBER

NO. 110197

ORDER DATE : 5/19/2010
REQ. NUMBER :
BID NUMBER :
BUYER : PRINCESS BROWN,
ACCOUNT NO. : SEE BELOW
VENDOR NO. : 7705000

CHANGE NO.: 6
DATE: 3/09/2011

VENDOR

VENDOR I.D. # ☐

W W GAY FIRE & INTEGRATED SYS
SYSTEMS INC.
2500 NE 10TH TERRACE
GAINESVILLE FL 32609

SHIP TO

ALACHUA COUNTY
FACILITIES MANAGEMENT
105 SE 1ST AVENUE
SUITE 2B
GAINESVILLE FL 32601-6893

ITEM	REQ'D	B/O	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
			********** CHANGE ORDER **********				
6			CO #6 TO INCREASE PO #110197 BY $5,400.00	5400.00	NA	1.0000	5400.00
						TOTAL	71400.00

REMARKS:

ORIGINAL PO TOTAL: $45,000.00
CHANGE ORDER #1: $ 3,000.00
CHANGE ORDER #2: $ 6,000.00
CHANGE ORDER #3: $ 5,000.00
CHANGE ORDER #4: ($ 3,000.00)
CHANGE ORDER #5: $ 8,000.00
CHANGE ORDER #6: $ 5,400.00
NEW REVISED TOTAL: $71,400.00

REQ. NO.	DATE	ACCOUNT NO.	PROJECT	AMOUNT
0000055081	7/23/2010	001181251	94630	35000.00

P/AB215/BO/11/FM/DENISE

BILLING INSTRUCTIONS TO VENDOR:

1. ALL PRODUCTS ARE TO BE SHIPPED F.O.B. GAINESVILLE, INSIDE DELIVERY, UNLESS OTHERWISE NOTED.
2. THIS PURCHASE ORDER IS SUBJECT TO AND GOVERNED BY ALL TERMS AND CONDITIONS ON THE REVERSE HEREOF.
3. MAIL ALL INVOICES TO THE SHIP TO ADDRESS AS STATED ABOVE.
4. FLORIDA SALES TAX EXEMPTION NO. 85-8013937423C-9

DATE APPROVED

VENDOR COPY

fmt BB 9-13-11 Jp

AUTHORIZED SIGNATURE

PURCHASE ORDER

ALL PACKING SLIPS, INVOICES AND CORRESPONDENCE MUST REFLECT THIS NUMBER

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. BOX 1467
GAINESVILE, FL 32602
PHONE (352) 374-5202
FAX (352) 491-4569

NO. 110197

ORDER DATE : 9/19/2010
REQ. NUMBER :
BID NUMBER :
BUYER : PRINCESS BROWN,
ACCOUNT NO. : SEE BELOW
VENDOR NO. : 7905800

CHANGE NO.: 6
DATE: 3/09/2011

** CONTINUED **

VENDOR

VENDOR I.D. # ☐

W W GAY FIRE & INTEGRATED SYS

SHIP TO

ALACHUA COUNTY

ITEM	REQ'D	B/O	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
			********** CHANGE ORDER **********				

REQ. NO.	DATE	ACCOUNT NO.	PROJECT	AMOUNT
0000055081	7/23/2010	00118127124630		10000.00
P/AB215/BO/11/FM/DENISE				
0000056033	3/08/2011	00118127124630		3000.00
CO/PO/11/FM/DD				
0000056111	3/30/2011	00118127124630		8000.00
CO/PO/11/FM/DD				
0000056205	5/04/2011	00118127124630		2000.00
CO/PO/11/FM/DD				
0000057433	8/24/2011	00118125124630		5000.00
CO/PO/11/FM/DD				
0000057433	8/24/2011	00118127124630		3000.00
CO/PO/11/FM/DD				

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

9-13-11

AUTHORIZED SIGNATURE

PURCHASE ORDER

ALL PACKING SLIPS, INVOICES AND CORRESPONDENCE MUST REFLECT THIS NUMBER

NO. 110197

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. BOX 1467
GAINESVILE, FL 32602
PHONE (352) 374-5202
FAX (352) 491-4569

ORDER DATE	9/19/2010
REQ. NUMBER	
BID NUMBER	
BUYER	PRINCESS BROWN,
ACCOUNT NO.	SEE BELOW
VENDOR NO.	7905800

CHANGE NO.: 6
DATE: 3/09/2011

** CONTINUED **

VENDOR

VENDOR I.D. # ☐

W W GAY FIRE & INTEGRATED SYS

SHIP TO

ALACHUA COUNTY

ITEM	REQ'D	B/O	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
			********** CHANGE ORDER **********				
			REQ. NO. DATE ACCOUNT NO. PROJECT			AMOUNT	
			0000057531 9/12/2011 001181251946 30 CO/PO/11/FM/DD			5400.00	

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

jms for Purchasing 9-13-11
AUTHORIZED SIGNATURE

PURCHASE ORDER

ALL PACKING SLIPS, INVOICES AND CORRESPONDENCE MUST REFLECT THIS NUMBER

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. BOX 1467
GAINESVILLE, FL 32602
PHONE (352) 374-5202
FAX (352) 491-4569

NO. 110197

ORDER DATE : 9/19/2010
REQ. NUMBER :
BID NUMBER :
BUYER : PRINCESS BROWN,
ACCOUNT NO. : SEE BELOW
VENDOR NO. : 7905800

CHANGE NO.: 5
DATE: 3/09/2011

VENDOR
VENDOR I.D. # ☐

W W GAY FIRE & INTEGRATED SYS
SYSTEMS INC.
2500 NE 18TH TERRACE
GAINESVILLE FL 32609

SHIP TO
ALACHUA COUNTY
FACILITIES MANAGEMENT
105 SE 1ST AVENUE
SUITE 2B
GAINESVILLE FL 32601-6893

ITEM	REQ'D	B/O	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
			********** CHANGE ORDER **********				
5			CO #5 TO INCREASE PO #110197 BY $8,000.00	8000.00	NA	1.0000	8000.00
						TOTAL	66000.00

REMARKS:

ORIGINAL PO TOTAL: $45,000.00
CHANGE ORDER #1: $ 3,000.00
CHANGE ORDER #2: $ 8,000.00
CHANGE ORDER #3: $ 5,000.00
CHANGE ORDER #4: ($ 3,000.00)
CHANGE ORDER #5: $ 8,000.00
NEW REVISED TOTAL: $66,000.00

REQ. NO.	DATE	ACCOUNT NO.	PROJECT	AMOUNT
0000055081	7/23/2010	001181251 94630		35000.00

P/AB215/BO/11/FM/DENISE

BILLING INSTRUCTIONS TO VENDOR:

1. ALL PRODUCTS ARE TO BE SHIPPED F.O.B. GAINESVILLE, INSIDE DELIVERY, UNLESS OTHERWISE NOTED.
2. THIS PURCHASE ORDER IS SUBJECT TO AND GOVERNED BY ALL TERMS AND CONDITIONS ON THE REVERSE HEREOF.
3. MAIL ALL INVOICES TO THE SHIP TO ADDRESS AS STATED ABOVE.
4. FLORIDA SALES TAX EXEMPTION NO. 85-8013937423C-9

DATE APPROVED

VENDOR COPY

AUTHORIZED SIGNATURE 9.13.11

PURCHASE ORDER

ALL PACKING SLIPS, INVOICES AND CORRESPONDENCE MUST REFLECT THIS NUMBER

NO. 110197

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. BOX 1467
GAINESVILLE, FL 32602
PHONE (352) 374-5202
FAX (352) 491-4569

ORDER DATE	9/19/2010
REQ. NUMBER	
BID NUMBER	
BUYER	PRINCESS BROWN, C
ACCOUNT NO.	SEE BELOW
VENDOR NO.	7905800

CHANGE NO.: 5
DATE: 3/09/2011

** CONTINUED **

VENDOR

VENDOR I.D. # ☐

W W GAY FIRE & INTEGRATED SYS

SHIP TO

ALACHUA COUNTY

ITEM	REQ'D	B/O	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
			********** CHANGE ORDER **********				

REQ. NO.	DATE	ACCOUNT NO.	PROJECT	AMOUNT
0000055081	7/23/2010	00118127124630		10000.00
P/AB215/BO/11/FM/DENISE				
0000056033	3/08/2011	00118127124630		3000.00
CO/PO/11/FM/DD				
0000056111	3/30/2011	00118127124630		8000.00
CO/PO/11/FM/DD				
0000056205	5/04/2011	00118127124630		2000.00
CO/PO/11/FM/DD				
0000057433	8/24/2011	00118125194630		5000.00
CO/PO/11/FM/DD				
0000057433	8/24/2011	00118127124630		3000.00
CO/PO/11/FM/DD				

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

September 27, 2011 Regular BoCC Meeting
Agenda Item #59

Title
Supervisor of Elections Rental Space: Fourth Amendment to the Lease Agreement between Alachua County Board of County Commissioners and Star Garage Corporation for Suite 8 in the Star Garage Building (Amended)

Amount
$141,767.88

Description
Request Approval of the Fourth Amendment to the Lease Agreement between Alachua County Board of County Commissioners and Star Garage Corporation for the Supervisor of Elections Rental Space.

Recommendation
Approve the Fourth Amendment to the Lease Agreement between Alachua County Board of County Commissioners and Star Garage Corporation for Rental Space, Star Garage, Suite 8, Supervisor of Elections, to extend the Lease through September 30, 2012.

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 and Star Garage Corporation (2 originals) Attachment A – Maintenance Plan

Documents Requiring Action
Fourth Amendment to the Agreement between Alachua County Board of County Commissioners and Star Garage Corporation for Rental Space, Star Garage, Suite 8, Supervisor of Elections.

Executive Summary
The Lease Agreement with the Star Garage Corporation for Office Space, Suite 8, Supervisor of Elections, expires on September 30, 2011. This Fourth Amendment to the Lease Agreement will commence on October 1, 2011 extending through September 30, 2012 (with option to renew for up to one (1) one-year period).

Background
The original Lease Agreement was approved by the Alachua County Board of County Commissioners (BoCC) for rental space located at 111 SE 1st Avenue, on April 11, 2006; the First Amendment was approved on June 26, 2007; the Second Amendment was approved on September 22, 2009; the Third Amendment was approved on September 28, 2010.

Issues
If the County elects not to approve the extension of the current lease, the Supervisor of Elections will be forced to operate in

limited space.

Fiscal Recommendation
Approve the Fourth Amendment to the Agreement between Alachua County and Star Garage Corporation to extend the lease through September 30, 2012

Fiscal Alternative(s)
Do not approve the Fourth Amendment and provide staff with direction.

Funding Sources
Administrative Services/Facilities Management General Fund

Account Code(s)
001-1814-513.44-10

Attachment: Star Grge Corp SOE Lease 4th Amedn Final.pdf
Attachment: soe maint plan.pdf

FOURTH AMENDMENT TO LEASE AGREEMENT BETWEEN ALACHUA COUNTY AND STAR GARAGE CORPORATION FOR SUPERVISOR OF ELECTIONS RENTAL SPACE

THIS FOURTH AMENDMENT TO THE LEASE AGREEMENT, made and entered into this 27 day of September, 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" of "Tenant", and "Star Garage Corporation, located at 3434 SW 24TH Avenue, Suite A, Gainesville, Florida 32607, herein after referred to as "Landlord";

WITNESSETH:

WHEREAS, the parties hereto previously entered into an agreement dated April 11, 2006 for property located at 111 SE 1st Avenue; First Amendment to the Agreement dated June 26, 2007; Second Amendment dated September 22, 2009; Third Amendment dated September 28, 2010; and,

WHEREAS, the parties wish to amend the agreement;

NOW, THEREFORE, the parties hereby agree to amend the April 11, 2006 Lease Agreement as follows:

A. Section 3, ***Term***, is amended to add the following:

> Section 3: Term. The term of this Lease shall be for a period of twelve (12) months commencing on October 1, 2011 and terminating on September 30, 2012 unless earlier terminated as provide herein. The County has the option to renew for up to one (1) one-year period at the terms and specifications and rents outlined herein. The County may terminate the lease during the renewal period by providing 90 days written notice to the landlord.
>
> For subsequent annual renewals of this Lease as provided above, the annual base rental shall not exceed the change in the Consumer Price Index over the prior term, not to exceed four (4) percent.

B. Section 5, ***Base Rental*** of the original Agreement, is amended in its entirety to read:

> Section 5. **Base Rental.** For the term October 1, 2011 through September 30, 2012, the County shall pay to the landlord monthly rental payments of Eleven Thousand Eight Hundred and Thirteen dollars and Ninety Nine Cents ($11,813.99). The rent for such term shall be payable in twelve (12) equal monthly payments in advance. The rent for this term shall be due on the first day of each month. The Landlord shall pay Tenant's water and electrical services for the leased premises. All rental payments shall be due on the first day of each month. The first payment shall be due on October 1, 2011. The Landlord shall submit a monthly invoice for payment at the following address:
>
> J. K. Irby
> Clerk of the Court
> Attention: Finance and Accounting
> Post Office Box 939
> Gainesville, FL. 32602
>
> The County shall submit monthly rental; payments to the Landlord at:
> Saul Silber Properties, Inc.
> 3434 SW 24th Avenue, Suite A
> Gainesville, Florida 32607

C. Section 8, **Services and Repairs** of the original Agreement is amended to add the following:

> Section 8: Services and Repairs. The landlord agrees to provide maintenance of the interior and exterior of the premises according to the Maintenance Plan (Attachment A).

D. This Fourth Amendment shall take effect upon expiration of the lease currently in effect at the terms and specifications contained therein.

SAVE and EXCEPT as expressly amended herein, all other terms and provision of the original Lease dated April 11, 2006, as amended, between the parties, shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Fourth Amendment to the Agreement to be executed for the uses and purposes therein expressed on the date first written above.

ALACHUA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By:_____
Lee Pinkoson, Chair

Date:_____

ATTEST:

_____
J.K. Irby, Clerk

(SEAL)

APPROVED AS TO FORM

_____
Alachua County Attorney's Office

ATTEST (corporate officer)

By: Bob Cockrell
Print: Bob Cockrell
Title: Commercial Property Manager, GM Saul S. Ibe Properties

STAR GARAGE CORPORATION

By:_____
Print:_____
Title:_____

Supervisor of Elections, Star Garage, Suite 8

Maintenance Action Plan

Janitorial Services

ATTACHMENT A

Assigned To		M	T	W	TH	F	Monthly	Semi-Anl	Annually
	Floors								
C	Carpet Cleaning & Extraction								
L	Tile Cleaning/Sweeping	•		•		•			
C	Tile Waxing & Sealing								
	Restrooms								
L	Mirrors	•		•		•			
L	Toilets	•		•		•			
L	Sinks	•		•		•			
L	Floor Sweeping	•		•		•			
L	Floor Scrubbing	•		•		•			
L	Empty Trash	•		•		•			
L	Walls/Partition			•					
	Offices								
L	Dusting			•					
L	High Dusting							•	
C	Vent Cleaning							•	
C	Furniture	•		•		•	•	•	•
L	Vacuum	•		•		•			
L	Wall/Door Cleaning						•	•	•
L	Horizontal Surfaces	•		•		•			
L	Empty Trash	•		•		•			
	Lobby								
L	Dusting								
C	Vent Cleaning			•					
C	Furniture								
L	Wall/Door Cleaning								
L	Horizontal Surfaces	•		•		•			
L	Empty Trash	•		•		•			
L	Water Fountain - Clean	•		•		•			

Assigned To - Legend: **C** = County / **L** = Lowe's Cleaning Service / **S** = Saul Silber (Landlord)

Supervisor of Elections, Star Garage, Suite 8

Maintenance Action Plan

Building Inspection Checklist

			M	T	W	TH	F	Monthly	Semi-An	Annually
INTERIOR:	**Maintenance**									
	Walls									
S		Cracks							•	
S		Paint Condition								As Needed
S		Evidence of Moisture								As Needed
	Doors									
S		Closers							•	
S		Exit Devices							•	
S		Locks and Misc Hardware							•	
S		Detiorated Surface							•	
	Structural System									
S		Rot, Splitting, Rust								•
S		Termits								•
S		Cracks								•
	Stairs & Handrails									
S		Loose Handrail								•
S		Worn/Loose Treads								•
S		Paint/Varnish								As Needed
S		Other								As Needed
	Interior Walls									
S		Cracks								•
S		Bulges								•
S		Paint Condition								•
S		Dirt							•	
S		Other								
	Ceiling									
S		Cracks								•
S		Bulges								•
S		Paint Condition								•
S		Dirt								•
S		Lighting								As Needed
S		Ceiling tiles								•
S		Other								
	Restrooms									
S		Paint Condition								•
S	Water Fountain - check for leaks									•

Assigned To - Legend: **C** = County / **L** = Lowe's Cleaning Service / **S** = Saul Silber (Landlord)

Supervisor of Elections, Star Garage, Suite 8

Maintenance Action Plan

Building Inspection Checklist

			M	T	W	TH	F	Monthly	Semi-Anl	Annually
EXTERIOR:	**Maintenance**									
	S	Sidewalk Sweeping							•	
	S	Gutter Cleaning								•
	S	Window Cleaning							•	
	S	Door Cleaning							•	
	Mechanicals									
	S	Clean/Replace AC filters						•		
	S	Clean evaporator coils								•
	S	Clean Outside condensor coils								•
	S	Check refigerant super heat in summer months								Summer
	S	Test expansion valve at super heat test time								•
	S	Check/Inspect/Replace thermostats								•
	S	Test amp load on compressor yearly to match factory energy rating								•
	S	Service all evaporator drain lines and clean A/H drain pans							•	
	S	Inspect all electrical breakers & contactors							•	
	S	Inspect all return and supply air lines for leaks								•
	S	Test and service reheat coils before winter								•
	S	Test all Shraeder valves for leaks								•
	S	Test for refrigerant leaks with sniff tester								•
	Roof Inspection									•
	S	Wet Insulation, Other								•
	S	Ponding								•
	S	Flashing & Counter Flashing								•
	S	Plumbing Vents, Cracks, Blisters								•
	S	Skylight Inspection								•

Assigned To - Legend: **C** = County / **L** = Lowe's Cleaning Service / **S** = Saul Silber (Landlord)

Maintenance Action Plan

Generator

		M	T	W	TH	F	Monthly	Semi-Ar	Annually
S	Check oil							•	
S	Check fuel							•	
S	Check battery							•	
S	Check motor							•	
S	Check for leaks							•	
S	Check wiring							•	
S	Check connections							•	
S	Check switches							•	
S	Check filter/strainer							•	
S	Check circuit breakers							•	
S	Run for 10 minutes for load test						•		
S	Test automatic transfer switch						•		
S	Lubricate as needed								As Needed

Assigned To - Legend: **C** = County / **L** = Lowe's Cleaning Service / **S** = Saul Silber (Landlord)

Janitorial Services

ATTACHMENT A

Assigned To		M	T	W	TH	F	Monthly	Semi-Anl	Annually
	Floors								
C	Carpet Cleaning & Extraction								
L	Tile Cleaning/Sweeping	•		•		•			
C	Tile Waxing & Sealing								
	Restrooms								
L	Mirrors	•		•		•			
L	Toilets	•		•		•			
L	Sinks	•		•		•			
L	Floor Sweeping	•		•		•			
L	Floor Scrubbing	•		•		•			
L	Empty Trash	•		•		•			
L	Walls/Partition			•					
	Offices								
L	Dusting			•					
L	High Dusting							•	
C	Vent Cleaning							•	
C	Furniture	•		•		•	•	•	•
L	Vacuum	•		•		•			
L	Wall/Door Cleaning						•	•	•
L	Horizontal Surfaces	•		•		•			
L	Empty Trash	•		•		•			
	Lobby								
L	Dusting								
C	Vent Cleaning			•					
C	Furniture								
L	Wall/Door Cleaning								
L	Horizontal Surfaces	•		•		•			
L	Empty Trash	•		•		•			
L	Water Fountain - Clean	•		•		•			

Assigned To - Legend: **C** = County / **L** = Lowe's Cleaning Service / **S** = Saul Silber (Landlord)

Supervisor of Elections, Star Garage, Suite 8

Maintenance Action Plan

Building Inspection Checklist

		M	T	W	TH	F	Monthly	Semi-Anl	Annually
INTERIOR:	**Maintenance**								
	Walls								
S	Cracks							•	
S	Paint Condition								As Needed
S	Evidence of Moisture								As Needed
	Doors								
S	Closers							•	
S	Exit Devices							•	
S	Locks and Misc Hardware							•	
S	Detiorated Surface							•	
	Structural System								
S	Rot, Splitting, Rust								•
S	Termits								•
S	Cracks								•
	Stairs & Handrails								
S	Loose Handrail								•
S	Worn/Loose Treads								•
S	Paint/Varnish								As Needed
S	Other								As Needed
	Interior Walls								
S	Cracks								•
S	Bulges								•
S	Paint Condition								•
S	Dirt							•	
S	Other								
	Ceiling								
S	Cracks								•
S	Bulges								•
S	Paint Condition								•
S	Dirt								•
S	Lighting								As Needed
S	Ceiling tiles								•
S	Other								
	Restrooms								
S	Paint Condition								•
S	Water Fountain - check for leaks								•

Assigned To - Legend: **C** = County / **L** = Lowe's Cleaning Service / **S** = Saul Silber (Landlord)

Building Inspection Checklist

			M	T	W	TH	F	Monthly	Semi-Anl	Annually
EXTERIOR:	**Maintenance**									
	S	Sidewalk Sweeping							•	
	S	Gutter Cleaning								•
	S	Window Cleaning							•	
	S	Door Cleaning							•	
	Mechanicals									
	S	Clean/Replace AC filters						•		
	S	Clean evaporator coils								•
	S	Clean Outside condensor coils								•
	S	Check refigerant super heat in summer months								Summer
	S	Test expansion valve at super heat test time								•
	S	Check/Inspect/Replace thermostats								•
	S	Test amp load on compressor yearly to match factory energy rating								•
	S	Service all evaporator drain lines and clean A/H drain pans							•	
	S	Inspect all electrical breakers & contactors							•	
	S	Inspect all return and supply air lines for leaks								•
	S	Test and service reheat coils before winter								•
	S	Test all Shraeder valves for leaks								•
	S	Test for refrigerant leaks with sniff tester								•
	Roof Inspection									•
	S	Wet Insulation, Other								•
	S	Ponding								•
	S	Flashing & Counter Flashing								•
	S	Plumbing Vents, Cracks, Blisters								•
	S	Skylight Inspection								•

Assigned To - Legend: **C** = County / **L** = Lowe's Cleaning Service / **S** = Saul Silber (Landlord)

Maintenance Action Plan

Generator

		M	T	W	TH	F	Monthly	Semi-Anl	Annually
S	Check oil							•	
S	Check fuel							•	
S	Check battery							•	
S	Check motor							•	
S	Check for leaks							•	
S	Check wiring							•	
S	Check connections							•	
S	Check switches							•	
S	Check filter/strainer							•	
S	Check circuit breakers							•	
S	Run for 10 minutes for load test						•		
S	Test automatic transfer switch						•		
S	Lubricate as needed								As Needed

Assigned To - Legend: **C** = County / **L** = Lowe's Cleaning Service / **S** = Saul Silber (Landlord)

Supervisor of Elections, Star Garage, Suite 8

Maintenance Action Plan

Janitorial Services

Assigned To		M	T	W	TH	F	Monthly	Semi-Anl	Annually
	Floors								
C	Carpet Cleaning & Extraction								
L	Tile Cleaning/Sweeping	•		•		•			
C	Tile Waxing & Sealing								
	Restrooms								
L	Mirrors	•		•		•			
L	Toilets	•		•		•			
L	Sinks	•		•		•			
L	Floor Sweeping	•		•		•			
L	Floor Scrubbing	•		•		•			
L	Empty Trash	•		•		•			
L	Walls/Partition			•					
	Offices								
L	Dusting			•					
L	High Dusting							•	
C	Vent Cleaning							•	
C	Furniture	•		•		•	•	•	•
L	Vacuum	•		•		•			
L	Wall/Door Cleaning						•	•	•
L	Horizontal Surfaces	•		•		•			
L	Empty Trash	•		•		•			
	Lobby								
L	Dusting								
C	Vent Cleaning			•					
C	Furniture								
L	Wall/Door Cleaning								
L	Horizontal Surfaces	•		•		•			
L	Empty Trash	•		•		•			
L	Water Fountain - Clean	•		•		•			

Assigned To - Legend: **C** = County / **L** = Lowe's Cleaning Service / **S** = Saul Silber (Landlord)

Maintenance Action Plan

Building Inspection Checklist

		M	T	W	TH	F	Monthly	Semi-Anl	Annually
INTERIOR:	**Maintenance**								
	Walls								
S	Cracks							•	
S	Paint Condition								As Needed
S	Evidence of Moisture								As Needed
	Doors								
S	Closers							•	
S	Exit Devices							•	
S	Locks and Misc Hardware							•	
S	Detiorated Surface							•	
	Structural System								
S	Rot, Splitting, Rust								•
S	Termits								•
S	Cracks								•
	Stairs & Handrails								
S	Loose Handrail								•
S	Worn/Loose Treads								•
S	Paint/Varnish								As Needed
S	Other								As Needed
	Interior Walls								
S	Cracks								•
S	Bulges								•
S	Paint Condition								•
S	Dirt							•	
S	Other								
	Ceiling								
S	Cracks								•
S	Bulges								•
S	Paint Condition								•
S	Dirt								•
S	Lighting								As Needed
S	Ceiling tiles								•
S	Other								
	Restrooms								
S	Paint Condition								•
S	Water Fountain - check for leaks								•

Assigned To - Legend: C = County / L = Lowe's Cleaning Service / S = Saul Silber (Landlord)

Supervisor of Elections, Star Garage, Suite 8

Maintenance Action Plan

Building Inspection Checklist

			M	T	W	TH	F	Monthly	Semi-Anl	Annually
EXTERIOR:	**Maintenance**									
	S	Sidewalk Sweeping							•	
	S	Gutter Cleaning								•
	S	Window Cleaning							•	
	S	Door Cleaning							•	
	Mechanicals									
	S	Clean/Replace AC filters						•		
	S	Clean evaporator coils								•
	S	Clean Outside condensor coils								•
	S	Check refigerant super heat in summer months								Summer
	S	Test expansion valve at super heat test time								•
	S	Check/Inspect/Replace thermostats								•
	S	Test amp load on compressor yearly to match factory energy rating								•
	S	Service all evaporator drain lines and clean A/H drain pans							•	
	S	Inspect all electrical breakers & contactors							•	
	S	Inspect all return and supply air lines for leaks								•
	S	Test and service reheat coils before winter								•
	S	Test all Shraeder valves for leaks								•
	S	Test for refrigerant leaks with sniff tester								•
	Roof Inspection									
	S	Wet Insulation, Other								•
	S	Ponding								•
	S	Flashing & Counter Flashing								•
	S	Plumbing Vents, Cracks, Blisters								•
	S	Skylight Inspection								•

Assigned To - Legend: C = County / L = Lowe's Cleaning Service / S = Saul Silber (Landlord)

Maintenance Action Plan

Generator

		M	T	W	TH	F	Monthly	Semi-Anl	Annually
S	Check oil							•	
S	Check fuel							•	
S	Check battery							•	
S	Check motor							•	
S	Check for leaks							•	
S	Check wiring							•	
S	Check connections							•	
S	Check switches							•	
S	Check filter/strainer							•	
S	Check circuit breakers							•	
S	Run for 10 minutes for load test						•		
S	Test automatic transfer switch						•		
S	Lubricate as needed								As Needed

Assigned To - Legend: **C** = County / **L** = Lowe's Cleaning Service / **S** = Saul Silber (Landlord)

September 27, 2011 Regular BoCC Meeting
Agenda Item #60

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

Amount
Acquisition $203,325. Stewardship $550.

Description
Request for the Board of County Commissioners to Execute the Second Amendment to the Option Contract to purchase a Conservation Easement on the Lake Forest Creek - Kincade and Tabone Tract and direct staff to complete due diligence and return to the Board for a final decision.

Recommendation
The Board should execute the Second Amendment to the Option Contracts to purchase a Conservation Easement on the Lake Forest Creek - Kincade and Tabone Tract.

Alternative(s)
The Board should not execute the Amendment and allow the Option Contract to terminate.

Requested By
Ramesh P. Buch 264-6804

Originating Department
Environmental Protection.

Attachment(s) Description
Exhibit 1: Second Amendment to Option Contract to purchase a Conservation Easement on the Lake Forest Creek-Kincade and Tabone Tract. Exhibit 2: First Amendment and Option. Exhibit 3: Site Evaluation.

Documents Requiring Action
Second Amendment to Option Contract to purchase a Conservation Easement on the Lake Forest Creek-Kincade and Tabone Tract. (Exhibit 1) 2 COPIES.

Executive Summary
Staff requests that the Board of County Commissioners (BoCC) execute the Second Amendment to Option Contract to purchase a Conservation Easement the Lake Forest Creek-Kincade and Tabone Tract. Within 90 days, staff will complete the necessary due diligence including Title, Survey and Environmental Assessments. Staff will return to the BoCC at a properly noticed public hearing for final action on these acquisitions.

Background
On March 22, 2011, the BoCC executed the attached Option Contract (Attachment A to Exhibit 2) to purchase a conservation easement on the subject property. The BoCC executed the First Amendment to the Agreement on June 28, 2011 providing an addition 90 days for both the seller and the County to complete some due diligence (Exhibit 2). The seller has completed their due diligence but the County has had some difficulty is securing professional surveying services. As a result the Sellers and County staff are requesting this extension. This Amendment extends the option period an additional 90 days. The BoCC added the 103-acre

Kincade and Tabone tract to their acquisition list on May 25, 2010. The tract is within the Lake Forest Creek Project (Exhibit 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 Lake Forest Creek Project Area falls within the Plan East Gainesville Project Area. The Plan East Gainesville-Final Report represents "a comprehensive economic revitalization plan that achieves a balance of environmental preservation with land development and improved transportation mobility" (page 2). The Report summarizes the Land Conservation Plan by the following paragraph, "Complementing the land use plan is a Land Conservation Element that establishes priorities for the preservation and protection of natural lands and enhancement of the area's unique natural resources. The land conservation plan has two primary objectives: 1) preserve and protect natural resources for the enjoyment of future generations, and 2) improve the visibility and access to those resources through amenities that enhance the appreciation and perception of the Eastside, and provide for improved connectivity between neighborhoods and commercial or economic centers. This is accomplished through the creation of a greenway network that restores waterways to improve water quality and provides for multi-use trails that connect community facilities and neighborhoods" (page 45). The Lake Forest Creek Greenway is within the Lake Forest Creek project area and is considered to be a priority in the plan. The Kincaide and Tabone tract is located approximately 1.2 miles east of SE 43rd Street and north of SE 8th Avenue, generally northeast of Eastside High School. It includes the former Dilcher Parcel (now owned by Kincaide and Tabone) and is adjacent to the north and east boundary of the Smith parcel. Both are also on the Boards Acquisition List. The large basin swamp that lies on the northern section of the Kincaide and Tabone property extends to the north and west. The northern portion of this wetland is owned by the State of Florida and drains to Newnan's Lake. In the other direction, other branches of Lake Forest Creek connect to Morningside Nature Center via State of Florida holdings. The Kincaide and Tabone parcel has road frontage on East University Avenue, a paved publicly maintained road. Alternate access is via an unpaved, private road, SE 8th Avenue. Dedicated but vacant roadways divide the tracts, however none of these "paper roads" have been cleared of vegetation. The property is composed of sandhill, mesic flatwoods, baygall, depression marsh, blackwater stream, and basin swamp. The wetland communities are in good to excellent condition. The depression marsh is in good condition except for hardwoods that are beginning to invade. Both the baygall and basin swamp are forested with mature native trees and are in good to excellent condition. A small segment of Lake Forest Creek traverses the property. Upstream it has been altered extensively; however, on the property it has not been altered. Fire-maintained communities are located on the southern portion of the property except for flatwoods that separate the baygall from the basin swamp. Prior to acquisition by the current owner, the property was long unburned and as a result most of the fire maintained natural communities had become invaded with off-site hardwoods such as laurel and water oaks. The current owner with the neighbor to the west has started an active restoration program involving mechanical and chemical treatment of off-site hardwoods, re-introduction of fire and species that will carry fire (grasses and longleaf pine). The sandhill that has undergone restoration treatments are in fair to good condition. Other areas of fire-type communities that have not been treated are in fair to poor condition. No invasive plants were noted during the visit. The County is offering to purchase the 103-acre Easement for $170,000 (about $1,650.48 per acre). The Easement grantors will continue to manage the property and the County's stewardship role is limited to annual monitoring.

Issues
None

Fiscal Recommendation
Acquisition: $203,325. Annual Stewardship $550.

Fiscal Alternative(s)
No additional expenditures.

Funding Sources
Wild Spaces and Public Places Surtax proceeds; Fund 326 Legacy Lands/Alachua Forever Grants/Partnerships

Account Code(s)
Funds 302-5576; 326-5576

Attachment: Exhibit 2 First Amendment and Option.pdf
Attachment: Exhibit 3 Kincaide Tabone Evaluation.pdf
Attachment: Exhibit 1 Kincaid Tabone Purch Opt 2nd Amend Final.pdf

FIRST AMENDMENT TO OPTION AGREEMENT SALE AND PURCHASE
BETWEEN ALACHUA COUNTY AND
IVOR KINCADE AND JULIANNE TABONE

THIS FIRST AMENDMENT TO AGREEMENT by and between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and IVOR KINCAIDE, a single man, and JULIEANNE TABONE; a single woman, whose address is 6336 Southeast County Road 234, Gainesville, Florida 32641, ("Sellers"), who are the owners in fee simple absolute of certain lands in Alachua County, Florida, as more particularly described in Attachment A, ("Property").

WITNESSETH:

WHEREAS, the parties hereto entered into that certain Agreement dated March 22, 2011, to sell to the County a Conservation Easement on the Property; and

WHEREAS, the Sellers needed considerable time to satisfy title defects and the County needs additional time to engage a surveyor to complete a boundary survey of the Property; and

WHEREAS, those actions delayed the timely completion of the necessary due diligence; and

WHEREAS, the Agreement contains an Option Period that expires on June 22, 2011; and

WHEREAS, the parties desire to amend the Agreement and extend the Option Period to complete the due diligence.

NOW, THEREFORE, the parties hereby agree to amend the Agreement, as follows:

> Paragraph 2. "OPTION TERMS" amended to read: "The option payment is One Hundred Dollars ($100.00) ("Option Payment"), the receipt and sufficiency of which is hereby acknowledged by Seller. Seller agrees to provide Purchaser with a completed W-9 form, upon Seller's request, in order to enable Purchaser to issue any checks provided for hereunder. The option may be exercised during the period beginning with Purchaser's execution of this Agreement and ending 180 days thereafter ("Option Expiration Date"). In the event Purchaser's funds in the amount of the Final Purchase Price (as hereinafter defined in paragraph 3.) are not available by the Option Expiration Date, the period of exercise of the option may be extended until such funds become available, not to exceed 60 days after the Option Expiration Date, by written notice to Seller."

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the Agreement as amended shall be and remain in full force and effect.

This first amendment shall be effective as of the date hereof upon specifications contained herein.

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

WITNESSES AS TO SELLER:

Rebecca D. Phillips
Print Name: Rebecca D. Phillips

Kathleen A. Mowery
Print Name: Kathleen A. Mowery

Rebecca D. Phillips
Print Name: Rebecca D. Phillips

Kathleen A. Mowery
Print Name: Kathleen A. Mowery

SELLERS

IVOR KINCAIDE, a single man

JULIEANNE TABONE, a single woman

Date signed by Seller: 06/13/11

REBECCA D. PHILLIPS
MY COMMISSION # DD 851652
EXPIRES: February 7, 2013
Bonded Thru Pichard Insurance Agency

STATE OF FLORIDA)
)
COUNTY OF ALACHUA)

SWORN TO and subscribed before me this 13 day of JUNE, 2011, by **IVOR KINCAIDE**, a single man. Such person(s) (Notary Public must check applicable box):

[ ] is/are personally known to me.
[✓] produced a current driver license(s).
[ ] produced K523-404-73-087.0 as identification.

(NOTARY PUBLIC SEAL)

Rebecca D. Phillips
Notary Public
Rebecca D. Phillips
(Printed, Typed or Stamped Name of Notary Public)
Commission No.: DD 851652
My Commission Expires: Feb. 7, 2013

STATE OF FLORIDA)
)
COUNTY OF ALACHUA)

SWORN TO and subscribed before me this 13 day of JUNE, 2011, by **JULIEANNE TABONE**, a single woman. Such person(s) (Notary Public must check applicable box):

[ ] is/are personally known to me.
[✓] produced a current driver license(s).
[ ] produced T150-421-73-919-0 as identification.

(NOTARY PUBLIC SEAL)

Rebecca D. Phillips
Notary Public
Rebecca D. Phillips
(Printed, Typed or Stamped Name of Notary Public)
Commission No.: DD 851652
My Commission Expires: Feb. 7, 2013

COUNTY

ALACHUA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By: _____
Lee Pinkoson, Chair

ATTEST:

_____
J.K. Irby, Clerk

APPROVED AS TO FORM

_____
Alachua County Attorney's Office

ATTACHMENT A. OPTION CONTRACT

RECEIVED
ALACHUA
COUNTY
MAR 3 0 2011
ENVIRONMENTAL
PROTECTION
DEPARTMENT

60B

OPTION AGREEMENT FOR SALE AND PURCHASE

WHEREAS, IVOR KINCAIDE, a single man, and **JULIEANNE TABONE,** a single woman, whose address is 6336 Southeast County Road 234, Gainesville, Florida 32641, are the owners in fee simple absolute of certain lands in Alachua County, Florida, as more particularly described below; and

WHEREAS, the owners intend that the conservation values of the referenced property be preserved and maintained by the continuation of land use patterns existing at the time of this grant that do not significantly impair or interfere with the property's conservation values; and

WHEREAS, the owners further intend, as owners of the property described in this Option Agreement, to convey to Alachua County the right to preserve and protect the conservation values of the referenced property in perpetuity; and

WHEREAS, Alachua County is authorized to acquire conservation easements for the purpose of protecting natural, scenic or open space values of real property, assuring its availability for agricultural, forest, recreational or open space use, protecting natural resources, maintaining or enhancing air or water quality, or preserving sites or properties of historical, architectural, archaeological or cultural significance; and

WHEREAS, Alachua County desires to honor the intentions of the owners to preserve and protect in perpetuity the conservation values of the property for the benefit of this generation, the generations to come and the people of Alachua County, pursuant to section 704.06, Florida Statutes;

NOW, THEREFORE:

THIS AGREEMENT is made this 22nd day of March, 2011, between the **IVOR KINCAIDE,** a single man, and **JULIEANNE TABONE,** a single woman, whose address is 6336 Southeast County Road 234, Gainesville, Florida 32641, as "Seller" and **ALACHUA COUNTY**, a charter county and political subdivision of Florida (the "County"), with an address at 12 S.E. 1st Street, Gainesville, FL 32602-2877, and its successors and assigns, as "Purchaser."

1. GRANT OF OPTION. Seller hereby grants to Purchaser and its successors and assigns the exclusive option to purchase a perpetual conservation easement (the "Easement") in the real property located in Alachua County, Florida, described in Exhibit "A" ("Property"), in accordance with the provisions of this Agreement. This Agreement becomes legally binding upon execution by the parties but exercise of the option is effective only if Purchaser gives written notice of exercise to Seller. The exercise of the option is subject to approval by the Alachua County Board of County Commissioners (the "Board") and is effective only if Purchaser gives written notice of exercise to the Seller. The Board's representative in all matters shall be the Alachua County Environmental Protection Department, 201 SE 2nd Avenue, Suite 201, Gainesville, Florida 32601 (the "County").

2. OPTION TERMS. The option payment is One Hundred Dollars ($100.00) ("Option Payment"), the receipt and sufficiency of which is hereby acknowledged by Seller. Seller agrees to provide Purchaser with a completed W-9 form, upon Seller's request, in order to enable Purchaser to issue any checks provided for hereunder. The option may be exercised during the period

Page 645 of 1201

beginning with Purchaser's execution of this Agreement and ending 90 days thereafter ("Option Expiration Date"). In the event Purchaser's funds in the amount of the Final Purchase Price (as hereinafter defined in paragraph 3.) are not available by the Option Expiration Date, the period of exercise of the option may be extended until such funds become available, not to exceed 60 days after the Option Expiration Date, by written notice to Seller.

3. A. PURCHASE PRICE. The purchase price for the Easement is ONE HUNDRED SEVENTY THOUSAND DOLLARS AND 100/100 ($170,000.00) ("Initial Purchase Price") which, after credit for the amount of the Option Payment, will be paid in cash (or, if this option is assigned to the Board, by County check) at closing. Seller hereby authorizes Purchaser to issue a County check or deliver cash for the Purchase Price directly to an escrow agent who is authorized by law to receive such payment, and who is acceptable to Purchaser, and to require the escrow agent to pay Seller's expenses of sale.

4. A. ENVIRONMENTAL SITE ASSESSMENT. Purchaser, prior to the exercise of the option and at its sole cost and expense, may conduct an environmental site assessment of the Property to determine the existence and extent, if any, of any Hazardous Materials on the Property. For purposes of this Agreement "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste of any kind or any other substance which is regulated by any Environmental Law (as hereinafter defined in paragraph 4.B.).

B. HAZARDOUS MATERIALS. In the event that the environmental audit provided for in paragraph 4.A. confirms the presence of Hazardous Materials on the Property, Purchaser, at its sole option, may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. Should Purchaser elect not to terminate this Agreement, Seller shall, at its sole cost and expense and prior to the exercise of the option and closing, promptly commence and diligently pursue any assessment, clean up and monitoring of the Property necessary to bring the Property into full compliance with any and all applicable federal, state or local laws, statutes, ordinances, rules, regulations or other governmental restrictions regulating, relating to, or imposing liability or standards of conduct concerning Hazardous Materials ("Environmental Law"). However, should the estimated cost to Seller of clean up of Hazardous Materials exceed a sum which is equal to 2% of the Final Purchase Price as stated in paragraph 3., Seller may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. In the event that Hazardous Materials placed on the Property prior to closing are discovered after closing, Seller shall remain obligated hereunder, with such obligation to survive the closing and delivery and recording of the easement, to diligently pursue and accomplish the clean up of Hazardous Materials in a manner consistent with all applicable Environmental Laws and at Seller's sole cost and expense.

Further, in the event that neither party elects to terminate this Agreement as provided above, Seller shall indemnify and save harmless and defend Purchaser, its officers, servants, agents and employees from and against any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of whatsoever kind arising from Hazardous Materials placed on the Property prior to closing whether the Hazardous Materials are discovered prior to or after closing. Seller shall defend, at his sole cost and expense, any legal action, claim or proceeding instituted by any person against Purchaser as a result of any claim, suit, or cause of action for injuries to body, life, limb or property for which Hazardous Materials placed on the Property prior to closing are alleged to be a contributing legal cause. Seller shall save Purchaser harmless from and against all judgments,

orders, decrees, attorney's fees, costs, expenses and liabilities in and about any such claim, suit, investigation or defense thereof, which may be entered, incurred or assessed as a result of the foregoing.

5. SURVEY. Purchaser may have the Property surveyed at its expense. If the survey ("Survey"), certified by professional surveyor and mapper licensed by the State of Florida, shows any encroachment on the Property or that improvements intended to be located on the Property encroach on the land of others, the same shall be treated as a title defect.

6. TITLE INSURANCE. Purchaser may provide a marketable title insurance commitment, to be followed by an owner's marketable title insurance policy (ALTA Form "B" with Florida revisions) from a title insurance company approved by Purchaser, insuring marketable title to the Easement in the amount of the purchase price. Seller shall reimburse Purchaser for Purchaser's cost of the owner's title insurance policy referenced herein (limited to the title insurance premium, abstracting or search fee, title examination fee, and closing fee). Seller's reimbursement for title costs shall be offset against and deducted from the Final Purchase Price to be paid to Seller, or Seller's designated agent, at closing. If Seller defaults under this Agreement, Seller shall reimburse Purchaser for all costs incurred in obtaining the title insurance commitment. Purchaser's remedy for default under the provisions of this paragraph is cumulative to all other remedies available to Purchaser at law and in equity.

7. DEFECTS IN TITLE. If the title insurance commitment or Survey furnished pursuant to this Agreement discloses any defects in title that are not acceptable to Purchaser, Seller shall, within 90 days after notice from Purchaser, remove said defects in title. Seller agrees to use diligent effort to correct the defects in title within the time provided therefore, including the bringing of necessary suits. Defects arising from liens against the Property shall be satisfied at closing from Seller's proceeds. If Seller is unsuccessful in removing any title defects within said time, Purchaser shall have the option to either: (a) accept the title as it then is with a reduction in the Purchase Price by an amount mutually agreed to by the parties, (b) accept the title as it then is with no reduction in the Purchase Price, (c) extend the amount of time that Seller has to remove the defects in title, or (d) terminate this Agreement, thereupon releasing Purchaser and Seller from all further obligations under this Agreement. If Seller fails to make a diligent effort to remove the title defects, Seller shall be in default and the provisions of paragraph 16. of this Agreement shall apply.

Seller acknowledges that Paragraph 11 of the Declaration of Restrictions, Protective Covenants and Easements for Parcels A-F, Lake Forest-Lake Farms recorded in Plat Book 1873, Page 1487, Alachua County, contains certain drainage rights that are unacceptable title defects (the "Drainage Rights"). Seller represents and warrants that all those rights belong exclusively to Seller, and Seller shall resolve the Drainage Rights title defect to the Purchaser's satisfaction prior to the Option Expiration Date. Notwithstanding anything contained herein to the contrary, if Seller fails to resolve the Drainage Rights title defect prior to the Option Expiration Date, then Seller shall be in default and the provisions of paragraph 16. of this Agreement shall apply.

8. INTEREST CONVEYED. At closing, Seller shall execute and deliver to Purchaser a perpetual, enforceable conservation easement in substantially the same form as attached hereto as Exhibit "B", free and clear of all liens, reservations, restrictions, easements, leases, tenancies and other encumbrances, except for those that are acceptable encumbrances in the sole discretion of

Purchaser and do not impair the marketability of the title to the Easement, and the lien of ad valorem taxes for the year of closing that are not yet due and payable.

9. SUBORDINATION. If at the time of conveyance of the Easement, the Property is subject to a mortgage or other liens and encumbrances not accepted by Purchaser and Seller elects to subordinate such encumbrances rather than satisfy them at closing, Seller shall obtain the agreement of the holder of such encumbrances, by separate instrument that will be recorded immediately after the Easement, to subordinate its rights in the Property to the Easement.

10. A. PREPARATION OF CLOSING DOCUMENTS. Upon execution of this Agreement, Seller shall submit to Purchaser a properly completed and executed beneficial interest affidavit and disclosure statement as required by Sections 286.23, and 380.08(2), Florida Statutes, on forms provided by Purchaser. Purchaser shall prepare the easement described in paragraph 8. of this Agreement, Purchaser's and Seller's closing statements and the title, possession and lien affidavit certified to Purchaser and title insurer in accordance with Section 627.7842, Florida Statutes, and an environmental affidavit in the form attached hereto as Exhibit "C".

B. BASELINE DOCUMENTATION. Purchaser shall prepare baseline documentation adequately documenting the condition of the Property at the date of closing. The cost of the baseline documentation shall be borne by Seller. If the form of conservation easement provides for use of a management plan, the management plan shall be prepared as a part of the baseline documentation and the cost therefore absorbed in the same manner the cost of the baseline documentation is absorbed.

11. EXPENSES. Seller will pay the documentary revenue stamp tax and all other taxes or costs associated with the conveyance, including the cost of recording the easement described in paragraph 8. of this Agreement and any other recordable instruments which the title company deems necessary to assure good and marketable title to the Conservation Easement.

12. TAXES AND ASSESSMENTS. At closing, Seller shall satisfy all real estate taxes and assessments that are a lien against the Property. Ad valorem taxes on the Property and any assessments on the Property for the year of closing and for all subsequent years shall be and remain the expense of Seller.

13. CLOSING PLACE AND DATE. The closing shall be on or before 30 days after Purchaser exercises the option; provided, however, that if a defect exists in the title to the Property, title commitment, Survey, environmental audit, or any other documents required to be provided or completed and executed by Seller, the closing shall occur either on the original closing date or within 20 days after receipt of documentation curing the defects, whichever is later. The date, time and place of closing shall be set by Purchaser.

14. RISK OF LOSS AND CONDITION OF REAL PROPERTY. Seller assumes all risk of loss or damage to the Property prior to the date of closing and warrants that the Property shall be transferred and conveyed to Purchaser in the same or essentially the same condition as of the date of Seller's execution of this Agreement, ordinary wear and tear excepted. If the condition of the Property is altered by an act of God or other natural force beyond the control of Seller, however, Purchaser may elect, at its sole option, to terminate this Agreement and neither party shall have any further obligations under this Agreement. Seller represents and warrants that there are no parties

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other than Seller in occupancy or possession of any part of the Property. Seller warrants that there are no facts known to Seller materially affecting the value of the Property that are not readily observable by Purchaser or that have not been disclosed to Purchaser.

Seller agrees to clean up and remove all abandoned personal property, refuse, garbage, junk, rubbish, trash and debris (hereafter, "trash and debris") from the Property to the satisfaction of Purchaser prior to the exercise of the option by Purchaser. If the Seller does not remove all trash and debris from the Property prior to closing, Purchaser at its sole option, may elect to: (a) deduct the expense necessary to remove trash and debris from the Seller's proceeds of sale up to but not to exceed $5,000 and proceed to close, with the Purchaser incurring any additional expenses necessary to remove all trash and debris and clean up the Property subsequent to closing, (b) extend the amount of time the Seller has to remove all trash and debris from the Property, (c) terminate this Agreement, and neither party shall have any further obligations under the Agreement.

15. RIGHT TO ENTER PROPERTY AND POSSESSION. Seller agrees that from the date this Agreement is executed by Seller, Purchaser and its agents, upon reasonable notice, shall have the right to enter the Property for all lawful purposes in connection with this Agreement.

16. ACCESS. Seller warrants that there is legal and practical ingress and egress for the benefit of the holder of the Conservation Easement over public roads or valid, recorded easements for the use and benefit of and as an appurtenance to the Conservation Easement.

17. DEFAULT. If Seller defaults under this Agreement, Purchaser may waive the default and proceed to closing, seek specific performance, or refuse to close and elect to receive the return of any money paid, each without waiving any action for damages, or any other remedy permitted by law or in equity resulting from Seller's default.

18. BROKERS. Seller warrants that no persons, firms, corporations or other entities are entitled to a real estate commission or other fees as a result of this Agreement or subsequent closing, except as accurately disclosed on the disclosure statement required in paragraph 9. Seller shall indemnify and hold harmless Purchaser from any and all such claims, whether disclosed or undisclosed.

19. RECORDING. A memorandum giving notice of this Agreement may be recorded by Purchaser in the appropriate county or counties.

20. ASSIGNMENT. This Agreement may be assigned by Purchaser, in which event Purchaser will provide written notice of assignment to Seller. Seller may not assign this Agreement without the prior written consent of Purchaser.

21. TIME. Time is of essence with respect to all dates or times set forth in this Agreement.

22. SEVERABILITY. If any of the provisions of this Agreement are deemed to be unenforceable and the unenforceability of said provisions does not adversely affect the purpose and intent of this Agreement, in Purchaser's sole discretion, the enforceability of the remaining provisions of this Agreement shall not be affected.

23. SUCCESSORS IN INTEREST. This Agreement shall bind and inure to the benefit of Seller and Purchaser and their respective heirs, legal representatives, successors and assigns. Whenever used, the singular shall include the plural and one gender shall include all genders.

24. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by the parties. Notwithstanding the foregoing, the parties acknowledge that the legal description contained in Exhibit "A" was prepared based upon historic chain of title information, without the benefit of a current survey of the Property. The parties agree that if, in the opinion of Purchaser, it becomes necessary to amend the legal description of the Property to correct errors, to more properly describe the Property, to cut out portions of the Property affected by title defects that cannot be timely removed by the Seller, or to otherwise revise the legal description of the Property, the legal description to be used in the Survey (if any) and in the closing instruments required by this Agreement shall be revised by or at the direction of Purchaser, and shall be subject to the final approval of Purchaser. Anything to the contrary hereinabove notwithstanding, such a revision of the legal description of the Property shall not require a written amendment to this Agreement. In such event, the Seller's execution and delivery of the closing instruments containing the revised legal description and the Purchaser's acceptance of said instruments and of the final Survey (if any) containing the revised legal description shall constitute a full and complete ratification and acceptance of the revised legal description of the Property by the parties.

25. WAIVER. Failure of Purchaser to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right; but the same shall remain in full force and effect.

26. AGREEMENT EFFECTIVE. This Agreement or any modification, amendment or alteration thereto, shall not be effective or binding upon any of the parties hereto until it has been executed by all of the parties.

27. ADDENDUM. Any addendum attached hereto that is signed by the parties shall be deemed a part of this Agreement.

28. NOTICE. Whenever either party desires or is required to give notice unto the other, it must be given by written notice, and either delivered personally, transmitted via facsimile transmission, mailed postage prepaid, or sent by overnight courier to the appropriate address indicated on the first page of this Agreement, or such other address as is designated in writing by a party to this Agreement.

29. SURVIVAL. The covenants, warranties, representations, indemnities and undertakings of Seller set forth in this Agreement shall survive the closing, the delivery and recording of the easement described in paragraph 8. of this Agreement.

30. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

31. NONCASH CHARITABLE CONTRIBUTION. Notwithstanding anything in this Agreement to the contrary, it is understood between the parties that it is Seller's intent to claim a noncash charitable contribution to the County. Purchaser acknowledges that the Seller intends to claim a noncash charitable contribution to the County. Purchaser's acknowledgment, however, does not represent any concurrence in the Seller's claimed fair market value. Upon receipt of the Property, Purchaser agrees to complete Part IV of Internal Revenue Service form 8283 for Seller.

THIS AGREEMENT IS INITIALLY TRANSMITTED TO THE SELLER AS AN OFFER. IF THIS AGREEMENT IS NOT EXECUTED BY THE SELLER ON OR BEFORE NOVEMBER 31, 2010, THIS OFFER WILL BE VOID UNLESS THE PURCHASER, AT ITS SOLE OPTION, ELECTS TO ACCEPT THIS OFFER.

THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT ON SELLER UPON SELLER'S EXECUTION OF THE AGREEMENT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THE EXERCISE OF THIS OPTION IS SUBJECT TO: (1) CONFIRMATION THAT THE FINAL PURCHASE PRICE IS NOT IN EXCESS OF THE COUNTY APPROVED VALUE OF THE EASEMENT, AND (2) COUNTY APPROVAL OF ALL DOCUMENTS TO BE FURNISHED HEREUNDER BY SELLER.

WITNESSES AS TO SELLER

Print Name: SARAH SALOMO

Print Name: Carlos A Martinez Jr

Print Name: SARAH SALOMO

Print Name: CARLOS A MARTINEZ JR

SELLER

IVOR KINCAIDE, a single man

JULIEANNE TABONE, a single woman

Date signed by Seller: 11/5/10

STATE OF FLORIDA)
)
COUNTY OF ALACHUA)

SWORN TO and subscribed before me this 5TH day of November, 2010, by **IVOR KINCAIDE**, a single man. Such person(s) (Notary Public must check applicable box):

[ ] is/are personally known to me.
[X] produced a current driver license(s).
[ ] produced _____ as identification.

CARLOS A. MARTINEZ, JR.
MY COMMISSION # DD 668991
EXPIRES: May 28, 2011
Bonded Thru Pichard Insurance Agency

(NOTARY PUBLIC SEAL)

Notary Public
Carlos A Martinez Jr
(Printed, Typed or Stamped Name of Notary Public)
Commission No.: DD 668991
My Commission Expires: May 28, 2011

STATE OF FLORIDA)
)
COUNTY OF ALACHUA)

SWORN TO and subscribed before me this 5TH day of November, 2010, by **JULIEANNE TABONE**, a single woman. Such person(s) (Notary Public must check applicable box):

[ ] is/are personally known to me.
[X] produced a current driver license(s).
[ ] produced _____ as identification.

CARLOS A. MARTINEZ, JR.
MY COMMISSION # DD 668991
EXPIRES: May 28, 2011
Bonded Thru Pichard Insurance Agency

(NOTARY PUBLIC SEAL)

Notary Public
Carlos A Martinez Jr
(Printed, Typed or Stamped Name of Notary Public)
Commission No.: DD 668991
My Commission Expires: May 28, 2011

PURCHASER

BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY, FLORIDA

ATTEST:

J.K. Irby, Clerk

By: _____
, Chairman

Approved as to form:

_____
County Attorney

(SEAL)

EXHIBIT A TO OPTION AGREEMENT
LEGAL DESCRIPTION

LEGAL DESCRIPTION:

LOTS 38, 39, 40, 38A, 39A & 40A OF "LAKE FOREST – GAINESVILLE – LAKE FARMS", A SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK "A", PAGE 152 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

AND, THE EAST TEN (10) ACRES OF AN UNNUMBERED LOT IN SAID PLAT, SAID UNNUMBERED LOT BEING MORE PARTICULARLY DESCRIBED AS THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 10 SOUTH, RANGE 21 EAST, ALACHUA COUNTY, FLORIDA, LESS ANY RIGHT–OF–WAY AS PER PLAT THEREOF.

TOGETHER WITH:

LOTS 41, 42, 43, 41A, 42A & 43A OF "LAKE FOREST – GAINESVILLE – LAKE FARMS", A SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK "A", PAGE 152 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

AND, AN UNNUMBERED LOT IN SAID PLAT, SAID UNNUMBERED LOT BEING MORE PARTICULARLY DESCRIBED AS THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 10 SOUTH, RANGE 21 EAST, ALACHUA COUNTY, FLORIDA, LESS ANY RIGHT–OF–WAY AS PER PLAT THEREOF.

TOGETHER WITH: O.R. BOOK 2053–745

LOTS 44, 45 & 46 OF "LAKE FOREST FARMS", AS PER PLAT THEREOF RECORDED IN PLAT BOOK "A", PAGE 152, PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

EXHIBIT B
CONSERVATION EASEMENT

This instrument prepared by and return to:
David Wagner, County Attorney
Alachua County
P.O. Box 2877
Gainesville, Florida 32602-2877

Project Name: Kincaide & Tabone

DEED OF CONSERVATION EASEMENT

THIS GRANT OF CONSERVATION EASEMENT is made this _____ day of _____, 2010, by **IVOR KINCAIDE and JULIEANNE TABONE,** whose address is 6336 SE CR 234 Gainesville ("Grantor"), in favor of **ALACHUA COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose address is P. O. Box 2877, Gainesville, Florida, 32602-2877, ("Grantee").

The terms "Grantor" and "Grantee" shall include the singular and the plural, and the successors and assigns of Grantor and Grantee, and the provisions of this Conservation Easement shall be binding upon and inure to the benefit of Grantor, Grantee and their successors and assigns.

RECITALS

WHEREAS, Grantor is the sole owner in fee simple of certain real property in Alachua County, Florida, more particularly described in Exhibit "A" attached hereto and incorporated by reference (hereinafter, the "Property"); and,

WHEREAS, the Property qualifies as "a relatively natural habitat of fish, wildlife, or plants, or similar ecosystems," as that phrase is used in Section 170(h)(4)(a)(ii) of the Internal Revenue Code; and

WHEREAS, Grantor and Grantee mutually recognize the natural, scenic and special character of the Property and have the common purpose of conserving certain natural values and character of the Property by conveyance to Grantee of a perpetual Conservation Easement on, under, over, and across the Property, to conserve the Property's character, ecological integrity, hydrologic integrity, and geologic features and to protect the animal and plant populations on the Property; altogether known as the "Conservation Values" of the Property and further described below that make the Property unique and important to protect; and

WHEREAS, approximately 50% of the Property is comprised of upland natural communities, including Upland Mixed Forest, Upland Pine Forest, Sandhill and Pine Flatwoods, portions of which provide habitat for many species including deer, fox, songbirds, the state listed Gopher Tortoise and the Florida Natural Areas Inventory listed Eastern diamondback rattlesnake; and

WHEREAS, the remainder of the Property is comprised of a high quality Basin Swamp system with a portion of Lake Forest Creek, a good-quality Blackwater Stream, running through the swamp. The Property lies within the Newnan's Lake watershed and flows into Newnan's Lake via a series of drains. A small Sinkhole Lake is located in the south-central portion of the Property. These wetland areas provide habitat for the state and federally listed American alligator; and

WHEREAS, the specific Conservation Values of the Property are documented in the "Baseline Documentation Report for the Kincaide & Tabone Conservation Easement Tract in Alachua County, Florida", ("Baseline Documentation"), dated _____ which consists of reports, maps, photographs, and other documentation that the parties agree provide, collectively, an accurate representation of the Property at the time of this grant, and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant and which Baseline Documentation establishes the condition of the Property at the time of the gift as provided in Treasury Regulation Section 1.170A-14(g)(5). The Baseline Documentation shall be signed by Grantor and Grantee and shall be maintained on file with Grantor and also in the offices of the Alachua County Environmental Protection Department and is incorporated by this reference. A copy of the Baseline Documentation is available from the County department on request. Exhibit "B" contains a copy of a map of the Property as contained within the Baseline Documentation; and

WHEREAS, Grantor desires to ensure that the Conservation Easement granted herein complies with the provisions of Section 2031(c) of the Internal Revenue Code, relating to the Federal Estate Tax treatment of lands subject to a qualified conservation easement, and intends that the lands which are the subject of this Conservation Easement will so qualify for such treatment; and

WHEREAS, Grantor intends that the Conservation Values of the Property be preserved and maintained by the continuation of those existing land use patterns that do not impair or interfere with those values; and

WHEREAS, Grantee is an agency authorized under the provisions of §704.06, Florida Statutes, and Section 170(h) of the Internal Revenue Code, to hold Conservation Easements for the preservation and protection of land in its natural, scenic, historical, agricultural, forested or open space condition; and

WHEREAS, Grantee agrees by accepting this grant to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the Conservation Values of the Property for the benefit of this generation and the generations to come; and

WHEREAS, the fact that any use of the Property that is expressly prohibited by the terms of this Conservation Easement may become greatly more economically valuable than uses allowed by the terms of this Conservation Easement, or that neighboring properties may, in the future, be put entirely to uses that are not allowed by this Conservation Easement has been considered by Grantor in granting this Conservation Easement and by Grantee in accepting it; and

WHEREAS, Grantor further intends, as owner of the Property, to convey to Grantee the right to preserve and protect the Conservation Values of the Property in perpetuity as defined herein; and

THEREFORE, to achieve these purposes, and in consideration of the sum of one hundred dollars ($100.00) and other good and valuable consideration, including but not limited to the above and the mutual covenants, terms, conditions, and restrictions contained herein, the receipt and sufficiency of which is acknowledged, and pursuant to the laws of Florida, and in particular §704.06, Florida Statutes, but without intending the validity of this Conservation Easement to be dependent on the continuing existence of such laws, Grantor hereby voluntarily grants and conveys to Grantee a Conservation Easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth ("Conservation Easement").

ARTICLE I. DURATION OF CONSERVATION EASEMENT

This Conservation Easement shall be perpetual. It is a Conservation Easement, runs with the land, and is enforceable by Grantee against Grantor, Grantor's personal representatives, heirs, successors and assigns, lessees, agents, and licensees.

ARTICLE II. PURPOSE OF CONSERVATION EASEMENT

The purpose of this Conservation Easement ("Purpose") is to retain, maintain and enhance the wildlife, plants and natural communities of the Property in their natural, scenic, wooded condition by preserving in perpetuity the Conservation Values of the Property, as described above and as depicted in the Baseline Documentation, through land stewardship practices guided by the following principles:

- Maintenance, enhancement and ecological restoration of wildlife habitat;
- Protection of unique and fragile natural areas and rare species habitats;
- Maintenance of the value of the resource in avoiding land fragmentation;
- Protection of open space and the scenic and other distinctive natural characteristics of the landscape;
- Maintenance of soil productivity and control of soil erosion; and
- Protection of surface water quality and recharge to the Floridan Aquifer, wetlands, and riparian areas.

Grantor intends that this Conservation Easement will confine the use of the Property to such existing uses and to such future activities, as are consistent with the Purpose of this Conservation Easement.

ARTICLE III. RIGHTS GRANTED TO GRANTEE

To accomplish the Purpose of this Conservation Easement, the following rights are conveyed to Grantee by this Conservation Easement:

A. PROTECTION OF CONSERVATION VALUES
The right to enforce protection of the Conservation Values of the Property.

B. TRANSFER AND ASSIGNMENT
The right of Grantee to assign its rights and obligations under this Conservation Easement, but only to an organization that is, at the time of the assignment, both (i) a "qualified organization" as that term is defined in Section 170(h) of the Internal Revenue Code, and (ii) authorized to acquire and hold conservation easements under Section 704.06 of the Florida Statutes (or any successor provision then applicable). As a condition of such transfer, Grantee shall require that any successor or assignee shall take the land subject to the reservations, restrictions and obligations of Grantor as to the use of the Property so that the Purpose of this grant may continue to be carried out.

C. GRANTEE'S ACCESS AND MONITORING
The right of ingress and egress to the Property and to enter upon the Property at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Conservation Easement; provided that such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property.

D. PROTECTION OF GRANTEE'S INTEREST
The right to prevent any activity on or use of the Property that is inconsistent with the Purpose or provisions of this Conservation Easement or the Conservation Easement Stewardship Plan, and to require Grantor's restoration of such areas or features of the Property that may be damaged by any such inconsistent activity or use, at Grantor's cost.

E. PROTECTION OF NATURAL RESOURCES
The right to have the Property maintained as reflected in the Baseline Documentation, as the Property may develop through the forces of nature hereafter and subject only to the exercise of Grantor's reserved rights and the Rights Granted to the Grantee, as described in this Conservation Easement.

F. RIGHT OF FIRST REFUSAL
Grantor hereby grants to Grantee a "Right of First Refusal" to purchase the Property, or any interest in the Property, which Grantor hereafter wishes to sell. Grantor shall notify Grantee in writing of Grantor's intent to accept an offer to sell the Property, or any interest in it, to a third party purchaser. Grantee shall have one-hundred twenty (120) days from receipt of such notification within which to provide Grantee's written notice to Grantor of Grantee's intention to purchase the Property upon the same terms and conditions as said offer. If Grantee notifies the Grantor that Grantee has decided not to purchase the Property, or, in the event Grantee fails to notify Grantor, within one-hundred twenty (120) days, of its intent to purchase the Property, then Grantor may sell the Property to the person named in Grantor's notice. If Grantor does not sell the Property to said named person under the terms and conditions represented to Grantee, then Grantee shall have the same right of first refusal before Grantor may accept an offer from another purchaser. This right of first refusal shall apply to any voluntary or involuntary transfer of the Property to any other entity, including a devise by will or intestacy; however, this right of first refusal is not applicable to a transfer of Grantor's property by Grantor to Grantor's spouse,

children, or grandchildren. The parties specifically intend that this right of first refusal shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, transferees, assigns and successors. Grantor also agrees to notify Grantee in writing whenever Grantor wishes to sell the Property and to offer to sell the Property to Grantee. Upon receipt of such notice, Grantee shall have the same one-hundred twenty (120) day period mentioned above to provide notice to Grantor of Grantee's intent to purchase. If Grantee does not purchase the Property for any reason, then Grantor may sell the Property to anyone within a one-year period. If Grantor has not sold the Property within one year, then Grantee's right of first refusal reattaches to the Property.

G. INDEMNIFICATION

The right to be indemnified by Grantor for any and all liability, loss, damage, expense, judgment or claim (including a claim for attorney fees) arising out of any negligent or willful action or activity resulting from Grantor's use and ownership of or activities on the Property or the use of or activities of Grantor's agents, guests, lessees or invitees on the Property or arising out of any condition of the Property known to Grantor to the best of Grantor's knowledge.

ARTICLE IV. PROHIBITED, RESTRICTED AND PERMITTED USES

Grantor reserves to Grantor and to Grantor's personal representatives, successors, heirs and assigns, the right to engage in the following specific permitted uses of the Property, subject to the prohibitions and restrictions contained in the same subparagraphs as the permitted uses. Notwithstanding anything contained herein to the contrary, any activity on or use of the Property inconsistent with the Purpose is prohibited.

A. DEVELOPMENT RIGHTS AND SUBDIVISION

There shall be no division, partitioning, or subdivision in any manner of the Property, notwithstanding that the Protected Property was acquired in separate parcels or lots or may be the subject of an approved subdivision. A boundary line adjustment shall not be considered a division provided either: (i) each parcel affected by the boundary line adjustment is subject to a conservation easement granted to Grantee, which conservation easement contains terms and conditions at least as protective of the Conservation Values as the terms and conditions of this Conservation Easement, or (ii) advance written approval of the boundary line adjustment is obtained from Grantee.

All current and future residential, commercial, industrial and incidental development rights that are now or hereafter allocated to, implied, reserved, or inherent in the Property except as specifically reserved to Grantor in this Article are hereby terminated and extinguished and may not be used on or transferred to other property. Neither the Property nor any portion thereof may be included as part of the gross area of other property not subject to this Conservation Easement for the purposes of determining density, lot coverage, or open space requirements, under otherwise applicable laws, regulations or ordinances controlling land use and building density. No development rights or density credits shall be transferred to any other property pursuant to a transferable development rights program or cluster development arrangement or otherwise. Nor shall any development rights or density credits be transferred onto the Property from other property.

B. IMPROVEMENTS AND NEW CONSTRUCTION

i) Existing Structure.

The existing shed with a hand-pumped well currently existing on the Property and documented in the Baseline Documentation (the "Existing Structure") may be used, repaired and maintained in its current location. The Existing Structure may be demolished and rebuilt in accordance with applicable law in substantially the same location, provided that the Grantee receives 30 days prior notice to the commencement of demolition or construction, but it may not be enlarged or moved.

ii) Single-Family Residential Dwelling and Appurtenant Structures.

One single family residence and associated appurtenant structures ("New Residence") may be built or placed within the Building Envelope as defined below, provided that: (a) prior to the commencement of construction Grantee's approval must be obtained, with such approval not being unreasonably withheld (b) all construction shall be in strict conformity with all applicable local and state laws and requirements, (c) there shall be no impairment to the Conservation Values of the Property, (d) the septic system shall comply with the best technology reasonably available at the time for the purpose of minimizing any impact of the septic system to the Conservation Values, (e) stormwater runoff will be directed away from slopes and sited for maximum infiltration, (f) all paved roads and other impervious surfaces located on the Property including those existing on the date of this Easement, as well as all existing and future structures and other improvements including but not limited to the Existing Structure, New Residence, pole barns, sheds, swimming pools, above and below ground storage tanks, shall not exceed a total footprint of 10,000 square feet, (g) all improvements except for fences, roads and trails shall be located within the five (5) acre Building Envelope described in Exhibit "B", (the "Building Envelope"), (h) all new structures and septic system shall be located at least 150 feet from any wetland areas, sinkholes or karst features, and (i) construction shall be accomplished with minimal removal of existing trees and canopy cover.

iii) Roads, Trails and Motorized Vehicles.

The existing access driveway and road into the Property identified in the Baseline Documentation may be maintained, widened and lengthened as necessary to provide continued access to the Existing Structure and access to the New Residence and other improvements listed above, provided that: (a) it be done in strict conformity with all applicable laws and requirements, (b) it be maintained at Grantor's sole expense, (c) it be constructed so as to minimize the impact on the Conservation Values of the property, (d) if widened, it must not exceed 30 (thirty) feet in total width, (d) materials utilized in the construction and maintenance of the road shall not include concrete or asphalt and must be permeable to allow adequate water/run-off percolation into the ground, (e) prior to the commencement of construction Grantee's approval must be obtained, with such approval not being unreasonably withheld, and (f) construction shall be accomplished with minimal removal of existing trees and canopy cover.

Grantor shall have the right to clean-up, open, maintain and utilize those roads and trails that were open and utilized at one time, but are currently overgrown, and documented as such in the Baseline Documentation. Roads and trails re-opened and cleaned up pursuant to the previous sentence may be re-opened only to the extent of their prior length and width and may not be improved with concrete or asphalt and must remain permeable to allow adequate water/run-off percolation. No other roads or trails may be constructed or created on the Property. Fire lines created for the sole purpose of prescribed fire management and habitat restoration of the Property, as described in IV. G. below and in the Stewardship Plan, shall not constitute a violation of this general prohibition on new trails and roads.

There shall be no operation of motorized vehicles except: (i) within the Building Envelope, or (ii) outside of the Building Envelope on established roads unless necessary: (a) to protect or enhance the Conservation Values, or (b) for emergency purposes.

iv) Utility Services and Septic System.

Installation, maintenance, repair, replacement, removal, and relocation of electric, gas, and water facilities, sewer lines and/or other public or private utilities, including telephone or other communication services over or under the Property for the purpose of providing electrical, gas, water, sewer, or other utilities to serve improvements on the Property are permitted herein, and the right to grant easements over and under the Property for such limited purposes, is permitted, provided that the impact of such installation and maintenance on the Conservation Values is limited to the greatest extent possible. Grantor shall not permit or grant easements for utility transmission or distribution facilities or systems without the written consent of the Grantee. Installation, maintenance, repair or improvement of a septic or other underground sanitary system, for the benefit of any of the improvements permitted herein, is permitted, provided such septic system is located at least 150 feet from any wetland areas, sinkholes or karst features. All other utilities are prohibited on the Property including, but not limited to, commercial cellular communication towers or structures.

v) Signs.

Grantor or Grantee may erect and maintain reasonable non-commercial signs indicating the owner of the Property, the name of the Property, boundary markers, directional signs, regulatory signs, interpretative signs, and signs designating the Property as land under the protection of Grantee. Any signs erected pursuant to this provision shall conform to the nature and character of the Property.

C. WATER RESOURCES

Grantor may continue to operate, maintain and replace the existing, non-commercial, ground water well incident to the permitted residential and agricultural uses on the Property. Grantor may install, operate and maintain one (1) additional, non-commercial, ground water well within the Building Envelope to service the Existing Structure and/or the New Residence. The operation, maintenance, replacement and installation shall be subject to legally required permits and regulations. Notwithstanding the right to construct and operate these ground water wells, there shall be no activities conducted on the Property that will be detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation. There shall be no dredging of new canals, construction of new dikes, manipulation of natural water courses, or disruption, alteration, pollution, depletion, or extraction on the Property of existing surface or subsurface water flow or natural water sources, fresh water lakes, ponds and pond shores, marshes, creeks or any other water bodies, nor any activities or uses conducted on the Property that would be detrimental to water purity or that could alter natural water level or flow in or over the Property. Notwithstanding anything contained herein to the contrary, there shall be no commercial water wells on the Property.

D. COMMERCIAL ACTIVITY

Commercial or industrial activity, or ingress, egress or other passage across or upon the Property in conjunction with any commercial or industrial activity on the Property is prohibited. The parties agree that this paragraph shall prohibit the use of the Property for commercial recreational activities within the meaning of Section 2031(c)(8)(B) of the Internal Revenue Code.

E. AGRICULTURAL ACTIVITY
There shall be no commercial agricultural use of the Property.

Grantor shall be permitted to keep and house domesticated pets such as cats and dogs, and livestock (but not cattle or swine) within the Building Envelope. In addition, Grantor may grow fruits and vegetables within the Building Envelope for personal consumption by Grantor and Grantor's immediate family. All such uses shall not have an adverse impact on the Conservation Values of the Property and shall be carried out in accordance with the Conservation Easement Stewardship Plan.

Grantor shall not introduce, or allow the intentional introduction or propagation of non-native plant or animal species, including the above mentioned livestock, that in the sole discretion of Grantee may have an adverse impact on the Conservation Values of the Property.

Grantor shall to the degree practical, as set forth in the Conservation Easement Stewardship Plan, manage and control any occurrence and spread of Nuisance Exotic Animal Species, such species being those specifically listed as nonnative and regulated by the Florida Fish and Wildlife Conservation Commission, or similar regulatory agency.

Notwithstanding anything contained herein to the contrary, no agriculture or livestock shall be allowed within a 150-foot buffer around wetland areas, sinkholes and other karst features.

F. BIOCIDES AND FERTILIZER
There shall be no application of biocides (including, but not limited to, pesticides, insecticides, fungicides, rodenticides, and herbicides) on the Property, except that these products may be used in limited quantities in strict conformance with the manufacturer's instructions for ordinary household purposes. However, biocides may be used in a reasonable manner for conservation purposes with Grantee's prior written consent to control and eradicate Nuisance Exotic Plant Species as defined in Article V, paragraph H below. Additionally, biocides and fertilizer may be used in a reasonable manner in relation to the allowed non-commercial agriculture use described in Article V, paragraph E above and shall be applied in accordance with the product label and according to agricultural best management practices recommended by the Natural Resources Conservation Service or the Florida Department of Agriculture and Consumer Services, whichever is more stringent, as those best management practices may be amended from time to time.

G. HABITAT RESTORATION
The Grantor shall retain and have the right to engage in management and ecological restoration activities to foster, preserve, protect, and restore the natural, ecological, scenic, wildlife and plant life features and values of the Property as set forth in the Conservation Easement Stewardship Plan approved by Grantee.

H. REMOVAL OF VEGETATION AND INTRODUCTION OF EXOTIC PLANTS
There shall be no removal, destruction, cutting, trimming, or mowing of any vegetation or timber except as follows: (a) to carry out the rights reserved in Article V, paragraphs B, E, F and G, (b) with respect to trees or vegetation that are diseased, rotten, damaged, or fallen, or that are a safety or health hazard, (c) as is necessary to maintain existing roads and trails depicted in the Baseline

Documentation, (d) for personal use, up to four (4) non-wetland tree species may be harvested per year, and (e) to control and/or eradicate all Nuisance Exotic Plant Species as described below.

Notwithstanding anything contained in this Agreement to the contrary, timber harvesting in the natural wetlands as depicted in the Baseline Documentation and cutting or removing cypress from the Property are prohibited.

Grantor shall not, nor allow others to, plant or grow plants: 1) listed by the Florida Exotic Pest Plant Council as Category I (invading and disrupting native plant communities of Florida) or Category II (shown to have a potential to disrupt native plant communities), 2) listed in Federal Noxious Weed List (7 C.F.R. 360, as may be amended), 3) listed in the Prohibited Aquatic Weed List (62C-52, F.A.C.), 4) listed in the State of Florida Noxious Weed List (5B-57, F.A.C.), 5) listed in an amended or successor list to any of the above lists, and 6) a similar list contained in the Conservation Easement Stewardship Plan. The lists 1 through 6 above shall collectively be considered "Nuisance Exotic Plant Species". Grantor shall to the degree practical, as outlined in the Conservation Easement Stewardship Plan, manage and control any occurrence and spread of Nuisance Exotic Plant Species. Grantor hereby grants to Grantee the right, in Grantee's sole discretion and at Grantee's expense, to develop and implement an exotic plant removal plan for the control and eradication of Nuisance Exotic Plant Species on the Property, together with the right of ingress and egress to the Property for the purpose of exercising such right. Under no circumstances, shall this right conveyed to Grantee be construed to diminish Grantor's responsibilities under this paragraph or as an obligation of Grantee.

I. RECREATIONAL USE OF PROPERTY

The right to observe, maintain and photograph the Property and use of the Property for non-commercial hiking, bicycle riding, horseback riding, hunting and fishing is expressly reserved, so long as the same do not constitute a danger to Grantee's employees, agents, officers, directors and invitees, and so long as such activities do not violate any of the prohibitions applicable to the Property or Grantee's rights, as stated in this Conservation Easement and are not inconsistent with the Purpose of this Conservation Easement.

J. MORTGAGE

The right to mortgage the Property; provided, however, that the Mortgagee's lien shall be inferior to and lower in priority than this Conservation Easement.

K. EXCLUSIVE USE

The right to exclusive use of the Property subject to the rights granted to Grantee in this Conservation Easement.

L. DUMPING

No soil, trash, liquid or solid waste or unsightly, offensive, or hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants, including, but not limited to, those as now or hereafter defined by federal or Florida law defining hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants shall be dumped or placed on the Property.

M. MINING

There shall be no exploration for and extraction of oil, gas, minerals, peat, muck, marl, limestone,

limerock, kaolin, fuller's earth, phosphate, common clays, gravel, shell, sand and similar substances, under and by virtue of the authority of a grant or reservation or other form of ownership of or interest in or control over or right to such substances.

N. ENDANGERED SPECIES
Actions or activities that may reasonably be expected to adversely affect threatened or endangered species are prohibited.

ARTICLE V. PUBLIC ACCESS

The granting of this Conservation Easement does not convey to the public the right to enter the Property for any purpose.

ARTICLE VI. GRANTEE'S REMEDIES

A. REMEDIES
If Grantee determines that Grantor is in violation of the terms of this Conservation Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the Purpose of this Conservation Easement, to restore the portion of the Property so injured. If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a 30-day period, fails to begin curing such violation within the 30-day period, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Conservation Easement or injury to any conservation values protected by this Conservation Easement, including damages for the loss of scenic, aesthetic, or environmental values, and to require the restoration of the Property to the condition that existed prior to any such injury. Without limiting Grantor's liability therefor, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate damage to the conservation values of the Property, Grantee may pursue its remedies under this paragraph without prior notice to Grantor or without waiting for the period provided for cure to expire. Grantee's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Conservation Easement, and Grantor agrees that Grantee's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

B. NO WAIVER
Any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of

such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

C. WAIVER OF CERTAIN DEFENSES
Grantor hereby waives any defense of laches, estoppel, adverse possession or prescription.

D. ACTS BEYOND GRANTOR'S CONTROL
Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

E. HOLD HARMLESS
Grantor shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorney fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties; (2) the obligations specified in Article IX, paragraphs B and C; and (3) the existence or administration of this Easement.

ARTICLE VII. CONSERVATION EASEMENT STEWARDSHIP PLAN

A Conservation Easement Stewardship Plan, that describes the stewardship goals, objectives, strategies and management responsibilities, shall be developed and mutually agreed upon by the parties prior to execution and delivery of this Conservation Easement. The Conservation Easement Stewardship Plan shall reflect the Purpose and covenants of this Conservation Easement and nothing in the Conservation Easement Stewardship Plan shall conflict with the Purpose or any covenant of this Conservation Easement. The initial Conservation Easement Stewardship Plan shall be prepared by Grantor and approved in writing by Grantee prior to delivery and acceptance of this Conservation Easement. Grantor and Grantee shall meet on or before the anniversary of the date of the execution of this Conservation Easement each year to review the previous twelve (12) months of activity covered in the Conservation Easement Stewardship Plan as well as activities scheduled for the upcoming twelve (12) months. The Conservation Easement Stewardship Plan and future revisions thereto shall describe the desired future condition of the Property and shall describe management actions to be undertaken during the succeeding ten (10) year period.

The Conservation Easement Stewardship Plan shall be updated and amended, if necessary, by Grantor, every ten years, provided however, all amendments shall be submitted to and approved in writing by Grantee prior to implementation. Grantee shall have forty-five (45) days from the date of receipt to review any proposed amendment to the Conservation Easement Stewardship Plan and submit revisions to Grantor. Grantor shall incorporate those revisions, or otherwise correct the Conservation Easement Stewardship Plan to the extent necessary to insure that it fully and

accurately reflects the provisions of this Conservation Easement. Should Grantee not respond to the submitted Conservation Easement Stewardship Plan within the forty-five (45) days, its consent shall be implied, provided however, no consent shall be implied as to any activity on the Property that is inconsistent with the Purpose of this Conservation Easement. Should the parties fail to agree on a revised Conservation Easement Stewardship Plan, the then existing plan shall continue in effect.

ARTICLE VIII. MISCELLANEOUS

A. EMERGENCIES

The term "emergency" shall mean those situations that will have an immediate and irreparable adverse impact on the Purpose of this Conservation Easement or which require the protection of human life in imminent danger or other such exigent circumstances of grave consequence.

B. COSTS AND LIABILITIES

Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate comprehensive general liability coverage. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

C. TAXES

Grantor shall pay before delinquency all ad valorem or other taxes, fees, charges or assessments which may now or hereinafter be assessed or charged against the Property and shall furnish Grantee with satisfactory evidence of payment upon request. Grantor reserves the right to contest taxes and assessments. Grantee is authorized but in no event obligated to make or advance any payment of taxes, upon three (3) days prior written notice to Grantor, in accordance with any bill, statement, or estimate procured from the appropriate authority, without inquiry into the validity of the taxes or the accuracy of the bill, statement, or estimate, and the obligation created by such payment shall bear interest until paid by Grantor at the maximum rate allowed by law.

D. GRANTOR'S GENERAL WARRANTY OF TITLE

Grantor hereby warrants that the Property is free from all encumbrances created by Grantor and agrees to defend Grantee's interest in the Property created by this Conservation Easement against the lawful claims of all persons whatsoever.

E. EXTINGUISHMENT

If circumstances arise in the future such as render the Purpose of this Conservation Easement impossible to accomplish, this Conservation Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction, and the amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be determined, unless otherwise provided by Florida law at the time, in accordance with Article IX, paragraph F. Grantee shall use all such proceeds in a manner consistent with the Purpose of this grant or the purposes of the bond or statutory program under which Grantee obtained the purchase money for this Easement. Grantor believes that any changes in the use of neighboring properties will increase the benefit to the public of the continuation of this Conservation Easement, and Grantor and Grantee intend that any such changes shall not be deemed to be circumstances justifying the termination or extinguishment of this Conservation Easement. In addition, the inability of Grantor to conduct or implement any or all of

the uses allowed under the terms of this Conservation Easement, or the unprofitability of doing so, shall not impair the validity of this Conservation Easement or be considered grounds for its termination or extinguishment.

F. PROCEEDS

This Conservation Easement constitutes a real property interest immediately vested in Grantee, which, for the purposes of Article IX, paragraph E, the parties stipulate to have a fair market value determined by multiplying the fair market value of the Property unencumbered by the Conservation Easement (minus any increase in value after the date of this grant attributable to improvements) by the ratio of the value of the Conservation Easement at the time of this grant to the value of the Property, without deduction for the value of the Conservation Easement, at the time of this grant. The values at the time of this grant are those values used to calculate the deduction for federal income tax purposes allowable by reason of this grant, pursuant to Section 170(h) of the Internal Revenue Code. For the purposes of this paragraph, the ratio of the value of the Conservation Easement to the value of the Property unencumbered by the Conservation Easement shall remain constant.

G. CONDEMNATION

If this Conservation Easement is taken, in whole or in part, by exercise of the power of eminent domain, Grantee's share of condemnation proceeds recovered shall be determined by multiplying that amount received by the ratio set forth in Article IX, paragraph F. Grantee shall use any proceeds received under the circumstances described in this paragraph G in a manner consistent with the conservation purposes exemplified by this grant.

H. SUBSEQUENT TRANSFERS

Grantor agrees to incorporate the terms of this Conservation Easement in any deed or other legal instrument by which Grantor divests any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least twenty (20) days prior to the date of such transfer. All subsequent Grantors shall contact Grantee within twenty (20) days following transfer of fee title to the Property to schedule a meeting for the purposes of coordination and planning. The failure of Grantor to perform any act required by this paragraph shall not impair the validity or priority of this Conservation Easement or limit its enforceability in any way.

I. SUCCESSORS

The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

J. NON-MERGER

Grantor and Grantee agree that terms of this Conservation Easement shall survive any merger of the fee and Conservation Easement interest in the Property.

K. NOTICES

The Grantor shall notify the Grantee before undertaking any activity that may reasonably be expected to have an adverse impact on the Conservation Values. Such notice shall be in writing and shall describe the proposed activity in sufficient detail to allow the Grantee to judge the consistency of the proposed activity with the Purpose of this Conservation Easement. The Grantee

may permit the proposed activity only if the Grantee determines that such activity (i) does not violate the Purpose of this Conservation Easement and (ii) either enhances or does not impair the Conservation Values. Notwithstanding the foregoing, the Grantee and the Grantor have no right or power to agree to any activity on the Protected Property that is inconsistent with the Purpose of this Conservation Easement.

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either sent by certified mail return receipt requested or sent by overnight courier to the parties as set forth herein, or to such other addresses such party may establish in writing to the other.

Notice to Grantor shall be sent to:
Ivor Kincaide & Julieanne Tabone
6336 SE CR 234
Gainesville, FL 32641

Notice to Grantee shall be sent to:
Alachua County
Board of County Commissioners
Attn: Environmental Protection Department
P.O. Box 2877
Gainesville, FL 32602-2877

Except in regard to notice pursuant to Article VII above, whenever a consent or approval is required from either Grantor or Grantee, the party seeking the consent or approval shall send a written request for such consent or approval to the other party as specified above and such other party shall respond to the request within sixty (60) business days of its receipt. However, if consent or approval is required from the Alachua County Board of County Commissioners or another Grantee government entity, Grantee shall have sixty (60) days following Grantee's duly noticed board meeting at which the item was duly noticed and acted upon. In the event that the consenting or approving party fails to respond within the sixty (60) business day period, its consent or approval shall be implied, provided, however, that no consent or approval shall be implied for any activity on the Property that is inconsistent with the Purpose of this Conservation Easement.

L. RECORDATION
Grantee shall record this instrument in timely fashion in the official records of Alachua County, Florida, and may re-record it at any time as may be required to preserve its rights in this Conservation Easement.

M. NON-HOMESTEAD CERTIFICATION
Grantor hereby certifies that if a Grantor who is married signs this Conservation Easement without the joinder of his or her spouse, the Property is neither the homestead of Grantor nor the primary physical residence of Grantor, nor is the Property contiguous to the homestead or primary physical residence of Grantor.

N. AMENDMENTS

The terms and provisions of this Conservation Easement may be amended by the mutual consent of the parties hereto, provided that no such amendment shall be made that will adversely affect the qualification of this Easement for the tax benefits available or the status of Grantee under any applicable laws, including Section 170(h) of the Internal Revenue Code. Any such amendment shall be consistent with the Purpose of this Conservation Easement, shall not affect its perpetual duration, and shall not result in any diminution of protection of the Conservation Values. Nothing herein shall require Grantee to agree to any amendment. No amendment shall be effective until executed with the formality of a deed and recorded in the public records.

O. CONTROLLING LAW

The laws of the State of Florida and the County of Alachua shall govern the interpretation and performance of this Conservation Easement.

P. LIBERAL CONSTRUCTION

Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed in favor of the grant to effect the Purpose of this Conservation Easement and the policy and purpose of §704.06, Florida Statutes. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purpose of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

Q. SEVERABILITY

If any provision of this Conservation Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Conservation Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

R. JOINT OBLIGATION

The obligations imposed by this Conservation Easement upon Grantor shall be joint and several.

S. TERMINATION OF RIGHTS AND OBLIGATIONS

A party's rights and obligations under this Conservation Easement terminate upon transfer of the party's interest in the Conservation Easement or the Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

T. CAPTIONS

The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

TO HAVE AND TO HOLD unto Grantee, its successors, and assigns forever.

IN WITNESS WHEREOF, Grantor and Grantee have set their hands on the day and year first above written

Witnesses:

Signature of first witness

Sarah Salozzo

Printed name of first witness

Signature of second witness

Carlos A Martinez Jr.

Printed name of second witness

GRANTOR:

IVOR KINCAIDE

JULIEANNE TABONE

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 5TH day of November 2010 by **IVOR KINCAIDE,** who is ☐ personally known to me or ☒ who has produced Florida Driver Licence as identification.

Notary Public - State of Florida
My Commission Expires May 28, 2011

Sign:
Print Name: Carlos A Martinez Jr.

CARLOS A. MARTINEZ, JR.
MY COMMISSION # DD 668991
EXPIRES: May 28, 2011
Bonded Thru Pichard Insurance Agency

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 5TH day of November 2010 by **JULIEANNE TABONE,** who is ☐ personally known to me or ☒ who has produced Florida Driver License as identification.

Notary Public - State of Florida
My Commission Expires May 28, 2011

Sign:
Print Name: Carlos A Martinez Jr.

CARLOS A. MARTINEZ, JR.
MY COMMISSION # DD 668991
EXPIRES: May 28, 2011
Bonded Thru Pichard Insurance Agency

Alachua County, Florida
By its Board of County Commissioners

By: _____

, Chair

ATTEST:

Date: _____

By: _____
J.K. Irby, Clerk

Approved as to Form:

Attorney: _____

Date Executed: _____

(Seal)

LEGAL DESCRIPTION:

LOTS 38, 39, 40, 38A, 39A & 40A OF "LAKE FOREST – GAINESVILLE – LAKE FARMS", A SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK "A", PAGE 152 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

AND, THE EAST TEN (10) ACRES OF AN UNNUMBERED LOT IN SAID PLAT, SAID UNNUMBERED LOT BEING MORE PARTICULARLY DESCRIBED AS THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 10 SOUTH, RANGE 21 EAST, ALACHUA COUNTY, FLORIDA. LESS ANY RIGHT–OF–WAY AS PER PLAT THEREOF.

TOGETHER WITH:

LOTS 41, 42, 43, 41A, 42A & 43A OF "LAKE FOREST – GAINESVILLE – LAKE FARMS", A SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK "A", PAGE 152 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

AND, AN UNNUMBERED LOT IN SAID PLAT, SAID UNNUMBERED LOT BEING MORE PARTICULARLY DESCRIBED AS THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 10 SOUTH, RANGE 21 EAST, ALACHUA COUNTY, FLORIDA, LESS ANY RIGHT–OF–WAY AS PER PLAT THEREOF.

TOGETHER WITH: O.R. BOOK 2053–745

LOTS 44, 45 & 46 OF "LAKE FOREST FARMS", AS PER PLAT THEREOF RECORDED IN PLAT BOOK "A", PAGE 152, PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

Exhibit B (Baseline Documentation Report)
to be attached

EXHIBIT C
ENVIRONMENTAL AFFIDAVIT

STATE OF FLORIDA)
) SS:
COUNTY OF Alachua)

BEFORE ME, the undersigned authority personally appeared IVOR KINCAIDE, a single man, and JULIEANNE TABONE, a single woman, ("Seller"), who being by me first duly sworn, deposes and states:

1. That the undersigned, hereinafter referred to as the "Seller", is the sole owner in fee simple and now in possession of the following described property together with improvements located thereon located in Alachua County, Florida, to-wit:

See Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter "the Property")

2. That the Seller is this day (the "Closing Date") conveying a perpetual conservation easement on the Property to ALACHUA COUNTY, FLORIDA, hereinafter referred to as the "Purchaser".

3. For purposes of this Affidavit the term "Environmental Law" shall mean any and all federal, state and local statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or other governmental restrictions relating to the protection of the environment or human health, welfare or safety, or to the emission, discharge, seepage, release or threatened release of Hazardous Materials (as hereinafter defined) into the environment including, without limitation, ambient air, surface water, ground water, or land, or otherwise relating to the handling of such Hazardous Materials. For purposes of this Affidavit the term "Hazardous Materials" shall mean any contaminant, chemical, waste, irritant, petroleum product, waste product, radioactive material, flammable or corrosive substance, explosive, poly-chlorinated biphenyls, asbestos, hazardous or toxic substance, material or waste of any kind, or any other substance which is regulated by any Environmental Law.

4. As of the Closing Date, the Seller warrants and represents, in accordance with and subject to paragraphs 4.A. and 4.B. of the Option Agreement for Sale and Purchase between Seller and Purchaser, to the Purchaser, its successors and assigns that:

(i) Seller has not placed, or permitted to be placed, any Hazardous Materials on the Property and, to the best of Seller's knowledge, no other person or entity has placed, or permitted to be placed, any Hazardous Materials on the Property.

(ii) To the best of Seller's knowledge, there does not exist on the Property any condition or circumstance which requires or may, in the future, require cleanup, removal or other remedial action or other response under Environmental Laws on the part of the Seller or a subsequent owner of all or any portion of the Property or which would subject Seller or a subsequent owner of all or any portion of the Property to liability, penalties, damages or injunctive relief.

(iii) To the best of Seller's knowledge, no underground treatment, buried, partially buried or above ground storage tanks, storage vessels, sumps, drums, containers, water, gas or oil wells, or landfills are or have ever been located on the Property.

(iv) Seller, and to the best of Seller's knowledge, any other person or entity that has owned, occupied or possessed the Property, has never violated, and is presently in compliance with, all Environmental Laws applicable to the Property.

(v) No warning notice, notice of violation, administrative complaint, judicial complaint or other formal or informal notice has been issued by any federal, state or local environmental agency alleging that conditions on the Property are in violation of any Environmental Law.

(vi) Seller is not subject to any judgment, decree, order or citation related to or arising out of Environmental Laws, and Seller has not been named or listed as a potentially responsible party by any governmental body or agency in a matter arising under any Environmental Law.

5. That Seller makes this Affidavit for the purpose of inducing the Purchaser to purchase a perpetual conservation easement on the Property, and Seller acknowledges that Purchaser will rely upon the representations and warranties set forth in this Affidavit.

FURTHER AFFIANT SAYETH NAUGHT.

IVOR KINCAIDE, a single man

JULIEANNE TABONE, a single woman

STATE OF Florida)
)
COUNTY OF Alachua)

SWORN TO and subscribed before me this 5th day of November, 2010, by **IVOR KINCAIDE,** a single man. Such person(s) (Notary Public must check applicable box):

[ ] is/are personally known to me.
[X] produced a current driver license(s).
[ ] produced _____ as identification.

CARLOS A. MARTINEZ, JR.
MY COMMISSION # DD 668991
EXPIRES: May 28, 2011
Bonded Thru Pichard Insurance Agency

(NOTARY PUBLIC SEAL)

Notary Public

Carlos A Martinez Jr

(Printed, Typed or Stamped Name of Notary Public)

Commission No.: DD668991

My Commission Expires: May 28, 2011

STATE OF Florida)
)
COUNTY OF Alachua)

SWORN TO and subscribed before me this 5th day of November, 2010, by **JULIEANNE TABONE,** a single woman. Such person(s) (Notary Public must check applicable box):

[ ] is/are personally known to me.
[X] produced a current driver license(s).
[ ] produced _____ as identification.

CARLOS A. MARTINEZ, JR.
MY COMMISSION # DD 668991
EXPIRES: May 28, 2011
Bonded Thru Pichard Insurance Agency

(NOTARY PUBLIC SEAL)

Notary Public
Carlos A Martinez Jr
(Printed, Typed or Stamped Name of Notary Public)
Commission No.: DD668991
My Commission Expires: May 28, 2011

EXHIBIT A TO ENVIRONMENTAL AFFIDAVIT
LEGAL DESCRIPTION

LEGAL DESCRIPTION:

LOTS 38, 39, 40, 38A, 39A & 40A OF "LAKE FOREST – GAINESVILLE – LAKE FARMS", A SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK "A", PAGE 152 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

AND, THE EAST TEN (10) ACRES OF AN UNNUMBERED LOT IN SAID PLAT, SAID UNNUMBERED LOT BEING MORE PARTICULARLY DESCRIBED AS THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 10 SOUTH, RANGE 21 EAST, ALACHUA COUNTY, FLORIDA. LESS ANY RIGHT–OF–WAY AS PER PLAT THEREOF.

TOGETHER WITH:

LOTS 41, 42, 43, 41A, 42A & 43A OF "LAKE FOREST – GAINESVILLE – LAKE FARMS", A SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK "A", PAGE 152 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

AND, AN UNNUMBERED LOT IN SAID PLAT, SAID UNNUMBERED LOT BEING MORE PARTICULARLY DESCRIBED AS THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 10 SOUTH, RANGE 21 EAST, ALACHUA COUNTY, FLORIDA. LESS ANY RIGHT–OF–WAY AS PER PLAT THEREOF.

TOGETHER WITH: O.R. BOOK 2053–745

LOTS 44, 45 & 46 OF "LAKE FOREST FARMS", AS PER PLAT THEREOF RECORDED IN PLAT BOOK "A", PAGE 152, PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

ADDENDUM NO. 1
DISCLOSURE STATEMENT
(INDIVIDUAL)

The following Disclosure Statement is given in compliance with Sections 375.031(1) and 380.08(2), Florida Statutes. The Seller states as follows:

1) That to the best of the Seller's knowledge, all persons who have a financial interest in this real estate transaction or who have received or will receive real estate commissions, attorney's or consultant's fees or any other fees or other benefits incident to the sale of the perpetual conservation easement on the Property are: (If "None", please write "None"-Do not leave blank)

Name	Address	Reason for Payment	Amount
none			

2) That to the best of the Seller's knowledge, the following is a true history of all financial transactions (including any existing option or purchase agreement in favor of Seller) concerning the Property which have taken place or will take place during the last five years prior to the conveyance of the Easement to Alachua County: **(If "None", please write "None"-Do not leave blank)**

Name and Address of Parties Involved	Date	Type of Transaction	Amount of Transaction
none			

IVOR KINCAIDE, a single man

JULIEANNE TABONE, a single woman

STATE OF Florida)
)
COUNTY OF Alachua)

SWORN TO and subscribed before me this 5TH day of November, 2010, by **IVOR KINCAIDE**, a single man. Such person(s) (Notary Public must check applicable box):

[ ] is/are personally known to me.
[X] produced a current driver license(s).
[ ] produced _____ as identification.

CARLOS A. MARTINEZ, JR.
MY COMMISSION # DD 668991
EXPIRES: May 28, 2011
Bonded Thru Pichard Insurance Agency

(NOTARY PUBLIC SEAL)

Carlos A Martinez Jr
Notary Public
CARLOS A MARTINEZ JR
(Printed, Typed or Stamped Name of Notary Public)
Commission No.: DD 668991
My Commission Expires: May 28, 2011

STATE OF Florida)
)
COUNTY OF Alachua)

SWORN TO and subscribed before me this 5TH day of November, 2010, by **JULIEANNE TABONE**, a single woman. Such person(s) (Notary Public must check applicable box):

[ ] is/are personally known to me.
[X] produced a current driver license(s).
[ ] produced _____ as identification.

CARLOS A. MARTINEZ, JR.
MY COMMISSION # DD 668991
EXPIRES: May 28, 2011
Bonded Thru Pichard Insurance Agency

(NOTARY PUBLIC SEAL)

Carlos A Martinez Jr
Notary Public
CARLOS A MARTINEZ JR
(Printed, Typed or Stamped Name of Notary Public)
Commission No.: DD 668991
My Commission Expires: May 28, 2011

Lake Forest Creek
Lake Forest Preserve (Kincaide & Tabone)
4/12/2010

Project Score:	**6.8 of 10.00**	
Inspection Date:	4/1/2010	
Size:	32.01 acres	
Parcel Numbers:	17899-001-001	32.01 acres
S-T-R:	6-10-21	
Buildings:		0
Just Value:	$13,200	$412/acre

Total Value	$13,200	$412/acre
Natural Communities:		
Sandhill		Good - Poor
Mesic flatwoods		Fair - Poor
Baygall		Excellent
Depression Marsh		Good
Blackwater Stream		Good
Basin Swamp		Excellent - Good

REPA Score: 7.42 of 9.44

KBN Score: East Side Greenway 14th of 47 projects

Overall Description:

The Kincaide and Tabone parcel is located approximately 1.2 miles east of SE 43rd Street and north of SE 8th Avenue, generally northeast of Eastside High School. The Parcel is adjacent to the west boundary of the former Dilcher Parcel (now owened by Kincaide and Tabone) and adjacent to the north and east boundary of the Smith parcel. These three parcels are referred to as the Lake Forest Preserve by the owners and ~131 acres are now in 2 ownerships. Both the former Dilcher parcel and the Kincaide & Tabone parcel are directly south of East University Avenue east of the split from SR 26, near Newnan's Lake. The large basin swamp that lies on the northern section of the Kincaide & Tabone and former Dilcher property extends to the north and west. The northern portion of this wetland is owned by the State of Florida and drains to Newnan's Lake. In the other direction, other branches of Lake Forest Creek connect to Morningside Nature Center via State of Florida holdings managed by HRS Developmental Services. The Kincaide & Tabone parcel has road frontage on East University Avenue, a paved publicly maintained road. Alternate access is via an unpaved, private road, SE 8th Avenue. A dedicated but vacant north/south roadways separates the former Dilcher parcel from the Kincaide and Tabone parcel and another dedicated but vacant east/west roadway divides the parcel. None of these "paper roads" have been cleared of vegetation.

Kincaide and Tabone have purchased the former Dilcher property, which is on the acquisition list as a conservation easement. The owners would like to continue to develop and sell a conservation easement for the former Dilcher Property, but would now like to include the Kincaide and Tabone property in the conservation easement.

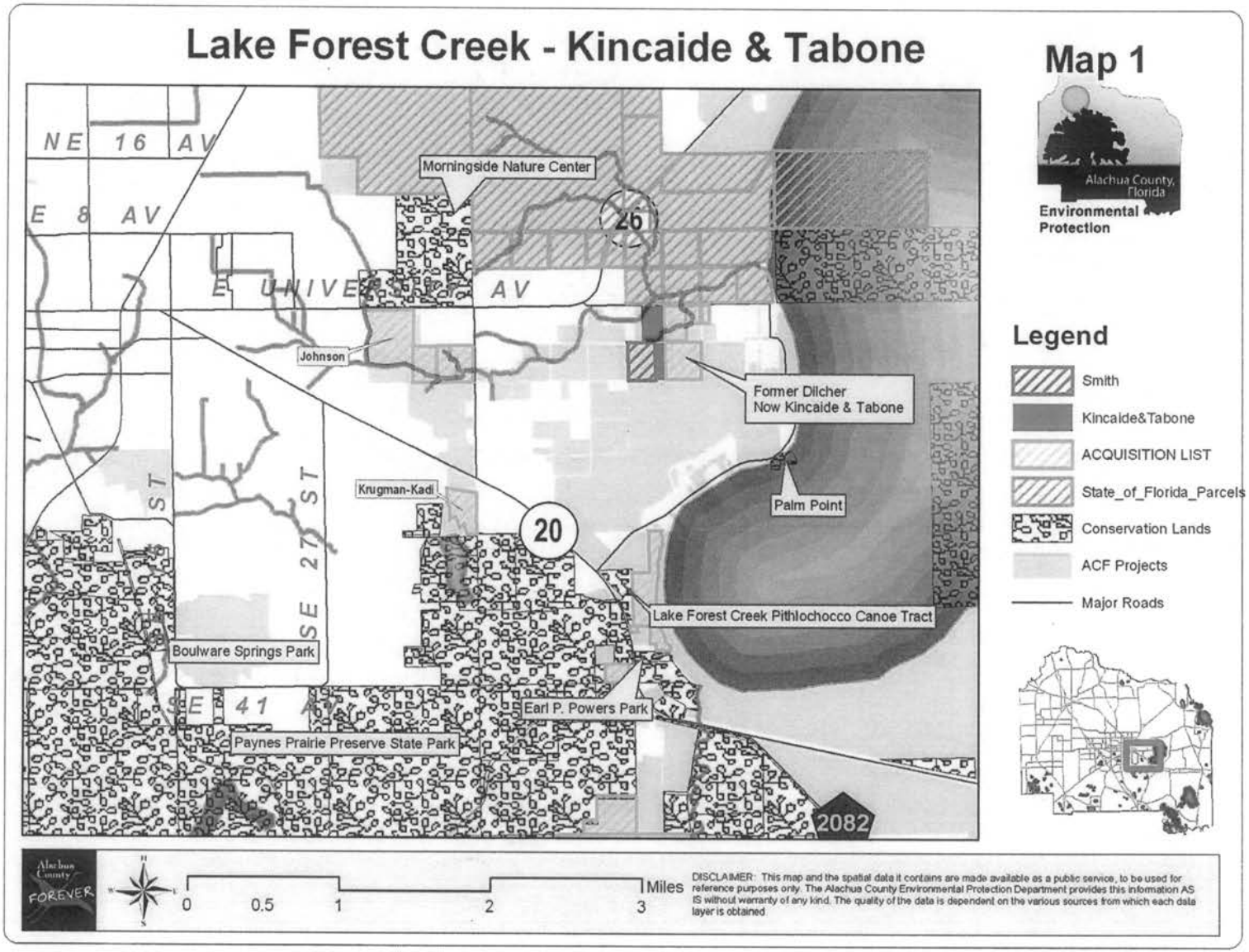
The Kincaide and Tabone property is composed of sandhill, mesic flatwoods, baygall, depression marsh, blackwater stream, and basin swamp. The wetland communities, which occupy the northern portion of the property, are in good to excellent condition. The depression marsh is in good condition except for hardwoods that are beginning to invade. Both the baygall and basin swamp are forested with mature native trees and are in good to excellent condition. A small segment of Lake Forest Creek traverses the property. Upstream it has been altered extensively; however, on the property it has not been altered. Fire maintained communities are located on the southern portion of the property except for flawoods that separate the baygall from the basin swamp. Prior to acquisition by the current owner, the property was long unburned and as a result most of the fire maintained natural communities had become invaded with off-site hardwoods such as laurel and water oaks. The current owner with the neighbor to the west has started an active restoration program involving mechanical and chemical treatment of off-site hardwoods, re-introduction of fire and species that will carry fire (grasses and longleaf pine). The sandhill that has undergone restoration treatments are in fair to good condition. Other areas of fire-type communities that have not been treated are in fair to poor condition. No invasive plants were noted

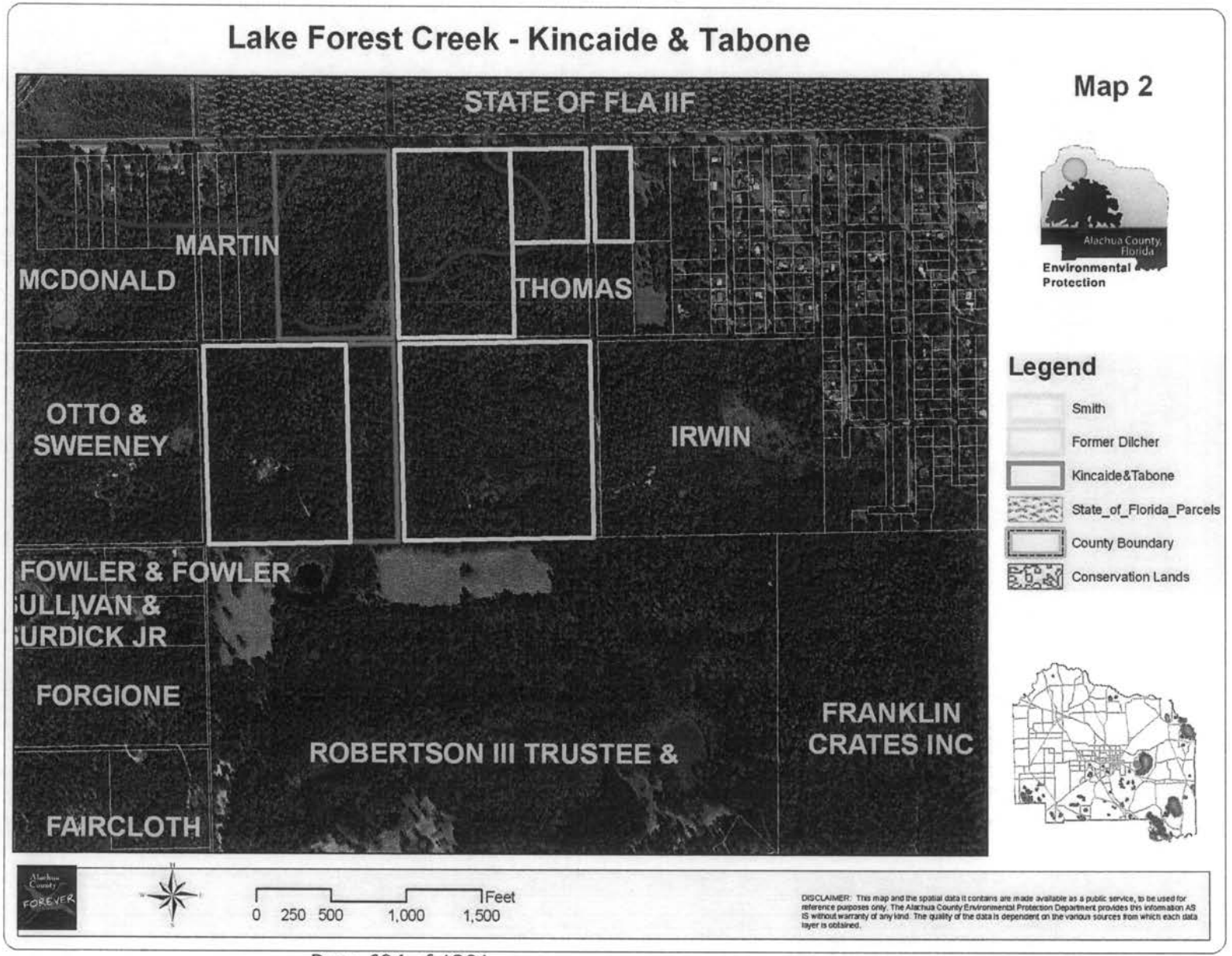
during the visit. *Rhododendron canescens* (State Listed as commercially exploited) was blooming at the time of the evaluation.

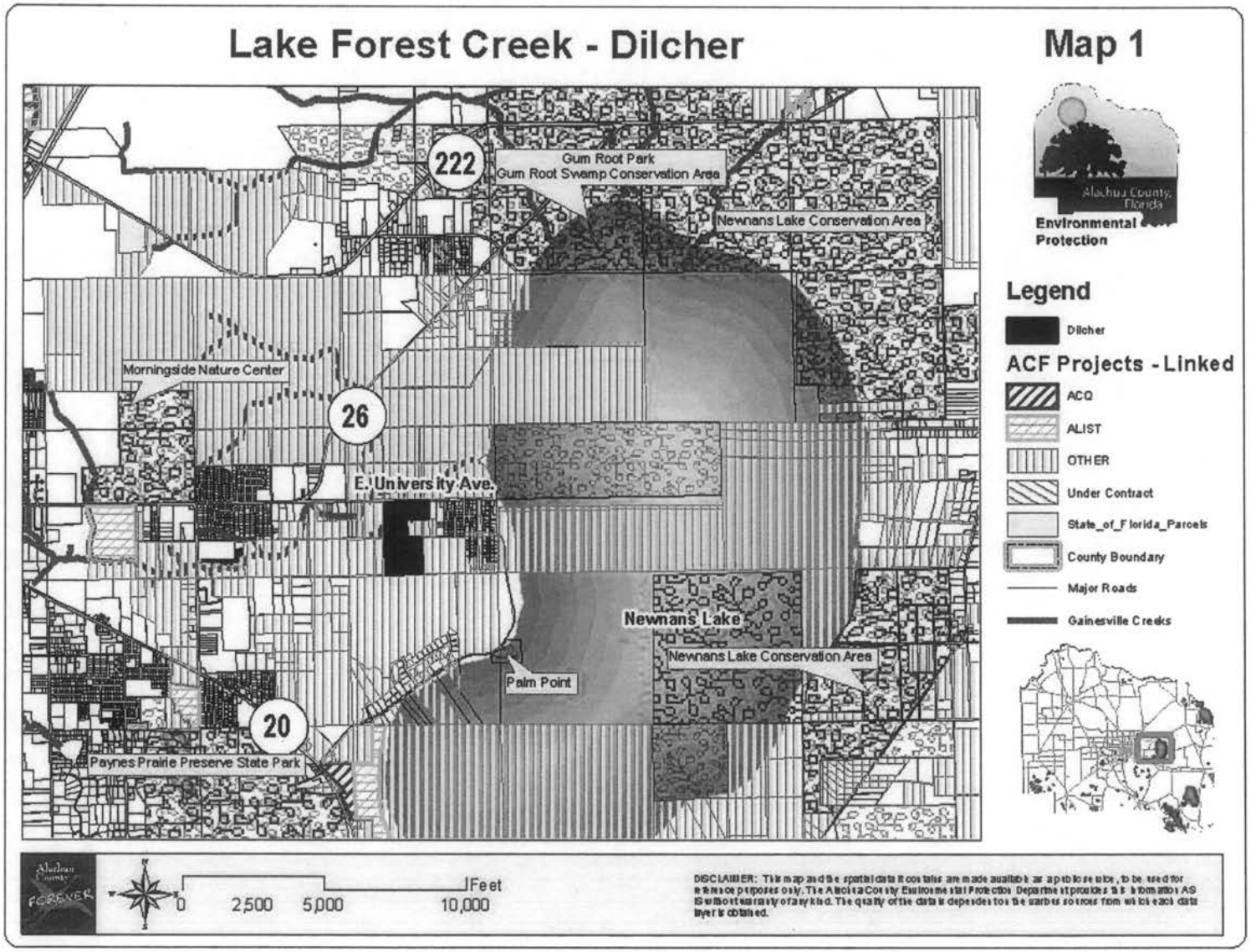
The following development analysis is based on a limited desk-top review and is founded upon current Land Development Regulations and Comprehensive Plan policies. Scenarios may be oversimplified, and are meant only to convey a general sense of the range of development intensities that would be possible.

Alachua County land use and zoning designations are Residential Estate and Agricultural, respectively. Gross density allowed would be governed by the zoning district -- one dwelling unit per five acres (1 unit / 5 acres). The following resources are present on the property 21.7 acres (70%) of 100-year Floodplain, 24.3 acres (78.4%) of Surface Waters and Wetlands, and 100% of the property is strategic ecosystem. It appears that realistic development potential of the property is a single lot / dwelling of at least three acres, located outside of the required Conservation Management Area. Current regulations specified in the Comprehensive Plan and Unified Land Development Code, require development outside of conservation resources (i.e., set-aside of wetland buffers and up to 50% of upland acres for protection of strategic ecosystems). Up to 27.5 acres (88.7% of the property) could be protected as Conservation Management Area leaving only enough acreage for 1 development unit given that minimum lot size within the zoning district is 3 acres.

Lake Forest Creek - Lake Forest Preserve (Kincaide&Tabone)					4/12/2010
CATEGORY	Criterion	WEIGHTING	Enter Criteria Value Based on Site Inspection	Average Criteria Score	Average Criteria Score Multiplied by Relative Importance
(I-1) PROTECTION OF WATER RESOURCES	A. Whether the property has geologic/hydrologic conditions that would easily enable contamination of vulnerable aquifers that have value as drinking water sources;		3		
	B. Whether the property serves an important groundwater recharge function;		2		
	C. Whether the property contains or has direct connections to lakes, creeks, rivers, springs, sinkholes, or wetlands for which conservation of the property will protect or improve surface water quality;		1		
	D. Whether the property serves an important flood management function.		4		
(I-2) PROTECTION OF NATURAL COMMUNITIES AND LANDSCAPES	A. Whether the property contains a diversity of natural communities;		3		
	B. Whether the natural communities present on the property are rare;		3		
	C. Whether there is ecological quality in the communities present on the property;		3		
	D. Whether the property is functionally connected to other natural communities;		4		
	E. Whether the property is adjacent to properties that are in public ownership or have other environmental protections such as conservation easements;		2		
	F. Whether the property is large enough to contribute substantially to conservation efforts;		3		
	G. Whether the property contains important, Florida-specific geologic features such as caves or springs;		2		
	H. Whether the property is relatively free from internal fragmentation from roads, power lines, and other features that create barriers and edge effects		4		
(I-3) PROTECTION OF PLANT AND ANIMAL SPECIES	A. Whether the property serves as documented or potential habitat for rare, threatened, or endangered species or species of special concern;		4		
	B. Whether the property serves as documented or potential habitat for species with large home ranges;		4		
	C. Whether the property contains plants or animals that are endemic or near-endemic to Florida or Alachua County;		3		
	D. Whether the property serves as a special wildlife migration or aggregation site for activities such as breeding, roosting, colonial nesting, or over-wintering;		5		
	E. Whether the property offers high vegetation quality and species diversity;		3		
	F. Whether the property has low incidence of non-native invasive species.		5		
(I-4) SOCIAL AND HUMAN VALUES	A. Whether the property offers opportunities for compatible resource-based recreation, if appropriate;		1		
	B. Whether the property contributes to urban green space, provides a municipal defining greenbelt, provides scenic vistas, or has other value from an urban and regional planning perspective.		4		
	AVERAGE FOR ENVIRONMENTAL AND HUMAN VALUES			3.30	
	RELATIVE IMPORTANCE OF THIS CRITERIA SET IN THE OVERALL SCORE	1.3333			4.40
(II-1) MANAGEMENT ISSUES	A. Whether it will be practical to manage the property to protect its environmental, social and other values (examples include controlled burning, exotics removal, maintaining hydro-period, and so on);		4		
	B. Whether this management can be completed in a cost-effective manner.		5		
(II-2) ECONOMIC AND ACQUISITION ISSUES	A. Whether there is potential for purchasing the property with matching funds from municipal, state, federal, or private contributions;		2		
	B. Whether the overall resource values justifies the potential cost of acquisition;		5		
	C. Whether there is imminent threat of losing the environmental, social or other values of the property through development and/or lack of sufficient legislative protections (this requires analysis of current land use, zoning, owner intent, location and		2		
	AVERAGE FOR ACQUISITION AND MANAGEMENT VALUES			3.60	
	RELATIVE IMPORTANCE OF THIS CRITERIA SET IN THE OVERALL SCORE	0.6667			2.40
	TOTAL SCORE				6.80


Lake Forest Creek - Kincaide & Tabone
Map 1
Alachua County, Florida
Environmental Protection
NE 16 AV
E 8 AV
E UNIVERSITY AV
Morningside Nature Center
26
Johnson
Former Dilcher
Now Kincaide & Tabone
Krugman-Kadi
20
Palm Point
SE 27 ST
Lake Forest Creek Pithlochocco Canoe Tract
Boulware Springs Park
E 41 AV
Earl P. Powers Park
Paynes Prairie Preserve State Park
2082
Legend
Smith
Kincaide&Tabone
ACQUISITION LIST
State_of_Florida_Parcels
Conservation Lands
ACF Projects
Major Roads
Alachua County FOREVER
0 0.5 1 2 3 Miles
DISCLAIMER: This map and the spatial data it contains are made available as a public service, to be used for reference purposes only. The Alachua County Environmental Protection Department provides this information AS IS without warranty of any kind. The quality of the data is dependent on the various sources from which each data layer is obtained.


Lake Forest Creek - Kincaide & Tabone
STATE OF FLA IIF
MARTIN
MCDONALD
THOMAS
OTTO &
SWEENEY
IRWIN
FOWLER & FOWLER
ULLIVAN &
URDICK JR
FORGIONE
ROBERTSON III TRUSTEE &
FRANKLIN
CRATES INC
FAIRCLOTH
Map 2
Alachua County, Florida
Environmental Protection
Legend
Smith
Former Dilcher
Kincaide&Tabone
State_of_Florida_Parcels
County Boundary
Conservation Lands
Alachua County FOREVER
0 250 500 1,000 1,500
Feet
DISCLAIMER: This map and the spatial data it contains are made available as a public service, to be used for reference purposes only. The Alachua County Environmental Protection Department provides this information AS IS without warranty of any kind. The quality of the data is dependent on the various sources from which each data layer is obtained.


Lake Forest Creek - Dilcher
Map 1
222
Gum Root Park
Gum Root Swamp Conservation Area
Newnans Lake Conservation Area
Morningside Nature Center
26
E. University Ave.
Newnans Lake
Newnans Lake Conservation Area
Palm Point
20
Paynes Prairie Preserve State Park
Alachua County, Florida
Environmental Protection
Legend
Dilcher
ACF Projects - Linked
ACQ
ALIST
OTHER
Under Contract
State_of_Florida_Parcels
County Boundary
Major Roads
Gainesville Creeks
Alachua County FOREVER
0
2,500
5,000
10,000
Feet
DISCLAIMER: This map and the spatial data it contains are made available as a public service, to be used for reference purposes only. The Alachua County Environmental Protection Department provides this information AS IS without warranty of any kind. The quality of the data is dependent on the various sources from which each data layer is obtained.

Lake Forest Creek - Dilcher

Map 2



Alachua County, Florida
Environmental Protection

Legend

- Dilcher
- State_of_Florida_Parcels
- County Boundary
- Major Roads



Alachua County FOREVER

0 250 500 1,000 1,500 2,000 Feet

DISCLAIMER: This map and the spatial data it contains are made available as a public service, to be used for reference purposes only. The Alachua County Environmental Protection Department provides this information AS IS without warranty of any kind. The quality of the data is dependent on the various sources from which each data layer is obtained.

Lake Forest Creek
Dilcher
05/10/2007

Project Score:	**7.33 of 10.00**	
Inspection Date:	May 24, 2007	
Size:	69.06 acres	
Parcel Numbers:	17899-041-000	58.02ac
	17902-000-000	11.04 ac
S-T-R:	6-10S-21E	
Buildings:	0	
Just Value:	$32,400	$469/ac

Natural Communities:	
Basin Swamp	Excellent – Good
Blackwater Stream	Good
Xeric Hammock	Good – Fair
Sinkhole Lake	Excellent – Good
Upland Mixed Forest	Excellent – Good
Upland Pine Forest	Fair – Poor
Sandhill	Fair – Poor
Flatwoods	Good – Fair

REPA Score: 7.42 of 9.44 Lake Santa Fe Project
KBN Score: Ranked 14th of 47 projects - Eastside Greenway

Overall Description:

The Dilcher property is located on East University Avenue east of the split from SR 26, near Newnan's Lake. The owner is interested in selling a conservation easement to the County as a deep bargain sale. The owners intend to continue utilizing the property for research and personal enjoyment. They would like to hold approximately 5 acres out of the conservation easement on which to construct 1 to 3 cabins or a home near the sinkhole lake on the southern end of the property. On the entire property they would like to retain the rights to conduct research of various types and to harvest single trees to turn into lumber. The owners will maintain existing trails on the entire property and perhaps construct a few more near the 5 acres to be excluded from the conservation easement on the southern end of the property.

The north-eastern ~11 acre parcel is composed of successional flatwoods, good to excellent quality basin swamp, and a branch of Lake Forest Creek. The remaining ~ 58 acres is diverse with respect to the number of natural communities present. The drier communities include successional sandhill and xeric hammock. These communities grade into flatwoods and good quality upland mixed forest. There is also a sinkhole lake on the property, a patch of successional upland pine forest, a basin swamp and a branch of Lake Forest Creek, a blackwater stream. The swamp system drains into Newnan's Lake via Lake Forest Creek. There are five eagles nests that have been active within the last 7 years within 0.75 miles of the property. Alligators have been observed on the property. There is one archaeological site listed in the Florida Master Site File on the property.

The large basin swamp that lies on the northern section of the property extends to the north and west of the Dilcher property. The northern portion of this wetland is owned by the State of Florida and drains to Newnan's Lake. In the other direction other branches of Lake Forest Creek connect to Morningside Nature Center via State of Florida holdings managed by HRS Developmental Services.

Dilchers actively utilize the property for biological research purposes. The management of the property includes floristic inventories and an interest in preserving the flora and fauna of the property. The owners have agreed in principle to cooperate with neighbors to re-introduce fire to the sandhill community. Dr. Dilcher also expressed a willingness to remove invasive exotic plants from the property. Mimosa was the only invasive exotic plant noted on the field visit, though alligator weed (Alternanthera philoxeroides), wax begonia (Begonia cucullata), and Japanese climbing fern (Lygodium

japonicum) are listed on the plant list maintained for the property. The Dilchers have planted non-native, though non-invasive palms in several locations on the property.

There is only moderate likelihood of the property being developed. The natural features (flood prone area, forested wetlands, Lake Forest Creek, and strategic ecosystem designation) appear to significantly constrain development potential for approximately 80% (wetlands and ½ of upland area) of the project area. The remaining upland portions of the property could be subdivided into 1 acre lots (or smaller if water and sewer is available). Access from E. University Avenue may be restricted due to wetlands and floodplain.

Lake Forest Creek - Dilcher — May 8, 2007

CATEGORY	Criterion	WEIGHTING		Average Criteria Score	Average Criteria Score Multiplied by Relative Importance
(I-1) PROTECTION OF WATER RESOURCES	A. Whether the property has geologic/hydrologic conditions that would easily enable contamination of vulnerable aquifers that have value as drinking water sources;		3		
	B. Whether the property serves an important groundwater recharge function;		2		
	C. Whether the property contains or has direct connections to lakes, creeks, rivers, springs, sinkholes, or wetlands for which conservation of the property will protect or improve surface water quality;		3		
	D. Whether the property serves an important flood management function.		3		
(I-2) PROTECTION OF NATURAL COMMUNITIES AND LANDSCAPES	A. Whether the property contains a diversity of natural communities;		3		
	B. Whether the natural communities present on the property are rare;		3		
	C. Whether there is ecological quality in the communities present on the property;		3		
	D. Whether the property is functionally connected to other natural communities;		4		
	E. Whether the property is adjacent to properties that are in public ownership or have other environmental protections such as conservation easements;		2		
	F. Whether the property is large enough to contribute substantially to conservation efforts;		3		
	G. Whether the property contains important, Florida-specific geologic features such as caves or springs;		3		
	H. Whether the property is relatively free from internal fragmentation from roads, power lines, and other features that create barriers and edge effects.		4		
(I-3) PROTECTION OF PLANT AND ANIMAL SPECIES	A. Whether the property serves as documented or potential habitat for rare, threatened, or endangered species or species of special concern;		4		
	B. Whether the property serves as documented or potential habitat for species with large home ranges;		4		
	C. Whether the property contains plants or animals that are endemic or near-endemic to Florida or Alachua County;		2		
	D. Whether the property serves as a special wildlife migration or aggregation site for activities such as breeding, roosting, colonial nesting, or over-wintering;		5		
	E. Whether the property offers high vegetation quality and species diversity;		4		
	F. Whether the property has low incidence of non-native invasive species.		5		
(I-4) SOCIAL AND HUMAN VALUES	A. Whether the property offers opportunities for compatible resource-based recreation, if appropriate;		2		
	B. Whether the property contributes to urban green space, provides a municipal defining greenbelt, provides scenic vistas, or has other value from an urban and regional planning perspective.		4		
	AVERAGE FOR ENVIRONMENTAL AND HUMAN VALUES			3.30	
	RELATIVE IMPORTANCE OF THIS CRITERIA SET IN THE OVERALL SCORE	1.3333333			4.40
(II-1) MANAGEMENT ISSUES	A. Whether it will be practical to manage the property to protect its environmental, social and other values (examples include controlled burning, exotics removal, maintaining hydro-period, and so on);		4		
	B. Whether this management can be completed in a cost-effective manner.		5		
(II-2) ECONOMIC AND ACQUISITION ISSUES	A. Whether there is potential for purchasing the property with matching funds from municipal, state, federal, or private contributions;		5		
	B. Whether the overall resource values justifies the potential cost of acquisition;		5		
	C. Whether there is imminent threat of losing the environmental, social or other values of the property through development and/or lack of sufficient legislative protections (this requires analysis of current land use, zoning, owner intent, location and		3		
	AVERAGE FOR ACQUISITION AND MANAGEMENT VALUES			4.40	
	RELATIVE IMPORTANCE OF THIS CRITERIA SET IN THE OVERALL SCORE	0.6666667			2.93
	TOTAL SCORE				7.33

SECOND AMENDMENT TO OPTION AGREEMENT SALE AND PURCHASE BETWEEN ALACHUA COUNTY AND IVOR KINCADE AND JULIANNE TABONE

THIS SECOND AMENDMENT TO AGREEMENT by and between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and IVOR KINCAIDE, a single man, and JULIEANNE TABONE; a single woman, whose address is 6336 Southeast County Road 234, Gainesville, Florida 32641, ("Sellers"), who are the owners in fee simple absolute of certain lands in Alachua County, Florida, as more particularly described in Attachment A, ("Property").

WITNESSETH:

WHEREAS, the parties hereto entered into that certain Agreement dated March 22, 2011, to sell to the County a Conservation Easement on the Property; and

WHEREAS, that Agreement contains an Option Period that expires on September 22, 2011; and

WHEREAS, the parties executed the First Amendment to the Option Contract on June 28, 2011 for an additional 90 days; and

WHEREAS, the County needs additional time to engage a surveyor and complete a boundary survey of the Property; and

WHEREAS, the parties desire to amend the Agreement and extend the Option Period by an additional 90 days to complete the due diligence.

NOW, THEREFORE, the parties hereby agree to amend the Agreement, as follows:

> Paragraph 2. "OPTION TERMS" amended to read: "The option payment is One Hundred Dollars ($100.00) ("Option Payment"), the receipt and sufficiency of which is hereby acknowledged by Seller. Seller agrees to provide Purchaser with a completed W-9 form, upon Seller's request, in order to enable Purchaser to issue any checks provided for hereunder. The option may be exercised during the period beginning with Purchaser's execution of this Agreement and ending 270 days thereafter ("Option Expiration Date"). In the event Purchaser's funds in the amount of the Final Purchase Price (as hereinafter defined in paragraph 3.) are not available by the Option Expiration Date, the period of exercise of the option may be extended until such funds become available, not to exceed 60 days after the Option Expiration Date, by written notice to Seller."

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the Agreement as amended shall be and remain in full force and effect.

This Second Amendment shall be effective as of the date hereof upon specifications contained herein.

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

WITNESSES AS TO SELLER

Print Name: Stefani Simmons

Print Name: Gina M. Hunt

SELLERS

IVOR KINCAIDE, a single man

8-31-11

STATE OF Florida)
)
COUNTY OF Alachua)

SWORN TO and subscribed before me this 31 day of August, 2011, by **IVOR KINCAIDE**, a single man. Such person(s) (Notary Public must check applicable box):

[ ] is/are personally known to me.
[✓] produced a current driver license(s).
[ ] produced _____ as identification.

(NOTARY PUBLIC SEAL)

Notary Public

EMMA [illegible]
MY COMMISSION [illegible] 089719
EXPIRES July 26, 2012
Bonded Thru Notary Public Underwriters

(Printed, Typed or Stamped Name of Notary Public)
Commission No.:_____
My Commission Expires:_____

WITNESSES AS TO SELLER

Print Name: Stefani Simmons

Print Name: Dora M. Hunt

JULIEANNE TABONE, a single woman

Date signed by Seller: 08/31/11

STATE OF FLORIDA)
)
COUNTY OF ALACHUA)

SWORN TO and subscribed before me this 31 day of August, 2011, by **JULIEANNE TABONE**, a single woman. Such person(s) (Notary Public must check applicable box):

[ ] is/are personally known to me.
[✓] produced a current driver license(s).
[ ] produced _____ as identification.

(NOTARY PUBLIC SEAL)

EMMA FLORES
MY COMMISSION # DD 809719
EXPIRES: July 29, 2012
Bonded Thru Notary Public Underwriters

Notary Public

(Printed, Typed or Stamped Name of Notary Public)
Commission No.:_____
My Commission Expires:_____

COUNTY

ALACHUA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By: _____
Lee Pinkoson, Chair

ATTEST:

_____
J.K. Irby, Clerk

APPROVED AS TO FORM

_____
Alachua County Attorney's Office

ATTACHMENT A. OPTION CONTRACT

FIRST AMENDMENT TO OPTION AGREEMENT SALE AND PURCHASE
BETWEEN ALACHUA COUNTY AND
IVOR KINCADE AND JULIANNE TABONE

THIS FIRST AMENDMENT TO AGREEMENT by and between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and IVOR KINCAIDE, a single man, and JULIEANNE TABONE; a single woman, whose address is 6336 Southeast County Road 234, Gainesville, Florida 32641, ("Sellers"), who are the owners in fee simple absolute of certain lands in Alachua County, Florida, as more particularly described in Attachment A, ("Property").

WITNESSETH:

WHEREAS, the parties hereto entered into that certain Agreement dated March 22, 2011, to sell to the County a Conservation Easement on the Property; and

WHEREAS, the Sellers needed considerable time to satisfy title defects and the County needs additional time to engage a surveyor to complete a boundary survey of the Property; and

WHEREAS, those actions delayed the timely completion of the necessary due diligence; and

WHEREAS, the Agreement contains an Option Period that expires on June 22, 2011; and

WHEREAS, the parties desire to amend the Agreement and extend the Option Period to complete the due diligence.

NOW, THEREFORE, the parties hereby agree to amend the Agreement, as follows:

> Paragraph 2. "OPTION TERMS" amended to read: "The option payment is One Hundred Dollars ($100.00) ("Option Payment"), the receipt and sufficiency of which is hereby acknowledged by Seller. Seller agrees to provide Purchaser with a completed W-9 form, upon Seller's request, in order to enable Purchaser to issue any checks provided for hereunder. The option may be exercised during the period beginning with Purchaser's execution of this Agreement and ending 180 days thereafter ("Option Expiration Date"). In the event Purchaser's funds in the amount of the Final Purchase Price (as hereinafter defined in paragraph 3.) are not available by the Option Expiration Date, the period of exercise of the option may be extended until such funds become available, not to exceed 60 days after the Option Expiration Date, by written notice to Seller."

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the Agreement as amended shall be and remain in full force and effect.

This first amendment shall be effective as of the date hereof upon specifications contained herein.

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

WITNESSES AS TO SELLER:

Print Name: Rebecca D. Phillips

Print Name: Kathleen A. Mowery

Print Name: Rebecca D. Phillips

Print Name: Kathleen A. Mowery

SELLERS

IVOR KINCAIDE, a single man

JULIEANNE TABONE, a single woman

Date signed by Seller: 06/13/11

REBECCA D. PHILLIPS
MY COMMISSION # DD 851652
EXPIRES: February 7, 2013
Bonded Thru Pichard Insurance Agency

STATE OF FLORIDA)
)
COUNTY OF ALACHUA)

SWORN TO and subscribed before me this 13 day of JUNE, 2011, by **IVOR KINCAIDE**, a single man. Such person(s) (Notary Public must check applicable box):

[ ] is/are personally known to me.
[✓] produced a current driver license(s).
[ ] produced K523-404-73-087.0 as identification.

(NOTARY PUBLIC SEAL)

Notary Public
Rebecca D. Phillips
(Printed, Typed or Stamped Name of Notary Public)
Commission No.: DD 851652
My Commission Expires: Feb. 7, 2013

STATE OF FLORIDA)
)
COUNTY OF ALACHUA)

SWORN TO and subscribed before me this 13 day of JUNE, 2011, by **JULIEANNE TABONE**, a single woman. Such person(s) (Notary Public must check applicable box):

[ ] is/are personally known to me.
[✓] produced a current driver license(s).
[ ] produced T150-421-73-919-0 as identification.

(NOTARY PUBLIC SEAL)

Notary Public
Rebecca D. Phillips
(Printed, Typed or Stamped Name of Notary Public)
Commission No.: DD 851652
My Commission Expires: Feb. 7 2013

COUNTY

ALACHUA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By: _____
Lee Pinkoson, Chair

ATTEST:

_____
J.K. irby, Clerk

APPROVED AS TO FORM

_____
Alachua County Attorney's Office

ATTACHMENT A. OPTION CONTRACT

RECEIVED
ALACHUA
COUNTY
MAR 30 2011
ENVIRONMENTAL
PROTECTION
DEPARTMENT

OPTION AGREEMENT FOR SALE AND PURCHASE

WHEREAS, IVOR KINCAIDE, a single man, and **JULIEANNE TABONE,** a single woman, whose address is 6336 Southeast County Road 234, Gainesville, Florida 32641, are the owners in fee simple absolute of certain lands in Alachua County, Florida, as more particularly described below; and

WHEREAS, the owners intend that the conservation values of the referenced property be preserved and maintained by the continuation of land use patterns existing at the time of this grant that do not significantly impair or interfere with the property's conservation values; and

WHEREAS, the owners further intend, as owners of the property described in this Option Agreement, to convey to Alachua County the right to preserve and protect the conservation values of the referenced property in perpetuity; and

WHEREAS, Alachua County is authorized to acquire conservation easements for the purpose of protecting natural, scenic or open space values of real property, assuring its availability for agricultural, forest, recreational or open space use, protecting natural resources, maintaining or enhancing air or water quality, or preserving sites or properties of historical, architectural, archaeological or cultural significance; and

WHEREAS, Alachua County desires to honor the intentions of the owners to preserve and protect in perpetuity the conservation values of the property for the benefit of this generation, the generations to come and the people of Alachua County, pursuant to section 704.06, Florida Statutes;

NOW, THEREFORE:

THIS AGREEMENT is made this 22nd day of March, 2011, between the **IVOR KINCAIDE,** a single man, and **JULIEANNE TABONE,** a single woman, whose address is 6336 Southeast County Road 234, Gainesville, Florida 32641, as "Seller" and **ALACHUA COUNTY**, a charter county and political subdivision of Florida (the "County"), with an address at 12 S.E. 1st Street, Gainesville, FL 32602-2877, and its successors and assigns, as "Purchaser."

1. GRANT OF OPTION. Seller hereby grants to Purchaser and its successors and assigns the exclusive option to purchase a perpetual conservation easement (the "Easement") in the real property located in Alachua County, Florida, described in Exhibit "A" ("Property"), in accordance with the provisions of this Agreement. This Agreement becomes legally binding upon execution by the parties but exercise of the option is effective only if Purchaser gives written notice of exercise to Seller. The exercise of the option is subject to approval by the Alachua County Board of County Commissioners (the "Board") and is effective only if Purchaser gives written notice of exercise to the Seller. The Board's representative in all matters shall be the Alachua County Environmental Protection Department, 201 SE 2nd Avenue, Suite 201, Gainesville, Florida 32601 (the "County").

2. OPTION TERMS. The option payment is One Hundred Dollars ($100.00) ("Option Payment"), the receipt and sufficiency of which is hereby acknowledged by Seller. Seller agrees to provide Purchaser with a completed W-9 form, upon Seller's request, in order to enable Purchaser to issue any checks provided for hereunder. The option may be exercised during the period

beginning with Purchaser's execution of this Agreement and ending 90 days thereafter ("Option Expiration Date"). In the event Purchaser's funds in the amount of the Final Purchase Price (as hereinafter defined in paragraph 3.) are not available by the Option Expiration Date, the period of exercise of the option may be extended until such funds become available, not to exceed 60 days after the Option Expiration Date, by written notice to Seller.

3. A. PURCHASE PRICE. The purchase price for the Easement is ONE HUNDRED SEVENTY THOUSAND DOLLARS AND 100/100 ($170,000.00) ("Initial Purchase Price") which, after credit for the amount of the Option Payment, will be paid in cash (or, if this option is assigned to the Board, by County check) at closing. Seller hereby authorizes Purchaser to issue a County check or deliver cash for the Purchase Price directly to an escrow agent who is authorized by law to receive such payment, and who is acceptable to Purchaser, and to require the escrow agent to pay Seller's expenses of sale.

4. A. ENVIRONMENTAL SITE ASSESSMENT. Purchaser, prior to the exercise of the option and at its sole cost and expense, may conduct an environmental site assessment of the Property to determine the existence and extent, if any, of any Hazardous Materials on the Property. For purposes of this Agreement "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste of any kind or any other substance which is regulated by any Environmental Law (as hereinafter defined in paragraph 4.B.).

B. HAZARDOUS MATERIALS. In the event that the environmental audit provided for in paragraph 4.A. confirms the presence of Hazardous Materials on the Property, Purchaser, at its sole option, may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. Should Purchaser elect not to terminate this Agreement, Seller shall, at its sole cost and expense and prior to the exercise of the option and closing, promptly commence and diligently pursue any assessment, clean up and monitoring of the Property necessary to bring the Property into full compliance with any and all applicable federal, state or local laws, statutes, ordinances, rules, regulations or other governmental restrictions regulating, relating to, or imposing liability or standards of conduct concerning Hazardous Materials ("Environmental Law"). However, should the estimated cost to Seller of clean up of Hazardous Materials exceed a sum which is equal to 2% of the Final Purchase Price as stated in paragraph 3., Seller may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. In the event that Hazardous Materials placed on the Property prior to closing are discovered after closing, Seller shall remain obligated hereunder, with such obligation to survive the closing and delivery and recording of the easement, to diligently pursue and accomplish the clean up of Hazardous Materials in a manner consistent with all applicable Environmental Laws and at Seller's sole cost and expense.

Further, in the event that neither party elects to terminate this Agreement as provided above, Seller shall indemnify and save harmless and defend Purchaser, its officers, servants, agents and employees from and against any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of whatsoever kind arising from Hazardous Materials placed on the Property prior to closing whether the Hazardous Materials are discovered prior to or after closing. Seller shall defend, at his sole cost and expense, any legal action, claim or proceeding instituted by any person against Purchaser as a result of any claim, suit, or cause of action for injuries to body, life, limb or property for which Hazardous Materials placed on the Property prior to closing are alleged to be a contributing legal cause. Seller shall save Purchaser harmless from and against all judgments,

orders, decrees, attorney's fees, costs, expenses and liabilities in and about any such claim, suit, investigation or defense thereof, which may be entered, incurred or assessed as a result of the foregoing.

5. SURVEY. Purchaser may have the Property surveyed at its expense. If the survey ("Survey"), certified by professional surveyor and mapper licensed by the State of Florida, shows any encroachment on the Property or that improvements intended to be located on the Property encroach on the land of others, the same shall be treated as a title defect.

6. TITLE INSURANCE. Purchaser may provide a marketable title insurance commitment, to be followed by an owner's marketable title insurance policy (ALTA Form "B" with Florida revisions) from a title insurance company approved by Purchaser, insuring marketable title to the Easement in the amount of the purchase price. Seller shall reimburse Purchaser for Purchaser's cost of the owner's title insurance policy referenced herein (limited to the title insurance premium, abstracting or search fee, title examination fee, and closing fee). Seller's reimbursement for title costs shall be offset against and deducted from the Final Purchase Price to be paid to Seller, or Seller's designated agent, at closing. If Seller defaults under this Agreement, Seller shall reimburse Purchaser for all costs incurred in obtaining the title insurance commitment. Purchaser's remedy for default under the provisions of this paragraph is cumulative to all other remedies available to Purchaser at law and in equity.

7. DEFECTS IN TITLE. If the title insurance commitment or Survey furnished pursuant to this Agreement discloses any defects in title that are not acceptable to Purchaser, Seller shall, within 90 days after notice from Purchaser, remove said defects in title. Seller agrees to use diligent effort to correct the defects in title within the time provided therefore, including the bringing of necessary suits. Defects arising from liens against the Property shall be satisfied at closing from Seller's proceeds. If Seller is unsuccessful in removing any title defects within said time, Purchaser shall have the option to either: (a) accept the title as it then is with a reduction in the Purchase Price by an amount mutually agreed to by the parties, (b) accept the title as it then is with no reduction in the Purchase Price, (c) extend the amount of time that Seller has to remove the defects in title, or (d) terminate this Agreement, thereupon releasing Purchaser and Seller from all further obligations under this Agreement. If Seller fails to make a diligent effort to remove the title defects, Seller shall be in default and the provisions of paragraph 16. of this Agreement shall apply.

Seller acknowledges that Paragraph 11 of the Declaration of Restrictions, Protective Covenants and Easements for Parcels A-F, Lake Forest-Lake Farms recorded in Plat Book 1873, Page 1487, Alachua County, contains certain drainage rights that are unacceptable title defects (the "Drainage Rights"). Seller represents and warrants that all those rights belong exclusively to Seller, and Seller shall resolve the Drainage Rights title defect to the Purchaser's satisfaction prior to the Option Expiration Date. Notwithstanding anything contained herein to the contrary, if Seller fails to resolve the Drainage Rights title defect prior to the Option Expiration Date, then Seller shall be in default and the provisions of paragraph 16. of this Agreement shall apply.

8. INTEREST CONVEYED. At closing, Seller shall execute and deliver to Purchaser a perpetual, enforceable conservation easement in substantially the same form as attached hereto as Exhibit "B", free and clear of all liens, reservations, restrictions, easements, leases, tenancies and other encumbrances, except for those that are acceptable encumbrances in the sole discretion of

Purchaser and do not impair the marketability of the title to the Easement, and the lien of ad valorem taxes for the year of closing that are not yet due and payable.

9. SUBORDINATION. If at the time of conveyance of the Easement, the Property is subject to a mortgage or other liens and encumbrances not accepted by Purchaser and Seller elects to subordinate such encumbrances rather than satisfy them at closing, Seller shall obtain the agreement of the holder of such encumbrances, by separate instrument that will be recorded immediately after the Easement, to subordinate its rights in the Property to the Easement.

10. A. PREPARATION OF CLOSING DOCUMENTS. Upon execution of this Agreement, Seller shall submit to Purchaser a properly completed and executed beneficial interest affidavit and disclosure statement as required by Sections 286.23, and 380.08(2), Florida Statutes, on forms provided by Purchaser. Purchaser shall prepare the easement described in paragraph 8. of this Agreement, Purchaser's and Seller's closing statements and the title, possession and lien affidavit certified to Purchaser and title insurer in accordance with Section 627.7842, Florida Statutes, and an environmental affidavit in the form attached hereto as Exhibit "C".

B. BASELINE DOCUMENTATION. Purchaser shall prepare baseline documentation adequately documenting the condition of the Property at the date of closing. The cost of the baseline documentation shall be borne by Seller. If the form of conservation easement provides for use of a management plan, the management plan shall be prepared as a part of the baseline documentation and the cost therefore absorbed in the same manner the cost of the baseline documentation is absorbed.

11. EXPENSES. Seller will pay the documentary revenue stamp tax and all other taxes or costs associated with the conveyance, including the cost of recording the easement described in paragraph 8. of this Agreement and any other recordable instruments which the title company deems necessary to assure good and marketable title to the Conservation Easement.

12. TAXES AND ASSESSMENTS. At closing, Seller shall satisfy all real estate taxes and assessments that are a lien against the Property. Ad valorem taxes on the Property and any assessments on the Property for the year of closing and for all subsequent years shall be and remain the expense of Seller.

13. CLOSING PLACE AND DATE. The closing shall be on or before 30 days after Purchaser exercises the option; provided, however, that if a defect exists in the title to the Property, title commitment, Survey, environmental audit, or any other documents required to be provided or completed and executed by Seller, the closing shall occur either on the original closing date or within 20 days after receipt of documentation curing the defects, whichever is later. The date, time and place of closing shall be set by Purchaser.

14. RISK OF LOSS AND CONDITION OF REAL PROPERTY. Seller assumes all risk of loss or damage to the Property prior to the date of closing and warrants that the Property shall be transferred and conveyed to Purchaser in the same or essentially the same condition as of the date of Seller's execution of this Agreement, ordinary wear and tear excepted. If the condition of the Property is altered by an act of God or other natural force beyond the control of Seller, however, Purchaser may elect, at its sole option, to terminate this Agreement and neither party shall have any further obligations under this Agreement. Seller represents and warrants that there are no parties

other than Seller in occupancy or possession of any part of the Property. Seller warrants that there are no facts known to Seller materially affecting the value of the Property that are not readily observable by Purchaser or that have not been disclosed to Purchaser.

Seller agrees to clean up and remove all abandoned personal property, refuse, garbage, junk, rubbish, trash and debris (hereafter, "trash and debris") from the Property to the satisfaction of Purchaser prior to the exercise of the option by Purchaser. If the Seller does not remove all trash and debris from the Property prior to closing, Purchaser at its sole option, may elect to: (a) deduct the expense necessary to remove trash and debris from the Seller's proceeds of sale up to but not to exceed $5,000 and proceed to close, with the Purchaser incurring any additional expenses necessary to remove all trash and debris and clean up the Property subsequent to closing, (b) extend the amount of time the Seller has to remove all trash and debris from the Property, (c) terminate this Agreement, and neither party shall have any further obligations under the Agreement.

15. RIGHT TO ENTER PROPERTY AND POSSESSION. Seller agrees that from the date this Agreement is executed by Seller, Purchaser and its agents, upon reasonable notice, shall have the right to enter the Property for all lawful purposes in connection with this Agreement.

16. ACCESS. Seller warrants that there is legal and practical ingress and egress for the benefit of the holder of the Conservation Easement over public roads or valid, recorded easements for the use and benefit of and as an appurtenance to the Conservation Easement.

17. DEFAULT. If Seller defaults under this Agreement, Purchaser may waive the default and proceed to closing, seek specific performance, or refuse to close and elect to receive the return of any money paid, each without waiving any action for damages, or any other remedy permitted by law or in equity resulting from Seller's default.

18. BROKERS. Seller warrants that no persons, firms, corporations or other entities are entitled to a real estate commission or other fees as a result of this Agreement or subsequent closing, except as accurately disclosed on the disclosure statement required in paragraph 9. Seller shall indemnify and hold harmless Purchaser from any and all such claims, whether disclosed or undisclosed.

19. RECORDING. A memorandum giving notice of this Agreement may be recorded by Purchaser in the appropriate county or counties.

20. ASSIGNMENT. This Agreement may be assigned by Purchaser, in which event Purchaser will provide written notice of assignment to Seller. Seller may not assign this Agreement without the prior written consent of Purchaser.

21. TIME. Time is of essence with respect to all dates or times set forth in this Agreement.

22. SEVERABILITY. If any of the provisions of this Agreement are deemed to be unenforceable and the unenforceability of said provisions does not adversely affect the purpose and intent of this Agreement, in Purchaser's sole discretion, the enforceability of the remaining provisions of this Agreement shall not be affected.

23. SUCCESSORS IN INTEREST. This Agreement shall bind and inure to the benefit of Seller and Purchaser and their respective heirs, legal representatives, successors and assigns. Whenever used, the singular shall include the plural and one gender shall include all genders.

24. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by the parties. Notwithstanding the foregoing, the parties acknowledge that the legal description contained in Exhibit "A" was prepared based upon historic chain of title information, without the benefit of a current survey of the Property. The parties agree that if, in the opinion of Purchaser, it becomes necessary to amend the legal description of the Property to correct errors, to more properly describe the Property, to cut out portions of the Property affected by title defects that cannot be timely removed by the Seller, or to otherwise revise the legal description of the Property, the legal description to be used in the Survey (if any) and in the closing instruments required by this Agreement shall be revised by or at the direction of Purchaser, and shall be subject to the final approval of Purchaser. Anything to the contrary hereinabove notwithstanding, such a revision of the legal description of the Property shall not require a written amendment to this Agreement. In such event, the Seller's execution and delivery of the closing instruments containing the revised legal description and the Purchaser's acceptance of said instruments and of the final Survey (if any) containing the revised legal description shall constitute a full and complete ratification and acceptance of the revised legal description of the Property by the parties.

25. WAIVER. Failure of Purchaser to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right; but the same shall remain in full force and effect.

26. AGREEMENT EFFECTIVE. This Agreement or any modification, amendment or alteration thereto, shall not be effective or binding upon any of the parties hereto until it has been executed by all of the parties.

27. ADDENDUM. Any addendum attached hereto that is signed by the parties shall be deemed a part of this Agreement.

28. NOTICE. Whenever either party desires or is required to give notice unto the other, it must be given by written notice, and either delivered personally, transmitted via facsimile transmission, mailed postage prepaid, or sent by overnight courier to the appropriate address indicated on the first page of this Agreement, or such other address as is designated in writing by a party to this Agreement.

29. SURVIVAL. The covenants, warranties, representations, indemnities and undertakings of Seller set forth in this Agreement shall survive the closing, the delivery and recording of the easement described in paragraph 8. of this Agreement.

30. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

31. NONCASH CHARITABLE CONTRIBUTION. Notwithstanding anything in this Agreement to the contrary, it is understood between the parties that it is Seller's intent to claim a noncash charitable contribution to the County. Purchaser acknowledges that the Seller intends to claim a noncash charitable contribution to the County. Purchaser's acknowledgment, however, does not represent any concurrence in the Seller's claimed fair market value. Upon receipt of the Property, Purchaser agrees to complete Part IV of Internal Revenue Service form 8283 for Seller.

THIS AGREEMENT IS INITIALLY TRANSMITTED TO THE SELLER AS AN OFFER. IF THIS AGREEMENT IS NOT EXECUTED BY THE SELLER ON OR BEFORE NOVEMBER 31, 2010, THIS OFFER WILL BE VOID UNLESS THE PURCHASER, AT ITS SOLE OPTION, ELECTS TO ACCEPT THIS OFFER.

THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT ON SELLER UPON SELLER'S EXECUTION OF THE AGREEMENT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THE EXERCISE OF THIS OPTION IS SUBJECT TO: (1) CONFIRMATION THAT THE FINAL PURCHASE PRICE IS NOT IN EXCESS OF THE COUNTY APPROVED VALUE OF THE EASEMENT, AND (2) COUNTY APPROVAL OF ALL DOCUMENTS TO BE FURNISHED HEREUNDER BY SELLER.

WITNESSES AS TO SELLER

Print Name: SARAH SALOZZO

Print Name: Carlos A Martinez Jr

Print Name: SARAH SALOZZO

Print Name: CARLOS A MARTINEZ JR

SELLER

IVOR KINCAIDE, a single man

JULIEANNE TABONE, a single woman

Date signed by Seller: 11/5/10

STATE OF FLORIDA)
)
COUNTY OF ALACHUA)

SWORN TO and subscribed before me this 5TH day of November, 2010, by **IVOR KINCAIDE**, a single man. Such person(s) (Notary Public must check applicable box):

[ ] is/are personally known to me.
[X] produced a current driver license(s).
[ ] produced _____ as identification.

CARLOS A. MARTINEZ, JR.
MY COMMISSION # DD 668991
EXPIRES: May 28, 2011
Bonded Thru Pichard Insurance Agency

(NOTARY PUBLIC SEAL)

Carlos A Martinez
Notary Public

Carlos A Martinez Jr
(Printed, Typed or Stamped Name of Notary Public)

Commission No.: DD 668991

My Commission Expires: May 28, 2011

STATE OF FLORIDA)
)
COUNTY OF ALACHUA)

SWORN TO and subscribed before me this 5TH day of November, 2010, by **JULIEANNE TABONE**, a single woman. Such person(s) (Notary Public must check applicable box):

[ ] is/are personally known to me.
[X] produced a current driver license(s).
[ ] produced _____ as identification.

CARLOS A. MARTINEZ, JR.
MY COMMISSION # DD 668991
EXPIRES: May 28, 2011
Bonded Thru Pichard Insurance Agency

(NOTARY PUBLIC SEAL)

Carlos A Martinez
Notary Public

Carlos A Martinez Jr
(Printed, Typed or Stamped Name of Notary Public)

Commission No.: DD 668991

My Commission Expires: May 28, 2011

PURCHASER

BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY, FLORIDA

ATTEST:

By: _____
, Chairman

J.K. Irby, Clerk

Approved as to form:

_____
County Attorney

(SEAL)

EXHIBIT A TO OPTION AGREEMENT
LEGAL DESCRIPTION

LEGAL DESCRIPTION:

LOTS 38, 39, 40, 38A, 39A & 40A OF "LAKE FOREST – GAINESVILLE – LAKE FARMS", A SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK "A", PAGE 152 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

AND, THE EAST TEN (10) ACRES OF AN UNNUMBERED LOT IN SAID PLAT, SAID UNNUMBERED LOT BEING MORE PARTICULARLY DESCRIBED AS THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 10 SOUTH, RANGE 21 EAST, ALACHUA COUNTY, FLORIDA, LESS ANY RIGHT–OF–WAY AS PER PLAT THEREOF.

TOGETHER WITH:

LOTS 41, 42, 43, 41A, 42A & 43A OF "LAKE FOREST – GAINESVILLE – LAKE FARMS", A SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK "A", PAGE 152 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

AND, AN UNNUMBERED LOT IN SAID PLAT, SAID UNNUMBERED LOT BEING MORE PARTICULARLY DESCRIBED AS THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 10 SOUTH, RANGE 21 EAST, ALACHUA COUNTY, FLORIDA, LESS ANY RIGHT–OF–WAY AS PER PLAT THEREOF.

TOGETHER WITH: O.R. BOOK 2053–745

LOTS 44, 45 & 46 OF "LAKE FOREST FARMS", AS PER PLAT THEREOF RECORDED IN PLAT BOOK "A", PAGE 152, PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

EXHIBIT B
CONSERVATION EASEMENT

This instrument prepared by and return to:
David Wagner, County Attorney
Alachua County
P.O. Box 2877
Gainesville, Florida 32602-2877

Project Name: Kincaide & Tabone

DEED OF CONSERVATION EASEMENT

THIS GRANT OF CONSERVATION EASEMENT is made this _____ day of _____, 2010, by **IVOR KINCAIDE and JULIEANNE TABONE**, whose address is 6336 SE CR 234 Gainesville ("Grantor"), in favor of **ALACHUA COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose address is P. O. Box 2877, Gainesville, Florida, 32602-2877, ("Grantee").

The terms "Grantor" and "Grantee" shall include the singular and the plural, and the successors and assigns of Grantor and Grantee, and the provisions of this Conservation Easement shall be binding upon and inure to the benefit of Grantor, Grantee and their successors and assigns.

RECITALS

WHEREAS, Grantor is the sole owner in fee simple of certain real property in Alachua County, Florida, more particularly described in Exhibit "A" attached hereto and incorporated by reference (hereinafter, the "Property"); and,

WHEREAS, the Property qualifies as "a relatively natural habitat of fish, wildlife, or plants, or similar ecosystems," as that phrase is used in Section 170(h)(4)(a)(ii) of the Internal Revenue Code; and

WHEREAS, Grantor and Grantee mutually recognize the natural, scenic and special character of the Property and have the common purpose of conserving certain natural values and character of the Property by conveyance to Grantee of a perpetual Conservation Easement on, under, over, and across the Property, to conserve the Property's character, ecological integrity, hydrologic integrity, and geologic features and to protect the animal and plant populations on the Property; altogether known as the "Conservation Values" of the Property and further described below that make the Property unique and important to protect; and

WHEREAS, approximately 50% of the Property is comprised of upland natural communities, including Upland Mixed Forest, Upland Pine Forest, Sandhill and Pine Flatwoods, portions of which provide habitat for many species including deer, fox, songbirds, the state listed Gopher Tortoise and the Florida Natural Areas Inventory listed Eastern diamondback rattlesnake; and

WHEREAS, the remainder of the Property is comprised of a high quality Basin Swamp system with a portion of Lake Forest Creek, a good-quality Blackwater Stream, running through the swamp. The Property lies within the Newnan's Lake watershed and flows into Newnan's Lake via a series of drains. A small Sinkhole Lake is located in the south-central portion of the Property. These wetland areas provide habitat for the state and federally listed American alligator; and

WHEREAS, the specific Conservation Values of the Property are documented in the "Baseline Documentation Report for the Kincaide & Tabone Conservation Easement Tract in Alachua County, Florida", ("Baseline Documentation"), dated _____ which consists of reports, maps, photographs, and other documentation that the parties agree provide, collectively, an accurate representation of the Property at the time of this grant, and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant and which Baseline Documentation establishes the condition of the Property at the time of the gift as provided in Treasury Regulation Section 1.170A-14(g)(5). The Baseline Documentation shall be signed by Grantor and Grantee and shall be maintained on file with Grantor and also in the offices of the Alachua County Environmental Protection Department and is incorporated by this reference. A copy of the Baseline Documentation is available from the County department on request. Exhibit "B" contains a copy of a map of the Property as contained within the Baseline Documentation; and

WHEREAS, Grantor desires to ensure that the Conservation Easement granted herein complies with the provisions of Section 2031(c) of the Internal Revenue Code, relating to the Federal Estate Tax treatment of lands subject to a qualified conservation easement, and intends that the lands which are the subject of this Conservation Easement will so qualify for such treatment; and

WHEREAS, Grantor intends that the Conservation Values of the Property be preserved and maintained by the continuation of those existing land use patterns that do not impair or interfere with those values; and

WHEREAS, Grantee is an agency authorized under the provisions of §704.06, Florida Statutes, and Section 170(h) of the Internal Revenue Code, to hold Conservation Easements for the preservation and protection of land in its natural, scenic, historical, agricultural, forested or open space condition; and

WHEREAS, Grantee agrees by accepting this grant to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the Conservation Values of the Property for the benefit of this generation and the generations to come; and

WHEREAS, the fact that any use of the Property that is expressly prohibited by the terms of this Conservation Easement may become greatly more economically valuable than uses allowed by the terms of this Conservation Easement, or that neighboring properties may, in the future, be put entirely to uses that are not allowed by this Conservation Easement has been considered by Grantor in granting this Conservation Easement and by Grantee in accepting it; and

WHEREAS, Grantor further intends, as owner of the Property, to convey to Grantee the right to preserve and protect the Conservation Values of the Property in perpetuity as defined herein; and

THEREFORE, to achieve these purposes, and in consideration of the sum of one hundred dollars ($100.00) and other good and valuable consideration, including but not limited to the above and the mutual covenants, terms, conditions, and restrictions contained herein, the receipt and sufficiency of which is acknowledged, and pursuant to the laws of Florida, and in particular §704.06, Florida Statutes, but without intending the validity of this Conservation Easement to be dependent on the continuing existence of such laws, Grantor hereby voluntarily grants and conveys to Grantee a Conservation Easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth ("Conservation Easement").

ARTICLE I. DURATION OF CONSERVATION EASEMENT

This Conservation Easement shall be perpetual. It is a Conservation Easement, runs with the land, and is enforceable by Grantee against Grantor, Grantor's personal representatives, heirs, successors and assigns, lessees, agents, and licensees.

ARTICLE II. PURPOSE OF CONSERVATION EASEMENT

The purpose of this Conservation Easement ("Purpose") is to retain, maintain and enhance the wildlife, plants and natural communities of the Property in their natural, scenic, wooded condition by preserving in perpetuity the Conservation Values of the Property, as described above and as depicted in the Baseline Documentation, through land stewardship practices guided by the following principles:

- Maintenance, enhancement and ecological restoration of wildlife habitat;
- Protection of unique and fragile natural areas and rare species habitats;
- Maintenance of the value of the resource in avoiding land fragmentation;
- Protection of open space and the scenic and other distinctive natural characteristics of the landscape;
- Maintenance of soil productivity and control of soil erosion; and
- Protection of surface water quality and recharge to the Floridan Aquifer, wetlands, and riparian areas.

Grantor intends that this Conservation Easement will confine the use of the Property to such existing uses and to such future activities, as are consistent with the Purpose of this Conservation Easement.

ARTICLE III. RIGHTS GRANTED TO GRANTEE

To accomplish the Purpose of this Conservation Easement, the following rights are conveyed to Grantee by this Conservation Easement:

A. PROTECTION OF CONSERVATION VALUES
The right to enforce protection of the Conservation Values of the Property.

B. TRANSFER AND ASSIGNMENT
The right of Grantee to assign its rights and obligations under this Conservation Easement, but only to an organization that is, at the time of the assignment, both (i) a "qualified organization" as that term is defined in Section 170(h) of the Internal Revenue Code, and (ii) authorized to acquire and hold conservation easements under Section 704.06 of the Florida Statutes (or any successor provision then applicable). As a condition of such transfer, Grantee shall require that any successor or assignee shall take the land subject to the reservations, restrictions and obligations of Grantor as to the use of the Property so that the Purpose of this grant may continue to be carried out.

C. GRANTEE'S ACCESS AND MONITORING
The right of ingress and egress to the Property and to enter upon the Property at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Conservation Easement; provided that such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property.

D. PROTECTION OF GRANTEE'S INTEREST
The right to prevent any activity on or use of the Property that is inconsistent with the Purpose or provisions of this Conservation Easement or the Conservation Easement Stewardship Plan, and to require Grantor's restoration of such areas or features of the Property that may be damaged by any such inconsistent activity or use, at Grantor's cost.

E. PROTECTION OF NATURAL RESOURCES
The right to have the Property maintained as reflected in the Baseline Documentation, as the Property may develop through the forces of nature hereafter and subject only to the exercise of Grantor's reserved rights and the Rights Granted to the Grantee, as described in this Conservation Easement.

F. RIGHT OF FIRST REFUSAL
Grantor hereby grants to Grantee a "Right of First Refusal" to purchase the Property, or any interest in the Property, which Grantor hereafter wishes to sell. Grantor shall notify Grantee in writing of Grantor's intent to accept an offer to sell the Property, or any interest in it, to a third party purchaser. Grantee shall have one-hundred twenty (120) days from receipt of such notification within which to provide Grantee's written notice to Grantor of Grantee's intention to purchase the Property upon the same terms and conditions as said offer. If Grantee notifies the Grantor that Grantee has decided not to purchase the Property, or, in the event Grantee fails to notify Grantor, within one-hundred twenty (120) days, of its intent to purchase the Property, then Grantor may sell the Property to the person named in Grantor's notice. If Grantor does not sell the Property to said named person under the terms and conditions represented to Grantee, then Grantee shall have the same right of first refusal before Grantor may accept an offer from another purchaser. This right of first refusal shall apply to any voluntary or involuntary transfer of the Property to any other entity, including a devise by will or intestacy; however, this right of first refusal is not applicable to a transfer of Grantor's property by Grantor to Grantor's spouse,

children, or grandchildren. The parties specifically intend that this right of first refusal shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, transferees, assigns and successors. Grantor also agrees to notify Grantee in writing whenever Grantor wishes to sell the Property and to offer to sell the Property to Grantee. Upon receipt of such notice, Grantee shall have the same one-hundred twenty (120) day period mentioned above to provide notice to Grantor of Grantee's intent to purchase. If Grantee does not purchase the Property for any reason, then Grantor may sell the Property to anyone within a one-year period. If Grantor has not sold the Property within one year, then Grantee's right of first refusal reattaches to the Property.

G. INDEMNIFICATION

The right to be indemnified by Grantor for any and all liability, loss, damage, expense, judgment or claim (including a claim for attorney fees) arising out of any negligent or willful action or activity resulting from Grantor's use and ownership of or activities on the Property or the use of or activities of Grantor's agents, guests, lessees or invitees on the Property or arising out of any condition of the Property known to Grantor to the best of Grantor's knowledge.

ARTICLE IV. PROHIBITED, RESTRICTED AND PERMITTED USES

Grantor reserves to Grantor and to Grantor's personal representatives, successors, heirs and assigns, the right to engage in the following specific permitted uses of the Property, subject to the prohibitions and restrictions contained in the same subparagraphs as the permitted uses. Notwithstanding anything contained herein to the contrary, any activity on or use of the Property inconsistent with the Purpose is prohibited.

A. DEVELOPMENT RIGHTS AND SUBDIVISION

There shall be no division, partitioning, or subdivision in any manner of the Property, notwithstanding that the Protected Property was acquired in separate parcels or lots or may be the subject of an approved subdivision. A boundary line adjustment shall not be considered a division provided either: (i) each parcel affected by the boundary line adjustment is subject to a conservation easement granted to Grantee, which conservation easement contains terms and conditions at least as protective of the Conservation Values as the terms and conditions of this Conservation Easement, or (ii) advance written approval of the boundary line adjustment is obtained from Grantee.

All current and future residential, commercial, industrial and incidental development rights that are now or hereafter allocated to, implied, reserved, or inherent in the Property except as specifically reserved to Grantor in this Article are hereby terminated and extinguished and may not be used on or transferred to other property. Neither the Property nor any portion thereof may be included as part of the gross area of other property not subject to this Conservation Easement for the purposes of determining density, lot coverage, or open space requirements, under otherwise applicable laws, regulations or ordinances controlling land use and building density. No development rights or density credits shall be transferred to any other property pursuant to a transferable development rights program or cluster development arrangement or otherwise. Nor shall any development rights or density credits be transferred onto the Property from other property.

B. IMPROVEMENTS AND NEW CONSTRUCTION

i) Existing Structure.

The existing shed with a hand-pumped well currently existing on the Property and documented in the Baseline Documentation (the "Existing Structure") may be used, repaired and maintained in its current location. The Existing Structure may be demolished and rebuilt in accordance with applicable law in substantially the same location, provided that the Grantee receives 30 days prior notice to the commencement of demolition or construction, but it may not be enlarged or moved.

ii) Single-Family Residential Dwelling and Appurtenant Structures.

One single family residence and associated appurtenant structures ("New Residence") may be built or placed within the Building Envelope as defined below, provided that: (a) prior to the commencement of construction Grantee's approval must be obtained, with such approval not being unreasonably withheld (b) all construction shall be in strict conformity with all applicable local and state laws and requirements, (c) there shall be no impairment to the Conservation Values of the Property, (d) the septic system shall comply with the best technology reasonably available at the time for the purpose of minimizing any impact of the septic system to the Conservation Values, (e) stormwater runoff will be directed away from slopes and sited for maximum infiltration, (f) all paved roads and other impervious surfaces located on the Property including those existing on the date of this Easement, as well as all existing and future structures and other improvements including but not limited to the Existing Structure, New Residence, pole barns, sheds, swimming pools, above and below ground storage tanks, shall not exceed a total footprint of 10,000 square feet, (g) all improvements except for fences, roads and trails shall be located within the five (5) acre Building Envelope described in Exhibit "B", (the "Building Envelope"), (h) all new structures and septic system shall be located at least 150 feet from any wetland areas, sinkholes or karst features, and (i) construction shall be accomplished with minimal removal of existing trees and canopy cover.

iii) Roads, Trails and Motorized Vehicles.

The existing access driveway and road into the Property identified in the Baseline Documentation may be maintained, widened and lengthened as necessary to provide continued access to the Existing Structure and access to the New Residence and other improvements listed above, provided that: (a) it be done in strict conformity with all applicable laws and requirements, (b) it be maintained at Grantor's sole expense, (c) it be constructed so as to minimize the impact on the Conservation Values of the property, (d) if widened, it must not exceed 30 (thirty) feet in total width, (d) materials utilized in the construction and maintenance of the road shall not include concrete or asphalt and must be permeable to allow adequate water/run-off percolation into the ground, (e) prior to the commencement of construction Grantee's approval must be obtained, with such approval not being unreasonably withheld, and (f) construction shall be accomplished with minimal removal of existing trees and canopy cover.

Grantor shall have the right to clean-up, open, maintain and utilize those roads and trails that were open and utilized at one time, but are currently overgrown, and documented as such in the Baseline Documentation. Roads and trails re-opened and cleaned up pursuant to the previous sentence may be re-opened only to the extent of their prior length and width and may not be improved with concrete or asphalt and must remain permeable to allow adequate water/run-off percolation. No other roads or trails may be constructed or created on the Property. Fire lines created for the sole purpose of prescribed fire management and habitat restoration of the Property, as described in IV. G. below and in the Stewardship Plan, shall not constitute a violation of this general prohibition on new trails and roads.

There shall be no operation of motorized vehicles except: (i) within the Building Envelope, or (ii) outside of the Building Envelope on established roads unless necessary: (a) to protect or enhance the Conservation Values, or (b) for emergency purposes.

iv) Utility Services and Septic System.

Installation, maintenance, repair, replacement, removal, and relocation of electric, gas, and water facilities, sewer lines and/or other public or private utilities, including telephone or other communication services over or under the Property for the purpose of providing electrical, gas, water, sewer, or other utilities to serve improvements on the Property are permitted herein, and the right to grant easements over and under the Property for such limited purposes, is permitted, provided that the impact of such installation and maintenance on the Conservation Values is limited to the greatest extent possible. Grantor shall not permit or grant easements for utility transmission or distribution facilities or systems without the written consent of the Grantee. Installation, maintenance, repair or improvement of a septic or other underground sanitary system, for the benefit of any of the improvements permitted herein, is permitted, provided such septic system is located at least 150 feet from any wetland areas, sinkholes or karst features. All other utilities are prohibited on the Property including, but not limited to, commercial cellular communication towers or structures.

v) Signs.

Grantor or Grantee may erect and maintain reasonable non-commercial signs indicating the owner of the Property, the name of the Property, boundary markers, directional signs, regulatory signs, interpretative signs, and signs designating the Property as land under the protection of Grantee. Any signs erected pursuant to this provision shall conform to the nature and character of the Property.

C. WATER RESOURCES

Grantor may continue to operate, maintain and replace the existing, non-commercial, ground water well incident to the permitted residential and agricultural uses on the Property. Grantor may install, operate and maintain one (1) additional, non-commercial, ground water well within the Building Envelope to service the Existing Structure and/or the New Residence. The operation, maintenance, replacement and installation shall be subject to legally required permits and regulations. Notwithstanding the right to construct and operate these ground water wells, there shall be no activities conducted on the Property that will be detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation. There shall be no dredging of new canals, construction of new dikes, manipulation of natural water courses, or disruption, alteration, pollution, depletion, or extraction on the Property of existing surface or subsurface water flow or natural water sources, fresh water lakes, ponds and pond shores, marshes, creeks or any other water bodies, nor any activities or uses conducted on the Property that would be detrimental to water purity or that could alter natural water level or flow in or over the Property. Notwithstanding anything contained herein to the contrary, there shall be no commercial water wells on the Property.

D. COMMERCIAL ACTIVITY

Commercial or industrial activity, or ingress, egress or other passage across or upon the Property in conjunction with any commercial or industrial activity on the Property is prohibited. The parties agree that this paragraph shall prohibit the use of the Property for commercial recreational activities within the meaning of Section 2031(c)(8)(B) of the Internal Revenue Code.

E. AGRICULTURAL ACTIVITY

There shall be no commercial agricultural use of the Property.

Grantor shall be permitted to keep and house domesticated pets such as cats and dogs, and livestock (but not cattle or swine) within the Building Envelope. In addition, Grantor may grow fruits and vegetables within the Building Envelope for personal consumption by Grantor and Grantor's immediate family. All such uses shall not have an adverse impact on the Conservation Values of the Property and shall be carried out in accordance with the Conservation Easement Stewardship Plan.

Grantor shall not introduce, or allow the intentional introduction or propagation of non-native plant or animal species, including the above mentioned livestock, that in the sole discretion of Grantee may have an adverse impact on the Conservation Values of the Property.

Grantor shall to the degree practical, as set forth in the Conservation Easement Stewardship Plan, manage and control any occurrence and spread of Nuisance Exotic Animal Species, such species being those specifically listed as nonnative and regulated by the Florida Fish and Wildlife Conservation Commission, or similar regulatory agency.

Notwithstanding anything contained herein to the contrary, no agriculture or livestock shall be allowed within a 150-foot buffer around wetland areas, sinkholes and other karst features.

F. BIOCIDES AND FERTILIZER

There shall be no application of biocides (including, but not limited to, pesticides, insecticides, fungicides, rodenticides, and herbicides) on the Property, except that these products may be used in limited quantities in strict conformance with the manufacturer's instructions for ordinary household purposes. However, biocides may be used in a reasonable manner for conservation purposes with Grantee's prior written consent to control and eradicate Nuisance Exotic Plant Species as defined in Article V, paragraph H below. Additionally, biocides and fertilizer may be used in a reasonable manner in relation to the allowed non-commercial agriculture use described in Article V, paragraph E above and shall be applied in accordance with the product label and according to agricultural best management practices recommended by the Natural Resources Conservation Service or the Florida Department of Agriculture and Consumer Services, whichever is more stringent, as those best management practices may be amended from time to time.

G. HABITAT RESTORATION

The Grantor shall retain and have the right to engage in management and ecological restoration activities to foster, preserve, protect, and restore the natural, ecological, scenic, wildlife and plant life features and values of the Property as set forth in the Conservation Easement Stewardship Plan approved by Grantee.

H. REMOVAL OF VEGETATION AND INTRODUCTION OF EXOTIC PLANTS

There shall be no removal, destruction, cutting, trimming, or mowing of any vegetation or timber except as follows: (a) to carry out the rights reserved in Article V, paragraphs B, E, F and G, (b) with respect to trees or vegetation that are diseased, rotten, damaged, or fallen, or that are a safety or health hazard, (c) as is necessary to maintain existing roads and trails depicted in the Baseline

Documentation, (d) for personal use, up to four (4) non-wetland tree species may be harvested per year, and (e) to control and/or eradicate all Nuisance Exotic Plant Species as described below.

Notwithstanding anything contained in this Agreement to the contrary, timber harvesting in the natural wetlands as depicted in the Baseline Documentation and cutting or removing cypress from the Property are prohibited.

Grantor shall not, nor allow others to, plant or grow plants: 1) listed by the Florida Exotic Pest Plant Council as Category I (invading and disrupting native plant communities of Florida) or Category II (shown to have a potential to disrupt native plant communities), 2) listed in Federal Noxious Weed List (7 C.F.R. 360, as may be amended), 3) listed in the Prohibited Aquatic Weed List (62C-52, F.A.C.), 4) listed in the State of Florida Noxious Weed List (5B-57, F.A.C.), 5) listed in an amended or successor list to any of the above lists, and 6) a similar list contained in the Conservation Easement Stewardship Plan. The lists 1 through 6 above shall collectively be considered "Nuisance Exotic Plant Species". Grantor shall to the degree practical, as outlined in the Conservation Easement Stewardship Plan, manage and control any occurrence and spread of Nuisance Exotic Plant Species. Grantor hereby grants to Grantee the right, in Grantee's sole discretion and at Grantee's expense, to develop and implement an exotic plant removal plan for the control and eradication of Nuisance Exotic Plant Species on the Property, together with the right of ingress and egress to the Property for the purpose of exercising such right. Under no circumstances, shall this right conveyed to Grantee be construed to diminish Grantor's responsibilities under this paragraph or as an obligation of Grantee.

I. RECREATIONAL USE OF PROPERTY

The right to observe, maintain and photograph the Property and use of the Property for non-commercial hiking, bicycle riding, horseback riding, hunting and fishing is expressly reserved, so long as the same do not constitute a danger to Grantee's employees, agents, officers, directors and invitees, and so long as such activities do not violate any of the prohibitions applicable to the Property or Grantee's rights, as stated in this Conservation Easement and are not inconsistent with the Purpose of this Conservation Easement.

J. MORTGAGE

The right to mortgage the Property; provided, however, that the Mortgagee's lien shall be inferior to and lower in priority than this Conservation Easement.

K. EXCLUSIVE USE

The right to exclusive use of the Property subject to the rights granted to Grantee in this Conservation Easement.

L. DUMPING

No soil, trash, liquid or solid waste or unsightly, offensive, or hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants, including, but not limited to, those as now or hereafter defined by federal or Florida law defining hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants shall be dumped or placed on the Property.

M. MINING

There shall be no exploration for and extraction of oil, gas, minerals, peat, muck, marl, limestone,

limerock, kaolin, fuller's earth, phosphate, common clays, gravel, shell, sand and similar substances, under and by virtue of the authority of a grant or reservation or other form of ownership of or interest in or control over or right to such substances.

N. ENDANGERED SPECIES
Actions or activities that may reasonably be expected to adversely affect threatened or endangered species are prohibited.

ARTICLE V. PUBLIC ACCESS

The granting of this Conservation Easement does not convey to the public the right to enter the Property for any purpose.

ARTICLE VI. GRANTEE'S REMEDIES

A. REMEDIES
If Grantee determines that Grantor is in violation of the terms of this Conservation Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the Purpose of this Conservation Easement, to restore the portion of the Property so injured. If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a 30-day period, fails to begin curing such violation within the 30-day period, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Conservation Easement or injury to any conservation values protected by this Conservation Easement, including damages for the loss of scenic, aesthetic, or environmental values, and to require the restoration of the Property to the condition that existed prior to any such injury. Without limiting Grantor's liability therefor, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate damage to the conservation values of the Property, Grantee may pursue its remedies under this paragraph without prior notice to Grantor or without waiting for the period provided for cure to expire. Grantee's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Conservation Easement, and Grantor agrees that Grantee's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

B. NO WAIVER
Any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of

such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

C. WAIVER OF CERTAIN DEFENSES
Grantor hereby waives any defense of laches, estoppel, adverse possession or prescription.

D. ACTS BEYOND GRANTOR'S CONTROL
Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

E. HOLD HARMLESS
Grantor shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorney fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties; (2) the obligations specified in Article IX, paragraphs B and C; and (3) the existence or administration of this Easement.

ARTICLE VII. CONSERVATION EASEMENT STEWARDSHIP PLAN

A Conservation Easement Stewardship Plan, that describes the stewardship goals, objectives, strategies and management responsibilities, shall be developed and mutually agreed upon by the parties prior to execution and delivery of this Conservation Easement. The Conservation Easement Stewardship Plan shall reflect the Purpose and covenants of this Conservation Easement and nothing in the Conservation Easement Stewardship Plan shall conflict with the Purpose or any covenant of this Conservation Easement. The initial Conservation Easement Stewardship Plan shall be prepared by Grantor and approved in writing by Grantee prior to delivery and acceptance of this Conservation Easement. Grantor and Grantee shall meet on or before the anniversary of the date of the execution of this Conservation Easement each year to review the previous twelve (12) months of activity covered in the Conservation Easement Stewardship Plan as well as activities scheduled for the upcoming twelve (12) months. The Conservation Easement Stewardship Plan and future revisions thereto shall describe the desired future condition of the Property and shall describe management actions to be undertaken during the succeeding ten (10) year period.

The Conservation Easement Stewardship Plan shall be updated and amended, if necessary, by Grantor, every ten years, provided however, all amendments shall be submitted to and approved in writing by Grantee prior to implementation. Grantee shall have forty-five (45) days from the date of receipt to review any proposed amendment to the Conservation Easement Stewardship Plan and submit revisions to Grantor. Grantor shall incorporate those revisions, or otherwise correct the Conservation Easement Stewardship Plan to the extent necessary to insure that it fully and

accurately reflects the provisions of this Conservation Easement. Should Grantee not respond to the submitted Conservation Easement Stewardship Plan within the forty-five (45) days, its consent shall be implied, provided however, no consent shall be implied as to any activity on the Property that is inconsistent with the Purpose of this Conservation Easement. Should the parties fail to agree on a revised Conservation Easement Stewardship Plan, the then existing plan shall continue in effect.

ARTICLE VIII. MISCELLANEOUS

A. EMERGENCIES

The term "emergency" shall mean those situations that will have an immediate and irreparable adverse impact on the Purpose of this Conservation Easement or which require the protection of human life in imminent danger or other such exigent circumstances of grave consequence.

B. COSTS AND LIABILITIES

Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate comprehensive general liability coverage. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

C. TAXES

Grantor shall pay before delinquency all ad valorem or other taxes, fees, charges or assessments which may now or hereinafter be assessed or charged against the Property and shall furnish Grantee with satisfactory evidence of payment upon request. Grantor reserves the right to contest taxes and assessments. Grantee is authorized but in no event obligated to make or advance any payment of taxes, upon three (3) days prior written notice to Grantor, in accordance with any bill, statement, or estimate procured from the appropriate authority, without inquiry into the validity of the taxes or the accuracy of the bill, statement, or estimate, and the obligation created by such payment shall bear interest until paid by Grantor at the maximum rate allowed by law.

D. GRANTOR'S GENERAL WARRANTY OF TITLE

Grantor hereby warrants that the Property is free from all encumbrances created by Grantor and agrees to defend Grantee's interest in the Property created by this Conservation Easement against the lawful claims of all persons whatsoever.

E. EXTINGUISHMENT

If circumstances arise in the future such as render the Purpose of this Conservation Easement impossible to accomplish, this Conservation Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction, and the amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be determined, unless otherwise provided by Florida law at the time, in accordance with Article IX, paragraph F. Grantee shall use all such proceeds in a manner consistent with the Purpose of this grant or the purposes of the bond or statutory program under which Grantee obtained the purchase money for this Easement. Grantor believes that any changes in the use of neighboring properties will increase the benefit to the public of the continuation of this Conservation Easement, and Grantor and Grantee intend that any such changes shall not be deemed to be circumstances justifying the termination or extinguishment of this Conservation Easement. In addition, the inability of Grantor to conduct or implement any or all of

the uses allowed under the terms of this Conservation Easement, or the unprofitability of doing so, shall not impair the validity of this Conservation Easement or be considered grounds for its termination or extinguishment.

F. PROCEEDS

This Conservation Easement constitutes a real property interest immediately vested in Grantee, which, for the purposes of Article IX, paragraph E, the parties stipulate to have a fair market value determined by multiplying the fair market value of the Property unencumbered by the Conservation Easement (minus any increase in value after the date of this grant attributable to improvements) by the ratio of the value of the Conservation Easement at the time of this grant to the value of the Property, without deduction for the value of the Conservation Easement, at the time of this grant. The values at the time of this grant are those values used to calculate the deduction for federal income tax purposes allowable by reason of this grant, pursuant to Section 170(h) of the Internal Revenue Code. For the purposes of this paragraph, the ratio of the value of the Conservation Easement to the value of the Property unencumbered by the Conservation Easement shall remain constant.

G. CONDEMNATION

If this Conservation Easement is taken, in whole or in part, by exercise of the power of eminent domain, Grantee's share of condemnation proceeds recovered shall be determined by multiplying that amount received by the ratio set forth in Article IX, paragraph F. Grantee shall use any proceeds received under the circumstances described in this paragraph G in a manner consistent with the conservation purposes exemplified by this grant.

H. SUBSEQUENT TRANSFERS

Grantor agrees to incorporate the terms of this Conservation Easement in any deed or other legal instrument by which Grantor divests any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least twenty (20) days prior to the date of such transfer. All subsequent Grantors shall contact Grantee within twenty (20) days following transfer of fee title to the Property to schedule a meeting for the purposes of coordination and planning. The failure of Grantor to perform any act required by this paragraph shall not impair the validity or priority of this Conservation Easement or limit its enforceability in any way.

I. SUCCESSORS

The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

J. NON-MERGER

Grantor and Grantee agree that terms of this Conservation Easement shall survive any merger of the fee and Conservation Easement interest in the Property.

K. NOTICES

The Grantor shall notify the Grantee before undertaking any activity that may reasonably be expected to have an adverse impact on the Conservation Values. Such notice shall be in writing and shall describe the proposed activity in sufficient detail to allow the Grantee to judge the consistency of the proposed activity with the Purpose of this Conservation Easement. The Grantee

may permit the proposed activity only if the Grantee determines that such activity (i) does not violate the Purpose of this Conservation Easement and (ii) either enhances or does not impair the Conservation Values. Notwithstanding the foregoing, the Grantee and the Grantor have no right or power to agree to any activity on the Protected Property that is inconsistent with the Purpose of this Conservation Easement.

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either sent by certified mail return receipt requested or sent by overnight courier to the parties as set forth herein, or to such other addresses such party may establish in writing to the other.

Notice to Grantor shall be sent to:
Ivor Kincaide & Julieanne Tabone
6336 SE CR 234
Gainesville, FL 32641

Notice to Grantee shall be sent to:
Alachua County
Board of County Commissioners
Attn: Environmental Protection Department
P.O. Box 2877
Gainesville, FL 32602-2877

Except in regard to notice pursuant to Article VII above, whenever a consent or approval is required from either Grantor or Grantee, the party seeking the consent or approval shall send a written request for such consent or approval to the other party as specified above and such other party shall respond to the request within sixty (60) business days of its receipt. However, if consent or approval is required from the Alachua County Board of County Commissioners or another Grantee government entity, Grantee shall have sixty (60) days following Grantee's duly noticed board meeting at which the item was duly noticed and acted upon. In the event that the consenting or approving party fails to respond within the sixty (60) business day period, its consent or approval shall be implied, provided, however, that no consent or approval shall be implied for any activity on the Property that is inconsistent with the Purpose of this Conservation Easement.

L. RECORDATION
Grantee shall record this instrument in timely fashion in the official records of Alachua County, Florida, and may re-record it at any time as may be required to preserve its rights in this Conservation Easement.

M. NON-HOMESTEAD CERTIFICATION
Grantor hereby certifies that if a Grantor who is married signs this Conservation Easement without the joinder of his or her spouse, the Property is neither the homestead of Grantor nor the primary physical residence of Grantor, nor is the Property contiguous to the homestead or primary physical residence of Grantor.

N. AMENDMENTS

The terms and provisions of this Conservation Easement may be amended by the mutual consent of the parties hereto, provided that no such amendment shall be made that will adversely affect the qualification of this Easement for the tax benefits available or the status of Grantee under any applicable laws, including Section 170(h) of the Internal Revenue Code. Any such amendment shall be consistent with the Purpose of this Conservation Easement, shall not affect its perpetual duration, and shall not result in any diminution of protection of the Conservation Values. Nothing herein shall require Grantee to agree to any amendment. No amendment shall be effective until executed with the formality of a deed and recorded in the public records.

O. CONTROLLING LAW

The laws of the State of Florida and the County of Alachua shall govern the interpretation and performance of this Conservation Easement.

P. LIBERAL CONSTRUCTION

Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed in favor of the grant to effect the Purpose of this Conservation Easement and the policy and purpose of §704.06, Florida Statutes. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purpose of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

Q. SEVERABILITY

If any provision of this Conservation Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Conservation Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

R. JOINT OBLIGATION

The obligations imposed by this Conservation Easement upon Grantor shall be joint and several.

S. TERMINATION OF RIGHTS AND OBLIGATIONS

A party's rights and obligations under this Conservation Easement terminate upon transfer of the party's interest in the Conservation Easement or the Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

T. CAPTIONS

The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

TO HAVE AND TO HOLD unto Grantee, its successors, and assigns forever.

IN WITNESS WHEREOF, Grantor and Grantee have set their hands on the day and year first above written

Witnesses:

Signature of first witness

Sarah Salazzo

Printed name of first witness

Signature of second witness

Carlos A Martinez Jr

Printed name of second witness

GRANTOR:

IVOR KINCAIDE

JULIEANNE TABONE

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 5TH day of November 2010 by **IVOR KINCAIDE,** who is ☐ personally known to me or ☒ who has produced Florida Driver Licence as identification.

Notary Public - State of Florida
My Commission Expires May 28, 2011

Sign:
Print Name: Carlos A Martinez Jr

CARLOS A. MARTINEZ, JR.
MY COMMISSION # DD 668991
EXPIRES: May 28, 2011
Bonded Thru Pichard Insurance Agency

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 5TH day of November 2010 by **JULIEANNE TABONE,** who is ☐ personally known to me or ☒ who has produced Florida Driver License as identification.

Notary Public - State of Florida
My Commission Expires May 28, 2011

Sign:
Print Name: Carlos A Martinez Jr

CARLOS A. MARTINEZ, JR.
MY COMMISSION # DD 668991
EXPIRES: May 28, 2011
Bonded Thru Pichard Insurance Agency

Alachua County, Florida
By its Board of County Commissioners

By: _____

, Chair

ATTEST:

Date: _____

By: _____
J.K. Irby, Clerk

Approved as to Form:

Attorney: _____

Date Executed: _____

(Seal)

Exhibit A (Legal Description)

LEGAL DESCRIPTION:

LOTS 38, 39, 40, 38A, 39A & 40A OF "LAKE FOREST – GAINESVILLE – LAKE FARMS", A SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK "A", PAGE 152 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

AND, THE EAST TEN (10) ACRES OF AN UNNUMBERED LOT IN SAID PLAT, SAID UNNUMBERED LOT BEING MORE PARTICULARLY DESCRIBED AS THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 10 SOUTH, RANGE 21 EAST, ALACHUA COUNTY, FLORIDA, LESS ANY RIGHT–OF–WAY AS PER PLAT THEREOF.

TOGETHER WITH:

LOTS 41, 42, 43, 41A, 42A & 43A OF "LAKE FOREST – GAINESVILLE – LAKE FARMS", A SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK "A", PAGE 152 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

AND, AN UNNUMBERED LOT IN SAID PLAT, SAID UNNUMBERED LOT BEING MORE PARTICULARLY DESCRIBED AS THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 10 SOUTH, RANGE 21 EAST, ALACHUA COUNTY, FLORIDA, LESS ANY RIGHT–OF–WAY AS PER PLAT THEREOF.

TOGETHER WITH: O.R. BOOK 2053–745

LOTS 44, 45 & 46 OF "LAKE FOREST FARMS", AS PER PLAT THEREOF RECORDED IN PLAT BOOK "A", PAGE 152, PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

Exhibit B (Baseline Documentation Report)
to be attached

EXHIBIT C
ENVIRONMENTAL AFFIDAVIT

STATE OF FLORIDA)
) SS:
COUNTY OF Alachua)

BEFORE ME, the undersigned authority personally appeared IVOR KINCAIDE, a single man, and JULIEANNE TABONE, a single woman, ("Seller"), who being by me first duly sworn, deposes and states:

1. That the undersigned, hereinafter referred to as the "Seller", is the sole owner in fee simple and now in possession of the following described property together with improvements located thereon located in Alachua County, Florida, to-wit:

See Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter "the Property")

2. That the Seller is this day (the "Closing Date") conveying a perpetual conservation easement on the Property to ALACHUA COUNTY, FLORIDA, hereinafter referred to as the "Purchaser".

3. For purposes of this Affidavit the term "Environmental Law" shall mean any and all federal, state and local statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or other governmental restrictions relating to the protection of the environment or human health, welfare or safety, or to the emission, discharge, seepage, release or threatened release of Hazardous Materials (as hereinafter defined) into the environment including, without limitation, ambient air, surface water, ground water, or land, or otherwise relating to the handling of such Hazardous Materials. For purposes of this Affidavit the term "Hazardous Materials" shall mean any contaminant, chemical, waste, irritant, petroleum product, waste product, radioactive material, flammable or corrosive substance, explosive, poly-chlorinated biphenyls, asbestos, hazardous or toxic substance, material or waste of any kind, or any other substance which is regulated by any Environmental Law.

4. As of the Closing Date, the Seller warrants and represents, in accordance with and subject to paragraphs 4.A. and 4.B. of the Option Agreement for Sale and Purchase between Seller and Purchaser, to the Purchaser, its successors and assigns that:

(i) Seller has not placed, or permitted to be placed, any Hazardous Materials on the Property and, to the best of Seller's knowledge, no other person or entity has placed, or permitted to be placed, any Hazardous Materials on the Property.

(ii) To the best of Seller's knowledge, there does not exist on the Property any condition or circumstance which requires or may, in the future, require cleanup, removal or other remedial action or other response under Environmental Laws on the part of the Seller or a subsequent owner of all or any portion of the Property or which would subject Seller or a subsequent owner of all or any portion of the Property to liability, penalties, damages or injunctive relief.

(iii) To the best of Seller's knowledge, no underground treatment, buried, partially buried or above ground storage tanks, storage vessels, sumps, drums, containers, water, gas or oil wells, or landfills are or have ever been located on the Property.

(iv) Seller, and to the best of Seller's knowledge, any other person or entity that has owned, occupied or possessed the Property, has never violated, and is presently in compliance with, all Environmental Laws applicable to the Property.

(v) No warning notice, notice of violation, administrative complaint, judicial complaint or other formal or informal notice has been issued by any federal, state or local environmental agency alleging that conditions on the Property are in violation of any Environmental Law.

(vi) Seller is not subject to any judgment, decree, order or citation related to or arising out of Environmental Laws, and Seller has not been named or listed as a potentially responsible party by any governmental body or agency in a matter arising under any Environmental Law.

5. That Seller makes this Affidavit for the purpose of inducing the Purchaser to purchase a perpetual conservation easement on the Property, and Seller acknowledges that Purchaser will rely upon the representations and warranties set forth in this Affidavit.

FURTHER AFFIANT SAYETH NAUGHT.

IVOR KINCAIDE, a single man

JULIEANNE TABONE, a single woman

STATE OF Florida)
)
COUNTY OF Alachua)

SWORN TO and subscribed before me this 5th day of November, 2010, by **IVOR KINCAIDE,** a single man. Such person(s) (Notary Public must check applicable box):

[ ] is/are personally known to me.
[X] produced a current driver license(s).
[ ] produced _____ as identification.

CARLOS A. MARTINEZ, JR.
MY COMMISSION # DD 668991
EXPIRES: May 28, 2011
Bonded Thru Pichard Insurance Agency

(NOTARY PUBLIC SEAL)

Notary Public

Carlos A Martinez Jr

(Printed, Typed or Stamped Name of Notary Public)

Commission No.: DD668991

My Commission Expires: May 28, 2011

STATE OF Florida)
)
COUNTY OF Alachua)

SWORN TO and subscribed before me this 5th day of November, 2010, by **JULIEANNE TABONE,** a single woman. Such person(s) (Notary Public must check applicable box):

[ ] is/are personally known to me.
[X] produced a current driver license(s).
[ ] produced _____ as identification.

CARLOS A. MARTINEZ, JR.
MY COMMISSION # DD 668991
EXPIRES: May 28, 2011
Bonded Thru Pichard Insurance Agency

(NOTARY PUBLIC SEAL)

Notary Public
Carlos A Martinez Jr
(Printed, Typed or Stamped Name of Notary Public)
Commission No.: DD668991
My Commission Expires: May 28, 2011

EXHIBIT A TO ENVIRONMENTAL AFFIDAVIT
LEGAL DESCRIPTION

LEGAL DESCRIPTION:

LOTS 38, 39, 40, 38A, 39A & 40A OF "LAKE FOREST – GAINESVILLE – LAKE FARMS", A SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK "A", PAGE 152 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

AND, THE EAST TEN (10) ACRES OF AN UNNUMBERED LOT IN SAID PLAT, SAID UNNUMBERED LOT BEING MORE PARTICULARLY DESCRIBED AS THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 10 SOUTH, RANGE 21 EAST, ALACHUA COUNTY, FLORIDA. LESS ANY RIGHT–OF–WAY AS PER PLAT THEREOF.

TOGETHER WITH:

LOTS 41, 42, 43, 41A, 42A & 43A OF "LAKE FOREST – GAINESVILLE – LAKE FARMS", A SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK "A", PAGE 152 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

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TOGETHER WITH: O.R. BOOK 2053–745

LOTS 44, 45 & 46 OF "LAKE FOREST FARMS", AS PER PLAT THEREOF RECORDED IN PLAT BOOK "A", PAGE 152, PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

ADDENDUM NO. 1
DISCLOSURE STATEMENT
(INDIVIDUAL)

The following Disclosure Statement is given in compliance with Sections 375.031(1) and 380.08(2), Florida Statutes. The Seller states as follows:

1) That to the best of the Seller's knowledge, all persons who have a financial interest in this real estate transaction or who have received or will receive real estate commissions, attorney's or consultant's fees or any other fees or other benefits incident to the sale of the perpetual conservation easement on the Property are: (If "None", please write "None"-Do not leave blank)

Name	Address	Reason for Payment	Amount
None			

2) That to the best of the Seller's knowledge, the following is a true history of all financial transactions (including any existing option or purchase agreement in favor of Seller) concerning the Property which have taken place or will take place during the last five years prior to the conveyance of the Easement to Alachua County: **(If "None", please write "None"-Do not leave blank)**

Name and Address of Parties Involved	Date	Type of Transaction	Amount of Transaction
None			

IVOR KINCAIDE, a single man

JULIEANNE TABONE, a single woman

STATE OF Florida)
)
COUNTY OF Alachua)

SWORN TO and subscribed before me this 5th day of November, 2010, by **IVOR KINCAIDE**, a single man. Such person(s) (Notary Public must check applicable box):

[ ] is/are personally known to me.
[X] produced a current driver license(s).
[ ] produced _____ as identification.

CARLOS A. MARTINEZ, JR.
MY COMMISSION # DD 668991
EXPIRES: May 28, 2011
Bonded Thru Pichard Insurance Agency

(NOTARY PUBLIC SEAL)

Carlos A. Martinez
Notary Public
CARLOS A MARTINEZ JR
(Printed, Typed or Stamped Name of Notary Public)
Commission No.: DD 668991
My Commission Expires: May 28, 2011

STATE OF Florida)
)
COUNTY OF Alachua)

SWORN TO and subscribed before me this 5th day of November, 2010, by **JULIEANNE TABONE**, a single woman. Such person(s) (Notary Public must check applicable box):

[ ] is/are personally known to me.
[X] produced a current driver license(s).
[ ] produced _____ as identification.

CARLOS A. MARTINEZ, JR.
MY COMMISSION # DD 668991
EXPIRES: May 28, 2011
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(NOTARY PUBLIC SEAL)

Carlos A. Martinez
Notary Public
CARLOS A MARTINEZ JR
(Printed, Typed or Stamped Name of Notary Public)
Commission No.: DD 668991
My Commission Expires: May 28, 2011

September 27, 2011 Regular BoCC Meeting
Agenda Item #61

Title
DAB Constructors, Inc Agreement for Annual Roadway Milling Services (Amended)

Amount
N/A

Description
Request Approval of the Agreement with DAB Constructors, Inc for annual roadway milling services.

Recommendation
Approve the Agreement with DAB Constructors, Inc for annual roadway milling services.

Alternative(s)
Do not approve

Requested By
Richard Hedrick via David Cerlanek, 352-374-5245 ext 1214

Originating Department
Public Works

Attachment(s) Description
Agreement for Contractual Services with DAB Constructors, Inc

Documents Requiring Action
Agreement for Contractual Services with DAB Constructors, Inc (2 originals)

Executive Summary
Bid # 12-64, Annual Roadway Milling Services for Public Works was opened on April 13, 2011. DAB Constructors, Inc and Oldcastle Southern Group, Inc. d/b/a APAC-Southeast, Inc were the lowest responsible and responsive bidders. The Board of County Commissioners approved the Finance Report on June 14, 2011 which recommended awarding a contract to DAB Constructors, Inc and Oldcastle Southern Group, Inc. d/b/a APAC-Southeast, Inc. The County has the option to renew this agreement for an additional two year period after September 30, 2012. This contract is used to support in-house road and maintenance crews.

Background
Bid # 12-64, Annual Roadway Milling Services for Public Works was opened on April 13, 2011. DAB Constructors, Inc and Oldcastle Southern Group, Inc. d/b/a APAC-Southeast, Inc were the lowest responsible and responsive bidders. The Board of County Commissioners approved the Finance Report on June 14, 2011 which recommended awarding a contract to DAB Constructors, Inc and Oldcastle Southern Group, Inc. d/b/a APAC-Southeast, Inc. The County has the option to renew this agreement for an additional two year period after September 30, 2012. This contract is used to support in-house road and maintenance crews.

Issues
This contract is used to supplement roadway construction and maintenance operations crews.

Fiscal Recommendation
If approved, sufficient funds exist in the FY12 budget.

Fiscal Alternative(s)
N/A

Funding Sources
Gas Tax Uses Fund; Gas Tax Bond

Account Code(s)
149-7900-541.46-52; 351-7910-541.63-xx; 350-7915-541.63-xx

Attachment: DAB Milling Srvc Final.pdf

AGREEMENT FOR CONTRACTUAL SERVICES

This Agreement is entered into this 27 day of September, 2011 between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and D.A.B Constructors Inc., doing business at P.O. Box 1589, Inglis, FL 34449 hereinafter referred to as "Contractor".

WITNESSETH

Whereas, the County desires to employ the Contractor to provide Annual Roadway Milling Services and,

Whereas, the Contractor is qualified to provide these services

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto do mutually agree as follows:

1. **Term**. This agreement is effective for the period beginning on the date of the fully executed contract, or beginning or October 1, 2011 and continuing through September 30, 2012 unless earlier terminated as provided herein. The County has the option of renewing this Agreement for one (1) additional two (2) year periods at the same terms and conditions outlined herein.

   The County's performance and obligation to pay under this agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The parties hereto understand that this Agreement is not a commitment of future appropriations.

2. **Duties of the Contractor**. The Contractor shall have and perform the following duties, obligations, and responsibilities to the County As provided in Attachment "A"

3. **Representations and Warranties.** By executing this Agreement, the Contractor makes the following express representations and warranties:

   3.1. The Contractor is a professional qualified to perform the services described.

   3.2. The Contractor warrants all the work performed by the Contractor is adequate and sufficient to meet the requirements and accomplish the purposes of the agreement.

   3.3. The Contractor acknowledges that the County's review of the work performed in no way diminishes the Contractor's warranty pertaining to the work performed.

4. **Method of Payment**. For all services actually, timely and faithfully performed, the Contractor will be paid as follows:

4.1. The Contractor shall be paid subject to additions and deductions as provided in Attachment A.

4.2. As a condition precedent for any payment, the Contractor shall submit monthly, an invoice to the County requesting payment for services properly rendered and expenses due. The Contractor's invoice shall describe with reasonable particularity each service rendered, the date thereof, the time expended if such services were rendered pursuant to an fee and the person(s) rendering such service. The Contractor's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. Each invoice shall constitute the Contractor's representation to the County that the services indicated in the invoice have reached the level stated, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Contract, that all services provided have served a public purpose, that all obligations of the Contractor covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Contractor that payment of any portion thereof should be withheld. Submission of the Contractor's invoice for final payment shall further constitute the Contractor's representation to the County that, upon receipt by the County of the amount invoiced, all obligations of the Contractor to others, including its consultants, incurred in connection with the Project, will be paid in full. The Contractor shall submit invoices to the County at the following address:

Alachua County Public Work
ATTN: Wm David Cerlanek
Post Office Box 1188
Gainesville, FL 32602-1188

4.3. Payments for all sums properly invoiced shall be made in accordance with the provisions of Chapter 218, Part VII Florida Statutes ("Local Government Prompt Payment Act") to:

D.A.B. Constructors Inc.
P.O. Box 1589
Inglis, FL 34449

4.4 No Additional reimbursable expenses will be paid under this Agreement.

5. **Duties of the County**. The County shall have and perform the following duties, obligations, and responsibilities to the Contractor:

5.1. Provide a written request for services and a written Notice to Proceed.

5.2. Provide payment as provide herein to the Contractor for all services actually, timely and faithfully performed.

6. **Personnel**.

6.1. The Contractor will assign only qualified personnel to perform any service concerning this Agreement. At the time of execution of this Agreement, the parties anticipate the following parties will perform those functions indicated:

NAME	FUNCTION
William Bachschmidt	*Vice President/Responsible Agent*
Debora Bachschmidt	*President/Alternate Responsible Agent*

6.2. So long as the individuals named above remain actively employed or able to be retained by the Contractor, they shall perform the functions indicated next to their names. The vice president may authorize changes to this list in writing.

7. **Notice**. Except as otherwise provided in this Agreement any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. For purposes of all notices, Contractor's and County representative are:

County:

Public Works Director
Alachua County Public Works Department
PO Box 1188
Gainesville, FL, 32602-1188

Contractor:

D.A.B Constructors Inc.
P.O. Box 1589
Inglis, FL 34449
ATTN: William Bachschmidt, Vice President

A copy of any notice, request or approval to the County must also be sent to:

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

and

Office of Management and Budget
Attn: Contracts/Grants
105 SE 1st Avenue, Suite 6
Gainesville, Florida 32601

8. **Default and Termination.**

8.1. The failure of the Contractor to comply with any provision of this Contract will place the Contractor in default. Prior to terminating the Contract, the County will notify the Contractor in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Contractor seven (7) days to cure the default. The County Engineer is authorized to provide written notice of default

on behalf of the County, and if the default situation is not corrected within the allotted time the Public Works Director is authorized to provide final termination notice on behalf of the County to the Contractor.

8.2. The County may also terminate the Contract without cause by providing written notice to the Contractor. The County Manager is authorized to provide written notice of termination on behalf of the County. Upon such notice, Contractor will immediately discontinue all services affected (unless the notice directs otherwise); and, deliver to the County all data, drawings, specifications, reports, estimate, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract amount earned through the date of termination, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the work not performed.

8.3. If funds to finance this Contract become unavailable, the County may terminate the Contract with no less than twenty-four hours notice in writing to the Contractor. The County will be the final authority as to the availability of funds. The County will pay the Contractor for all work completed prior to any notice of termination.

9. Project Records.

9.1. For a period of five (5) years, or fifteen (15) years if related to a capital improvement project, after the completion of all work to be performed, or as required by Chapter 119, Florida Statutes (Public Records Act) and schedules published by the Florida Bureau of Archives and Records Management, or federal requirements, whichever period is greater, the Contractor shall keep and make available to the County for inspection and copying, upon written request by the County, all records in Contractor's possession relating to the Agreement. Additionally, the Contractor shall make said records available, upon written request by the County, to any state, federal, or other regulatory authority, and any such authority may review, inspect and copy said records unless exempted under Chapter 119, Florida Statutes.

9.2. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes.

9.3. During the term of this Agreement or license, Contractor may claim that some or all of Contractor's information, including, but not limited to, software, documentation, manuals, written methodologies and processes, pricing, discounts, or other

considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as, confidential and proprietary by Contractor in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Records Act. Contractor shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use its best efforts to maintain the confidentiality of the information properly identified by the Contractor as "Confidential Information" or "CI".

9.4. The County shall promptly notify the Contractor in writing of any request received by the County for disclosure of Contractor's Confidential Information and the Contractor may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Contractor shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Contractor shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Contractor's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Contractor shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. Contractor releases County from claims or damages related to disclosure by County.

10. **Insurance**. The Contractor will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in Attachment "B"

11. **Permits**. The Contractor will obtain and pay for all necessary permits, permit application fees, licenses or any fees required.

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

13. **Indemnification**.

13.1. The Contractor agrees to protect, defend, indemnify, and hold the County and director and their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to personal injury,

death, damage to property (including destruction) defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. The contractor further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent. Contractor agrees that indemnification of the County shall extend to any and all work performed by the Contractor, its subcontractors, employees agents, servants or assigns. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor's insurance coverage. This indemnification provision shall survive the termination of the Contract between the County and the Contractor.

13.2. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions of §768.28, Florida Statutes.

14. **Assignment of Interest**. The Contractor and County recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the County. Therefore, the Contractor hereby assigns to the County any and all claims for such overcharges as to goods, material or services purchased in connection with the Agreement. However, for all other assignments, neither party will assign, convey, pledge, sublet, transfer or otherwise dispose any interest in this Agreement and shall not transfer any interest in same without prior written consent of the other party.

15. **Successors and Assigns**. The County and Contractor each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement

16. **Independent Contractor.** In the performance of this Agreement, the Contractor is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Contractor is solely responsible for the means, method, technique, sequence, and procedure utilized by the Contractor in the full performance of the agreement.

17. **Collusion**. By signing this Agreement, the Contractor 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.

18. **Conflict of Interest**. The Contractor warrants that it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The Contractor shall notify the County of any conflict of interest due to any other clients,

contracts, or property interests.

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

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

21. **Non Waiver**. The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.

22. **Governing Law and Venue**. This agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

23. **Attachments**. All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.

24. **Amendments**. The parties may amend this Agreement only by mutual written agreement of the parties.

25. **Captions and Section Headings**. Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

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

27. **Counterparts**:. This agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument

28. **Entire Agreement**. This agreement constitutes the entire agreement and supercedes all prior written or oral agreements, understandings, or representations.

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

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

ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair
Board of County Commissioners

Date: _____

ATTEST:

_____
J. K. Irby, Clerk

(SEAL)

APPROVED AS TO FORM

_____
Alachua County Attorney's Office

ATTEST (By Corporate Officer)
By: _____
Print: Brooks Herbermann
Title: Secretary

D.A.B. CONSTRUCTORS INC.

By: _____
Print: _____
Title: William J. Bachschmidt, Vice President

Date: 8/23/11

ATTACHMENT A: SCOPE OF SERVICES

1.0 SCOPE

This work will include the milling of existing asphalt pavement in accordance with Florida Department of Transportation (FDOT) Standard Specifications and as amended by these specifications, at various locations within Alachua County, on both existing and new construction.

1.1 Description of Goods and Services

Any quantities indicated herein are only estimated and the County reserves the option to increase/and or decrease quantities, or delete items as required.

The County reserves the option to add item(s) within the scope of the bid, by accepting a mutually-agreed-upon price or by obtaining such items via the County's regular Procurement Procedures.

1.2 Scheduling

Work to be performed will be provided by Alachua County Public Works to the Contractor, in writing, specifying the requested dates for the work to be performed and estimated value of the work. Contractor shall notify Alachua County Public works within five (5) business days the availability of the requested dates and work will be scheduled by the Contractor in a reasonable period of time, compatible with the Contractor's work schedule. Performance and Payment Bond for 100% of the assigned work shall be provided prior to issuance of a Notice to Proceed.

1.3 Method of Measurement

The quantity to be paid for will be the plan quantity area, in square yards, over which milling is completed and accepted. Milled material is loaded onto County trucks and becomes the property of Alachua County. Bid price shall include labor, equipment and all other related expenses.

A minimum daily rate shall be established for instances when the contractor is primarily on standby to include milling, equipment and labor for up to (ten) 10 continuous hours from the time the equipment and crew arrive on site to the time the work is completed for the day.

Mobilization to one of four work zones will be paid for preparatory work and operations in mobilizing for beginning work on the project including but not limited to movement of personnel, equipment, supplies and incidentals to the project site.

The work site will be located in one of four zones:

Zone I - Western County Line to CR 241
Zone II – NW 143rd Street to SR 121
Zone III - SR 121 to SR 200 (US 301)
Zone IV - SR 200 (US 301) to Eastern County Line

1.4 Basis of Payment

Price and payment will be full compensation for all work specified in this Section, including stockpiling and loading of the milled material.

If in the sole opinion of the County, and due to events beyond the control of either party, adjustments need to be made beyond those already provided, the parties shall negotiate in good faith to reach a mutually acceptable adjustment.

1.5 **Contractor Qualifications**

All Contractors must be pre-qualified by Florida Department of Transportation in order to provide the services as described.

1.6 **Fee Schedule**

Mobilization	**Cost**
Zone I	$1,200.00
Zone II	$1,200.00
Zone III	$1,200.00
Zone IV	$1,200.00

Milled Depth	**Amount Per Square Yard**
Milling Depth of 1-inch	$1.75
Milling Depth of 1-1/4-inches	$2.00
Milling Depth of 1-1/2-inches	$2.25
Milling Depth of 1-3/4-inches	$2.50
Milling Depth of 2-inches	$3.00
Milling Depth of 2-1/2-inches	$3.25
Milling Depth of 3-inches	$3.50

Minimum Daily Rate	**Daily Price**
Daily Rate for Equipment & Labor	$3,850.00

ATTACHMENT B: INSURANCE REQUIREMENTS

TYPE "A" INSURANCE REQUIREMENTS
"CONSTRUCTION / SERVICE CONTACTS"

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

I. **COMMERCIAL GENERAL LIABILITY**.

Coverage must be afforded under a per occurrence form policy for limits not less than $1,000,000 General Aggregate, $1,000,0000 Products / Completed Operations Aggregate, $1,000,000 Personal and Advertising Injury Liability, $1,000,000 each Occurrence, $50,000 Fire Damage Liability and $5,000 Medical Expense.

II. **AUTOMOBILE LIABILITY**.

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident.

III. **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**.

A Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

B Employer's Liability limits for not less then $100,000 each accident; $500,000 disease policy limit and $100,000 disease each employee must be included.

IV. **BUILDER'S RISK / INSTALLATION FLOATERS**.

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

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

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

V. **OTHER INSURANCE PROVISIONS**.

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

A Commercial General Liability and Automobile Liability Coverages

1 The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.

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

contributory.

B Workers' Compensation and Employers' Liability Coverages

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

C All Coverages

1 The Contractor shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under a claims made form the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.

VI. **SUBCONTRACTORS**.

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

CERTIFICATE HOLDER: **Alachua County Board of County Commissioners**

MAIL or FAX CERTIFICATES TO:

Ebix
212 Kent Street
PO Box 257
Portland, MI 48875
Ph. 517-647-1700
Fax 517-647-7900

September 27, 2011 Regular BoCC Meeting
Agenda Item #62

Title
APAC-Southeast, Inc Agreement for Annual Roadway Milling Services (Amended)

Amount
N/A

Description
Request Approval of the Agreement with Oldcastle Southern Group, Inc. d/b/a APAC-Southeast, Inc for annual roadway milling services.

Recommendation
Approve the Agreement with Oldcastle Southern Group, Inc. d/b/a APAC-Southeat, Inc for annual roadway milling services

Alternative(s)
Do not approve

Requested By
Richard Hedrick via David Cerlanek, 352-374-5245 ext 1214

Originating Department
Public Works

Attachment(s) Description
Agreement for Contractual Services with Oldcastle Southern Group, Inc. d/b/a APAC-Southeast, Inc

Documents Requiring Action
Agreement for Contractual Services with Oldcastle Southern Group, Inc. d/b/a APAC-Southeast, Inc (2 originals)

Executive Summary
Bid # 12-64, Annual Roadway Milling Services for Public Works was opened on April 13, 2011. DAB Constructors, Inc and Oldcastle Southern Group, Inc. d/b/a APAC-Southeast, Inc were the lowest responsible and responsive bidders. The Board of County Commissioners approved the Finance Report on June 14, 2011 which recommended awarding a contract to DAB Constructors, Inc and Oldcastle Southern Group, Inc. d/b/a APAC-Southeast, Inc. The County has the option to renew this agreement for an additional two year period after September 30, 2012. This contract is used to support in-house road and maintenance crews.

Background
Bid # 12-64, Annual Roadway Milling Services for Public Works was opened on April 13, 2011. DAB Constructors, Inc and Oldcastle Southern Group, Inc. d/b/a APAC-Southeast, Inc were the lowest responsible and responsive bidders. The Board of County Commissioners approved the Finance Report on June 14, 2011 which recommended awarding a contract to DAB Constructors, Inc and Oldcastle Southern Group, Inc. d/b/a APAC-Southeast, Inc. The County has the option to renew this agreement for an additional two year period after September 30, 2012. This contract is used to support in-house road and maintenance crews.

Issues

This contract is used to supplement roadway construction and maintenance operations crews.

Fiscal Recommendation
If approved, sufficient funds exist in the FY12 budget.

Fiscal Alternative(s)
N/A

Funding Sources
Gas Tax Uses Fund; Gas Tax Bond

Account Code(s)
149-7900-541.46-52; 351-7910-541.63-xx; 350-7915-541.63-xx

Attachment: APAC Milling Srvc Final.pdf

AGREEMENT FOR CONTRACTUAL SERVICES

This Agreement is entered into this 27 day of September, 2011 between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and Oldcastle Southern Group, Inc. d/b/a APAC-Southeast, Inc, doing business at 11482 Columbia Park Dr. W, Suite 3, Jacksonville, FL 32258 hereinafter referred to as "Contractor".

WITNESSETH

Whereas, the County desires to employ the Contractor to provide Annual Roadway Milling Services and,

Whereas, the Contractor is qualified to provide these services

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto do mutually agree as follows:

1. **Term**. This agreement is effective for the period beginning on the date of the fully executed contract, or beginning or October 1, 2011 and continuing through September 30, 2012 unless earlier terminated as provided herein. The County has the option of renewing this Agreement for one (1) additional two (2) year periods at the same terms and conditions outlined herein.

   The County's performance and obligation to pay under this agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The parties hereto understand that this Agreement is not a commitment of future appropriations.

2. **Duties of the Contractor**. The Contractor shall have and perform the following duties, obligations, and responsibilities to the County As provided in Attachment "A"

3. **Representations and Warranties.** By executing this Agreement, the Contractor makes the following express representations and warranties:

   3.1. The Contractor is a professional qualified to perform the services described.

   3.2. The Contractor warrants all the work performed by the Contractor is adequate and sufficient to meet the requirements and accomplish the purposes of the agreement.

   3.3. The Contractor acknowledges that the County's review of the work performed in no way diminishes the Contractor's warranty pertaining to the work performed.

4. **Method of Payment**. For all services actually, timely and faithfully performed, the

Contractor will be paid as follows:

4.1. The Contractor shall be paid subject to additions and deductions as provided in Attachment A.

4.2. As a condition precedent for any payment, the Contractor shall submit monthly, an invoice to the County requesting payment for services properly rendered and expenses due. The Contractor's invoice shall describe with reasonable particularity each service rendered, the date thereof, the time expended if such services were rendered pursuant to an fee and the person(s) rendering such service. The Contractor's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. Each invoice shall constitute the Contractor's representation to the County that the services indicated in the invoice have reached the level stated, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Contract, that all services provided have served a public purpose, that all obligations of the Contractor covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Contractor that payment of any portion thereof should be withheld. Submission of the Contractor's invoice for final payment shall further constitute the Contractor's representation to the County that, upon receipt by the County of the amount invoiced, all obligations of the Contractor to others, including its consultants, incurred in connection with the Project, will be paid in full. The Contractor shall submit invoices to the County at the following address:

Alachua County Public Work
ATTN: Wm David Cerlanek
Post Office Box 1188
Gainesville, FL 32602-1188

4.3. Payments for all sums properly invoiced shall be made in accordance with the provisions of Chapter 218, Part VII Florida Statutes ("Local Government Prompt Payment Act") to:

Oldcastle Southern Group, Inc. d/b/a APAC-Southeast, Inc.
11482 Columbia Park Dr. W, Suite 3
Jacksonville, FL 32258

4.4 No Additional reimbursable expenses will be paid under this Agreement.

5. **Duties of the County**. The County shall have and perform the following duties, obligations, and responsibilities to the Contractor:

5.1. Provide a written request for services and a written Notice to Proceed.

5.2. Provide payment as provide herein to the Contractor for all services actually, timely and faithfully performed.

6. **Personnel**.

6.1. The Contractor will assign only qualified personnel to perform any service concerning this Agreement. At the time of execution of this Agreement, the parties anticipate the following parties will perform those functions indicated:

NAME	FUNCTION
John W. Taylor	*Responsible Agent/Vice President*
~~*Dan Whaley*~~ Travis Stratton	*Alternate Responsible Agent*
Wayne Sweet	*Alternate Responsible Agent*

6.2. So long as the individuals named above remain actively employed or able to be retained by the Contractor, they shall perform the functions indicated next to their names. The vice president may authorize changes to this list in writing.

7. **Notice**. Except as otherwise provided in this Agreement any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. For purposes of all notices, Contractor's and County representative are:

County:

Public Works Director
Alachua County Public Works Department
PO Box 1188
Gainesville, FL, 32602-1188

Contractor:

Oldcastle Southern Group, Inc. d/b/a APAC-Southeast, Inc.
11482 Columbia Park, Dr. W, Suite 3
Jacksonville, FL 32258
ATTN: John W. Taylor, Vice President

A copy of any notice, request or approval to the County must also be sent to:

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

and

Office of Management and Budget
Attn: Contracts/Grants
105 SE 1st Avenue, Suite 6
Gainesville, Florida 32601

8. **Default and Termination.**

8.1. The failure of the Contractor to comply with any provision of this Contract will place the Contractor in default. Prior to terminating the Contract, the County will notify the Contractor in writing. This notification will make specific reference to the provision

which gave rise to the default. The County will give the Contractor seven (7) days to cure the default. The County Engineer is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time the Public Works Director is authorized to provide final termination notice on behalf of the County to the Contractor.

8.2. The County may also terminate the Contract without cause by providing written notice to the Contractor. The County Manager is authorized to provide written notice of termination on behalf of the County. Upon such notice, Contractor will immediately discontinue all services affected (unless the notice directs otherwise); and, deliver to the County all data, drawings, specifications, reports, estimate, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract amount earned through the date of termination, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the work not performed.

8.3. If funds to finance this Contract become unavailable, the County may terminate the Contract with no less than twenty-four hours notice in writing to the Contractor. The County will be the final authority as to the availability of funds. The County will pay the Contractor for all work completed prior to any notice of termination.

9. Project Records.

9.1. For a period of five (5) years, or fifteen (15) years if related to a capital improvement project, after the completion of all work to be performed, or as required by Chapter 119, Florida Statutes (Public Records Act) and schedules published by the Florida Bureau of Archives and Records Management, or federal requirements, whichever period is greater, the Contractor shall keep and make available to the County for inspection and copying, upon written request by the County, all records in Contractor's possession relating to the Agreement. Additionally, the Contractor shall make said records available, upon written request by the County, to any state, federal, or other regulatory authority, and any such authority may review, inspect and copy said records unless exempted under Chapter 119, Florida Statutes.

9.2. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes.

9.3. During the term of this Agreement or license, Contractor may claim that some or all of

Contractor's information, including, but not limited to, software, documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as, confidential and proprietary by Contractor in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Records Act. Contractor shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use its best efforts to maintain the confidentiality of the information properly identified by the Contractor as "Confidential Information" or "CI".

9.4. The County shall promptly notify the Contractor in writing of any request received by the County for disclosure of Contractor's Confidential Information and the Contractor may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Contractor shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Contractor shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Contractor's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Contractor shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. Contractor releases County from claims or damages related to disclosure by County.

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

13. **Indemnification**.

13.1. The Contractor agrees to protect, defend, indemnify, and hold the County and director and their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly

out of this Agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to personal injury, death, damage to property (including destruction) defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. The contractor further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent. Contractor agrees that indemnification of the County shall extend to any and all work performed by the Contractor, its subcontractors, employees agents, servants or assigns. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor's insurance coverage. This indemnification provision shall survive the termination of the Contract between the County and the Contractor.

13.2. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions of §768.28, Florida Statutes.

14. **Assignment of Interest**. The Contractor and County recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the County. Therefore, the Contractor hereby assigns to the County any and all claims for such overcharges as to goods, material or services purchased in connection with the Agreement. However, for all other assignments, neither party will assign, convey, pledge, sublet, transfer or otherwise dispose any interest in this Agreement and shall not transfer any interest in same without prior written consent of the other party.

15. **Successors and Assigns**. The County and Contractor each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement

16. **Independent Contractor.** In the performance of this Agreement, the Contractor is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Contractor is solely responsible for the means, method, technique, sequence, and procedure utilized by the Contractor in the full performance of the agreement.

17. **Collusion**. By signing this Agreement, the Contractor 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.

18. **Conflict of Interest**. The Contractor warrants that it nor any of its employees have any

financial or personal interest that conflicts with the execution of this Agreement. The Contractor shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

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

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

21. **Non Waiver.** The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.

22. **Governing Law and Venue**. This agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

23. **Attachments**. All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.

24. **Amendments**. The parties may amend this Agreement only by mutual written agreement of the parties.

25. **Captions and Section Headings**. Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

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

27. **Counterparts**:. This agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument

28. **Entire Agreement**. This agreement constitutes the entire agreement and supercedes all prior written or oral agreements, understandings, or representations.

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

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

ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair
Board of County Commissioners
Date: _____

ATTEST:

_____
J. K. Irby, Clerk

(SEAL)

APPROVED AS TO FORM

_____
Alachua County Attorney's Office

OLDCASTLE SOUTHERN GROUP INC, d/b/a APAC-SOUTHEAST INC

ATTEST (By Corporate Officer)
By: _____
Print: Melinda Lewis
Title: ASST. SECRETARY

By: _____
Print: John D. Taylor
Title: Vice President
Date: 8-3-11

ATTACHMENT A: SCOPE OF SERVICES

1.0 SCOPE

This work will include the milling of existing asphalt pavement in accordance with Florida Department of Transportation (FDOT) Standard Specifications and as amended by these specifications, at various locations within Alachua County, on both existing and new construction.

1.1 Description of Goods and Services

Any quantities indicated herein are only estimated and the County reserves the option to increase/and or decrease quantities, or delete items as required.

The County reserves the option to add item(s) within the scope of the bid, by accepting a mutually-agreed-upon price or by obtaining such items via the County's regular Procurement Procedures.

1.2 Scheduling

Work to be performed will be provided by Alachua County Public Works to the Contractor, in writing, specifying the requested dates for the work to be performed and estimated value of the work. Contractor shall notify Alachua County Public works within five (5) business days the availability of the requested dates and work will be scheduled by the Contractor in a reasonable period of time, compatible with the Contractor's work schedule. Performance and Payment Bond for 100% of the assigned work shall be provided prior to issuance of a Notice to Proceed.

1.3 Method of Measurement

The quantity to be paid for will be the plan quantity area, in square yards, over which milling is completed and accepted. Milled material is loaded onto County trucks and becomes the property of Alachua County. Bid price shall include labor, equipment and all other related expenses.

A minimum daily rate shall be established for instances when the contractor is primarily on standby to include milling, equipment and labor for up to (ten) 10 continuous hours from the time the equipment and crew arrive on site to the time the work is completed for the day.

Mobilization to one of four work zones will be paid for preparatory work and operations in mobilizing for beginning work on the project including but not limited to movement of personnel, equipment, supplies and incidentals to the project site.

The work site will be located in one of four zones:

Zone I - Western County Line to CR 241
Zone II – NW 143rd Street to SR 121
Zone III - SR 121 to SR 200 (US 301)
Zone IV - SR 200 (US 301) to Eastern County Line

1.4 Basis of Payment

Price and payment will be full compensation for all work specified in this Section, including stockpiling and loading of the milled material.

If in the sole opinion of the County, and due to events beyond the control of either party, adjustments need to be made beyond those already provided, the parties shall negotiate in good faith to reach a mutually acceptable adjustment.

1.5 **Contractor Qualifications**

All Contractors must be pre-qualified by Florida Department of Transportation in order to provide the services as described.

1.6 **Fee Schedule**

Mobilization	**Cost**
Zone I	$2,500.00
Zone II	$2,500.00
Zone III	$2,500.00
Zone IV	$2,500.00

Milled Depth	**Amount Per Square Yard**
Milling Depth of 1-inch	$1.35
Milling Depth of 1-1/4-inches	$1.35
Milling Depth of 1-1/2-inches	$1.35
Milling Depth of 1-3/4-inches	$1.35
Milling Depth of 2-inches	$1.35
Milling Depth of 2-1/2-inches	$1.35
Milling Depth of 3-inches	$1.35

Minimum Daily Rate	**Daily Price**
Daily Rate for Equipment & Labor	$4,500.00

ATTACHMENT B: INSURANCE REQUIREMENTS

TYPE "A" INSURANCE REQUIREMENTS
"CONSTRUCTION / SERVICE CONTACTS"

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

I. **COMMERCIAL GENERAL LIABILITY**.

Coverage must be afforded under a per occurrence form policy for limits not less than $1,000,000 General Aggregate, $1,000,0000 Products / Completed Operations Aggregate, $1,000,000 Personal and Advertising Injury Liability, $1,000,000 each Occurrence, $50,000 Fire Damage Liability and $5,000 Medical Expense.

II. **AUTOMOBILE LIABILITY**.

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident.

III. **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**.

A Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

B Employer's Liability limits for not less then $100,000 each accident; $500,000 disease policy limit and $100,000 disease each employee must be included.

IV. **BUILDER'S RISK / INSTALLATION FLOATERS**.

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

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

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

V. **OTHER INSURANCE PROVISIONS**.

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

A Commercial General Liability and Automobile Liability Coverages

1 The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.

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

contributory.

B Workers' Compensation and Employers' Liability Coverages

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

C All Coverages

1 The Contractor shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under a claims made form the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.

VI. **SUBCONTRACTORS**.

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

CERTIFICATE HOLDER: **Alachua County Board of County Commissioners**

MAIL or FAX CERTIFICATES TO:

Ebix
212 Kent Street
PO Box 257
Portland, MI 48875
Ph. 517-647-1700
Fax 517-647-7900

September 27, 2011 Regular BoCC Meeting
Agenda Item #63

Title
DRMP, Inc. Agreement for Engineering Services under $2,000,000 (Amended)

Amount
N/A

Description
Request approval of the Continuing Services Agreement with DRMP, Inc. for Professional Engineering Services under $2,000,000

Recommendation
Approve the Continuing Services Agreement with DRMP, Inc. for Professional Engineering Services under $2,000,000

Alternative(s)
Do not approve

Requested By
Richard Hedrick via David Cerlanek, 352-374-5245 ext 1214

Originating Department
Public Works

Attachment(s) Description
Continuing Services Agreement with DRMP, Inc.

Documents Requiring Action
Continuing Services Agreement with DRMP, Inc. (2 originals)

Executive Summary
RFP 12-115 Annual Engineering Services <$2 Million was opened on May 11, 2011. Ten vendors responded by the deadline. The Board of County Commissioners approved the ranking for RFP 12-115 on August 9, 2011, which authorized the Public Works Department to negotiate contracts with the top ranking firms which included DRMP, Inc. This agreement includes professional engineering services for transportation, construction engineering and inspection, stormwater management, parks planning and design, developments of regional impact and environmental studies. Public Works recommends approval of this agreement. The County has the option to renew this agreement for two additional two year periods.

Background
RFP 12-115 Annual Engineering Services <$2 Million was opened on May 11, 2011. Ten vendors responded by the deadline. The Board of County Commissioners approved the ranking for RFP 12-115 on August 9, 2011, which authorized the Public Works Department to negotiate contracts with the top ranking firms which included DRMP, Inc. This agreement includes professional engineering services for transportation, construction engineering and inspection, stormwater management, parks planning and design, developments of regional impact and environmental studies. Public Works recommends approval of this agreement. The County has the option to renew this agreement for two additional two year periods.

Issues

Continuing Professional Engineering Services are needed to assist Alachua County with transportation projects, construction engineering and inspection services, parks planning and design, review of developments of regional impact and environmental studies.

Fiscal Recommendation
If approved, sufficient funds exist in the project budgets.

Fiscal Alternative(s)
N/A

Funding Sources
Gas Tax and Capital Projects Funds

Account Code(s)
149-7910-541.63-XX, 350-7915-541.63-xx, 351-7910-541.63-xx

Attachment: DRMP Continuing Eng Src Final.pdf

CONTINUING SERVICES AGREEMENT

This Agreement is entered into this 27 day of September, 2011 between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and **DRMP, Inc.** doing business at **941 Lake Baldwin Lane, Orlando, FL 32814,** hereinafter referred to as "Professional."

WITNESSETH

Whereas, the County desires to employ the Professional to provide services for General Engineering Services; and,

Whereas, the Professional is qualified to provide these services;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto do mutually agree as follows:

1. **Term.** This Agreement is effective on October 1, 2011 and will continue until September 30, 2013 unless earlier terminated as provided herein. This Agreement may be amended at the option of the County for two (2) additional two (2) year terms at the terms and conditions outlined herein.

   The County's performance and obligation to pay under this agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The parties hereto understand that this Agreement is not a commitment of future appropriations.

2. **Representations**. By executing this Agreement, the Professional makes the following express representations to the County:

   2.1. The Professional is professionally qualified to act as the professional for the Project and is licensed to practice Engineering by all public entities having jurisdiction over the Professional and the Project;

   2.2. The Professional shall maintain all necessary licenses, permits or other authorizations necessary to act as a professional for the Project until the Professional's duties hereunder have been fully satisfied;

   2.3. The Professional has become familiar with the Project site and the local conditions under which the Project is to be designed, constructed, and operated;

   2.4. The Professional shall prepare deliverables required by this Agreement including, but not limited to, contract plans and specifications, in such a manner that they shall be accurate, coordinated, and adequate for the purposes intended and shall be in conformity and comply with applicable law, codes and regulations;

   2.5. The Professional represents that the deliverables prepared by the Professional are adequate and sufficient to accomplish the purposes of the project and meet the requirements of applicable federal, state, and local codes and regulations.

2.6. The Professional acknowledges that the County's review of the deliverables in no way diminishes the Professionals representations pertaining to the deliverables.

3. **Duties of the Professional.** The Professional shall have and perform the following duties, obligations, and responsibilities to the County as outlined in Attachment "A." This Agreement standing alone does not authorize the performance of any work or require the County to place any orders for work.

4. **Duties of the County.** The County shall have and perform the following duties, obligations, and responsibilities to the Professional:
   4.1. The County will provide project data currently in the County's possession.
   4.2. The County will provide timely reviews of deliverables to meet schedule requirements.
   4.3. The County will be responsive to questions in a timely manner.
   4.4. The County will process invoices in a timely manner.

5. **Authorization For Services.** Authorization for performance of Professional services by the Professional under this Agreement shall be in the form of written Work Orders (also called a "Task Assignment) issued and executed by the County and signed by the Professional. A sample Work Order is attached hereto as Attachment "B." Each Work Order shall describe the services required, state the dates for commencement and completion of work and establish the amount and method of payment. The Work Orders will be issued under and shall incorporate the terms of this Agreement. The County makes no covenant or promise as to the number of available projects, nor that the Professional will perform any project for the County during the life of this Agreement. The County reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by the County to be in the best interest of the County to do so.

   5.1. The Public Works Director, or is designee, is authorized to initiate and sign Work Orders and amendments and modifications to Work Orders on behalf of the County.

   5.2. Change Orders to existing Work orders will be authorized by a Work Order Change Order (Attachment "B-1").

   5.3. Work may not begin until a properly executed Work order is issued by the County and signed by the Professional

6. **Compensation.** The County agrees to compensate the Professional for the Professional services called for under this Agreement on either a "Fixed Fee" basis or on a "Time Basis Method." If a Work Order is issued under a "Time Basis Method," then Professional shall be compensated in accordance with the rate schedule attached as Attachment "C." If a Work Order is issued for a "Fixed Fee Basis," then the applicable Work Order Fixed Fee amount shall include any and all reimbursable expenses.

7. **Reimbursable Expenses.** No reimbursable expenses will be paid under this agreement.

8. **Payment.**

   8.1. As a condition precedent for any payment, the Professional shall submit monthly, unless

otherwise agreed in writing by the County, an invoice to the County requesting payment for services properly rendered and expenses due. The Professional's invoice shall describe with reasonable particularity each service rendered, the date thereof, *[the time expended, if billed by hour,]* and the person(s) rendering such service. The Professional's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. If payment is requested for services rendered by Professional, the invoice shall additionally reflect the allocations as provided and shall state the percentage of completion as to each such allocation. Each invoice shall bear the signature of the Professional, which signature shall constitute the Professional's representation to the County that the services indicated in the invoice have reached the level stated, have served a public purpose, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of the Professional covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Professional that payment of any portion thereof should be withheld. Submission of the Professional's invoice for final payment shall further constitute the Professional's representation to the County that, upon receipt by the Professional of the amount invoiced, all obligations of the Professional to others, including its consultants, incurred in connection with the Project, will be paid in full. The Professional shall submit invoices to the County at the following address:

Public Works Director
Alachua County Public Works Dept.
PO Box 1188
Gainesville, Florida 32602-1188

8.2. In the event that the County becomes credibly informed that any representations of the Professional relating to payment are wholly or partially inaccurate, the County may withhold payment of sums then or in the future otherwise due to the Professional until the inaccuracy, and the cause thereof, is corrected to the County's reasonable satisfaction.

8.3. The County shall make payment to the Professional, of all sums properly invoiced under the provisions of this paragraph, in accordance with the provisions of Chapter 218, Part VII (Local Government Prompt Payment Act), Florida Statutes.

8.4. Payments shall be made to the following address:

DRMP, Inc
941 Lake Baldwin Lane
Orlando, FL 32814

9. Personnel.

9.1. The Professional will assign only qualified personnel to perform any service concerning this Agreement. At the time of execution of this Agreement, the parties anticipate the following parties will perform those functions indicated:

NAME	FUNCTION
John R. Burkett, PE	*Vice President-in-Charge*
Chris D. Towne, PE	*Project Manager*

Allen W. Schrumpf, PE	*QA/QC*
Kenneth R. Kniel, PE	*QA/QC*
Colette F. Moss, PE	*Production Manager*

9.2. So long as the individuals named above remain actively employed or able to be retained by the Professional, they shall perform the functions indicated next to their names. The Public Works Director may authorize changes to this list in writing.

10. Notice. Except as otherwise provided in this Agreement, any notice of termination or default from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with a signed proof of delivery. For purposes of notice, Professional's and County representative are:

County:
Public Works Director
Alachua County Public Works
PO Box 1188
Gainesville, FL 32602-1188

DRMP Inc
Chris D. Town, PE
1900 SW 34th Street, Suite 204
Gainesville, FL 32608

A copy of any notice, request or approval to the County must also be sent to:

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

and

Office of Management and Budget
105 SE 1st Avenue, Suite 6
Gainesville, Florida 32601
Attn: Contracts

11. Default and Termination.

11.1. The failure of the Professional to comply with any provision of this Agreement will place the Professional in default. Prior to terminating the Agreement, the County will notify the Professional in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Professional seven (7) days to cure the default. The Public Works Director is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time the County

Manager is authorized to provide final termination notice on behalf of the County to the Professional.

11.2. The County may also terminate the Agreement without cause by providing written notice to the Professional. The County Manager is authorized to provide written notice of termination on behalf of the County. Upon such notice, Professional will immediately discontinue all services affected (unless the notice directs otherwise); and, deliver to the County all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Professional in performing this Agreement, whether completed or in process. In the event of such termination for convenience, Professional recovery against County shall be limited to that portion of the Agreement amount earned through the date of termination, but Professional shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the work not performed.

11.3. If funds to finance this Agreement become unavailable, the County may terminate the Agreement with no less than twenty-four hours notice in writing to the Professional. The County will be the final authority as to the availability of funds. The County will pay the Professional for all work completed prior to any notice of termination.

12. Contract And Work Order In Conflict. Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, the Agreement shall prevail.

13. Project Records.

13.1. For a period of five (5) years, or fifteen (15) years if related to a capital improvement project, after the completion of all work to be performed, or as required by Chapter 119, Florida Statutes (Public Records Act) and schedules published by the Florida Bureau of Archives and Records Management, or federal requirements, whichever period is greater, the Professional shall keep and make available to the County for inspection and copying, upon written request by the County, all records in Professional's possession relating to this Agreement. Additionally, the Professional shall make said records available, upon written request by the County, to any state, federal, or other regulatory authority, and any such authority may review, inspect and copy said records unless exempted under Chapter 119, Florida Statutes.

13.2. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. § 119.011(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes.

13.3. During the term of this Agreement or license, Professional may claim that some or all of Professional's information, including, but not limited to, software, documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as, confidential and proprietary by Professional in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Records Act. Professional shall clearly

identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use its best efforts to maintain the confidentiality of the information properly identified by the Professional as "Confidential Information" or "CI".

13.4. The County shall promptly notify the Professional in writing of any request received by the County for disclosure of Professional's Confidential Information and the Professional may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Professional shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Professional shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Professional's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Professional shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. Professional releases County from claims or damages related to disclosure by County.

14. **Ownership of Deliverables.** All project deliverables and documents are the sole property of the County and may be used by the County for any purpose.

15. **Insurance.** The Professional will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in Attachment "D."

16. **Permits.** The Professional will obtain and pay for all necessary permits, permit application fees, licenses or any fees required.

17. **Laws & Regulations**. The Professional will comply with laws, ordinances, regulations, and building code requirements applicable to the work required by this Agreement. The Professional is presumed to be familiar with state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this Agreement. If the Professional is not familiar with state and local laws, ordinances, code rules and regulations, the Professional remains liable for any violation and all subsequent damages or fines.

18. **Indemnification.** The Professional agrees to indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the professional and other persons employed or utilized by the design professional in the performance of the contract. Professional agrees that indemnification of the County shall extend to any and all work performed by the Professional, its subcontractors, employees, agents, servants or assigns.

    Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions of §768.28, Florida Statutes.

19. **Standard of Care.** The services of the Professional shall be performed with the skill and care which would be exercised by a qualified professional performing similar services at the time and

place such services are performed. If the failure to meet these standards results in deficiencies in the substandard architectural or engineering design, the Professional shall furnish, at a minimum, at his own cost and expense, the redesign necessary to correct such deficiencies.

20. **Assignment of Interest**. The Professional and County recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the County. Therefore, the Professional hereby assigns to the County any and all claims for such overcharges as to goods, materials, or services purchased in connection with the Agreement. However, for all other assignments, neither party will assign, convey, pledge, sublet, transfer or otherwise dispose of any interest in this Agreement and shall not transfer any interest in same without the prior written consent of the other party.

21. **Successors and Assigns.** The County and Professional each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.

22. **Independent Contractor.** In the performance of this Agreement, the Professional is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Professional is solely responsible for the means, method, technique, sequence, and procedure utilized by the Professional in the full performance of the Agreement.

23. **Collusion**. By signing this Agreement, the Professional declares that this Agreement is made without any previous understanding, Agreement, or connections with any persons, professionals or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.

24. **Conflict of Interest.** The Professional warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The Professional shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

25. **Prohibition Against Contingent Fees.** As required by §287.055(56), Florida's Statutes, the Professional warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Professional to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Professional any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

26. **Third Party Beneficiaries**. This Agreement does not create any relationship with, or any rights in favor of, any third party.

27. **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

28. **Non Waiver**. The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.

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35. **Entire Contract.** This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

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

DRMP, INC

ATTEST (By Corporate Officer).
By: _____

Print: Kenneth L. Bayne

Title: VP and CFO

By: _____

Print: Lawrence L. Smith, Jr

Title: Vice President/Principal

Date: August 25, 2011

ATTACHMENT A: SCOPE OF SERVICES

The services to be provided, herein, for **Annual Engineering Services <2,000,000** including but not limited to:

1. **Transportation**
   - 1.1. Urban Roadway Planning and Design
   - 1.2. Rural Roadway Planning and Design
   - 1.3. Intersection Planning and Design
     - 1.3.1. Conduct and analyze signal warrant analysis
     - 1.3.2. Conduct and analyze roundabout justification studies
     - 1.3.3. Structural design for traffic signals
     - 1.3.4. Conduct, review and analyze transportation and traffic studies
     - 1.3.5. Conduct transportation network analysis
     - 1.3.6. Assist in transportation network concurrency management

2. **Construction Engineering and Inspection for Public Works Projects**

3. **Stormwater Management**
   - 3.1. Stormwater management facility design
   - 3.2. Conduct, review and analyze drainage studies
   - 3.3. Stormwater permitting

4. **Parks Planning and Design**
   - 4.1. Permitting, siteing, layout and design of County parks facilities

5. **Developments or Regional Impact**
   - 5.1. Review and analyze Development of Regional Impact submittals.

6. **Environmental Studies (Wetland, Cultural Resources, Phase1 and 2 Environmental Site Assessments, etc.)**

7. **Other General Engineering Studies as may be required by the Department**

8. **Although landscaping architectural services are not anticipated at this time, the County may require these services on some occasions during the duration of this contract.**

ATTACHMENT B: WORK ORDER/TASK ASSIGNMENT NOTICE TO PROCEED

WORK ORDER NO.: _____

BILLING/INVOICE REFERENCE NO.: _____

PROJECT DESCRIPTION:

County: **Alachua County**, a political subdivision of the State of Florida.

Date Issued: _____

PROFESSIONAL:

PROFESSIONAL'S ADDRESS:

Execution of the Work Order by County shall serve as authorization for the Professional to provide for the above project, professional services as set out in the Scope of Services attached as Exhibit "A," to that certain Agreement of _____ between the County and the Professional and further delineated in the specifications, conditions, and requirements stated in the following listed documents which are attached hereto and made a part hereof.

ATTACHMENTS:

[ ] DRAWINGS/PLANS/SPECIFICATIONS
[ ] SCOPE OF SERVICES
[ ] SPECIAL CONDITIONS
[ ] _____

The Professional shall provide said services pursuant to this Work Order, its attachments and the above-referenced Agreement, which is incorporated herein by reference as if it had been set out in its entirety. Whenever the Work Order conflicts with said Agreement, the Agreement shall prevail.

TIME FOR COMPLETION: The work authorized by this Work Order shall be commenced upon [ ] the date written above or upon issuance of a [ ] Notice to Proceed by County and shall be completed within _____ (____) calendar days.

METHOD OF COMPENSATION:

(a) This Work Order is issued on a:

[ ] fixed fee basis

[ ] time basis method with a not-to-exceed amount

[ ] time basis method with a limitation of funds amount

(b) If the compensation is based on a "Fixed Fee Basis," then the Professional shall perform all work required by this Work Order for the sum of _____ DOLLARS ($_____). In no event shall the Professional be paid more than the Fixed Fee Amount.

(c) If the compensation is based on a "Time Basis Method" with a Not-to-Exceed Amount, then the Professional shall perform all work required by this Work Order for a sum not exceeding _____ DOLLARS ($_____). The Professional's compensation shall be based on the actual work required by this Work Order.

(d) If the compensation is based on a "Time Basis Method" with a Limitation of Funds Amount, then the Professional is not authorized to exceed the Limitation of Funds amount of _____ DOLLARS ($_____) without prior written approval of the County. Such approval, if given by the County, shall indicate a new Limitation of Funds amount. The Professional shall advise the County whenever the Professional has incurred expenses on this Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The County shall compensate the Professional for the actual work performed under this Work Order.

The County shall make payment to the Professional in strict accordance with the payment terms of the above-referenced Agreement.

It is expressly understood by the Professional that this Work Order, until executed by the County, does not authorize the performance of any services by the Professional and that the County, prior to its execution of the Work Order, reserves the right to authorize a party other than the Professional to perform the services called for under this Work Order if it is determined that to do so is in the best interest of the County.

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20_____, for the purposes stated herein.

PROFESSIONAL:

_____ By: _____

Witness signature

Title: _____

Print Name and Title

ALACHUA COUNTY, FLORIDA

By:_____

Alachua County

Date:_____

ATTACHMENT B-1 WORK ORDER/TASK ASSIGNMENT NOTICE TO PROCEED CHANGE ORDER

AMENDMENT #	
NTP/Project #	
Professional:	
Encumbrance #	
Contract Manager:	
Work Order Name #	

Work Order Description:
Deliverable(s):

Original Work Order Price:	
Total of Prior Approved Changes	
Amount of this Change in Work Order Add or (deduct)	
New Work Order Price with Amendment:	

Original Completion Date	
New Completion Date	

Alachua County: By:_____

Date:_____

Approved as to Form

_____

Alachua County Attorney

Professional: By:_____

Date: _____

ATTACHMENT C: FEE SCHEDULE

Employee Classification	Hourly Billing Rate
Project Manager	$138.61
Principal-In-Charge	$257.74
Chief Engineer.	$166.90
Senior Engineer	$189.81
Project Engineer A	$144.68
Project Engineer B	$115.82
Senior Engineering Technician	$178.55
Engineering Intern	$80.52
Designer A	$120.63
Designer B	$96.59
Sr. Planner	$189.40
Planner	$142.64
CEI Senior Project Engineer	$156.59
CEI Project Administrator	$100.14
CEI Contract Support Specialist	$89.65
CEI Admin Support/RCS	$56.00
CEI Senior Inspector	$86.97
CEI Inspector	$69.45
Senior Scientist	$131.99
Environmental Specialist	$106.18
CADD/Computer Technician	$85.13
Secretary/Clerical	$56.81
Sr. Surveyor and Mapper	$189.40
Professional Surveyor and Mapper	$123.62
Survey Technician	$91.63
2-Staff Survey Crew	$116.26
3-Staff Survey Crew	$157.27
4-Staff Survey Crew	$198.28
Survey Clerical/Administrative	$62.97

ATTACHMENT D: INSURANCE REQUIREMENTS

TYPE "A INSURANCE REQUIREMENTS

"Professional or Consulting Services"

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

I. **COMMERCIAL GENERAL LIABILITY**.

Coverage must be afforded under a per occurrence form policy for limits not less than $1,000,000 General Aggregate, $1,000,0000 Products / Completed Operations Aggregate, $1,000,000 Personal and Advertising Injury Liability, $1,000,000 each Occurrence, $50,000 Fire Damage Liability and $5,000 Medical Expense.

II. **AUTOMOBILE LIABILITY**.

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident.

III. **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**.

A Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

B Employer's Liability limits for not less then $100,000 each accident; $500,000 disease policy limit and $100,000 disease each employee must be included.

IV. **PROFESSIONAL LIABILITY or ERRORS AND OMISSIONS LIABILITY (E&O)**.

Professional (E&O) Liability must be afforded for not less than $1,000,000 each claim, $1,000,000 policy aggregate

V. **OTHER INSURANCE PROVISIONS**.

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

B Commercial General Liability and Automobile Liability Coverages

1 The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Professional; products and completed operations of the Professional; or automobiles owned, leased, hired or borrowed by the

Professional.

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

C Workers' Compensation and Employers' Liability Coverages

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

D All Coverages

1 The Professional shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under a claims made form the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.

VI. SUBCONTRACTORS

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

CERTIFICATE HOLDER: Alachua County Board of County Commissioners

MAIL or FAX CERTIFICATES TO:

Ebix
212 Kent Street
PO Box 257
Portland, MI 48875
Ph. 517-647-1700
Fax 517-647-7900

September 27, 2011 Regular BoCC Meeting
Agenda Item #64

Title
DRMP, Inc. Agreement for Engineering Services for Miscellaneous Transportation Itemized Projects (Amended)

Amount
N/A

Description
Request approval of the Continuing Services Agreement with DRMP, Inc. for Engineering Services for Miscellaneous Transportation Itemized Projects

Recommendation
Approve the Continuing Services Agreement with DRMP, Inc. for Engineering Services for Miscellaneous Transporation Itemized Projects

Alternative(s)
Do not approve

Requested By
Richard Hedrick via David Cerlanek, 352-374-5245 ext 1214

Originating Department
Public Works

Attachment(s) Description
Continuing Services Agreement with DRMP, Inc.

Documents Requiring Action
Continuing Services Agreement with DRMP, Inc. (2 originals)

Executive Summary
RFP 11-448 Engineering Services for Miscellaneous Transportation Itemized Projects >$2 Million opened on May 25, 2011. Five vendors responded by the deadline. The Board of County Commissioners approved the ranking for RFP 11-448 on August 9, 2011, which authorized the Public Works Department to negotiate contracts with the top ranking firms which included DRMP, Inc. This agreement includes professional engineering services for new roadway design and/or studies for roadway projects, preparation of engineering documents, and design procedures, repair, resurfacing, and rehabilitation projects, construction engineering inspection services (CEI), as well as associated activities. The County has the option to renew this agreement for two additional two year periods.

Background
RFP 11-448 Engineering Services for Miscellaneous Transportation Itemized Projects >$2 Million opened on May 25, 2011. Five vendors responded by the deadline. The Board of County Commissioners approved the ranking for RFP 11-448 on August 9, 2011, which authorized the Public Works Department to negotiate contracts with the top ranking firms which included DRMP, Inc. This agreement includes professional engineering services for new roadway design and/or studies for roadway projects, preparation of engineering documents, and design procedures, repair, resurfacing, and rehabilitation projects, construction engineering inspection services (CEI), as well as associated activities. The County has the option to renew this agreement for two

additional two year periods.

Issues
Continuing Professional Engineering Services are needed to assist Alachua County with transportation projects, construction engineering and inspection services.

Fiscal Recommendation
If approved, sufficient funds exist in the project budgets.

Fiscal Alternative(s)
N/A

Funding Sources
Gas Tax and Capital Projects Funds

Account Code(s)
149-7910-541.63-XX, 350-7915-541.63-xx, 351-7910-541.63-xx

Attachment: DRMP Eng Srvc Itemized Final.pdf

CONTINUING SERVICES AGREEMENT

This Agreement is entered into this 27 day of September, 2011 between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and DRMP, Inc. doing business at 941 Lake Baldwin Lane, Orlando, Fl 32814, hereinafter referred to as "Professional."

WITNESSETH

Whereas, the County desires to employ the Professional to provide services for **General Engineering Services**; and,

Whereas, the Professional is qualified to provide these services;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto do mutually agree as follows:

1. **Term.** This Agreement is effective on October 1, 2011 and will continue until September 30, 2013 unless earlier terminated as provided herein. This Agreement may be amended at the option of the County for two (2) additional two (2) year terms at the terms and conditions outlined herein.

   The County's performance and obligation to pay under this agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The parties hereto understand that this Agreement is not a commitment of future appropriations.

2. **Representations**. By executing this Agreement, the Professional makes the following express representations to the County:

   2.1. The Professional is professionally qualified to act as the professional for the Project and is licensed to practice Engineering by all public entities having jurisdiction over the Professional and the Project;

   2.2. The Professional shall maintain all necessary licenses, permits or other authorizations necessary to act as a professional for the Project until the Professional's duties hereunder have been fully satisfied;

   2.3. The Professional has become familiar with the Project site and the local conditions under which the Project is to be designed, constructed, and operated;

   2.4. The Professional shall prepare deliverables required by this Agreement including, but not limited to, contract plans and specifications, in such a manner that they shall be accurate, coordinated, and adequate for the purposes intended and shall be in conformity and comply with applicable law, codes and regulations;

2.5. The Professional represents that the deliverables prepared by the Professional are adequate and sufficient to accomplish the purposes of the project and meet the requirements of applicable federal, state, and local codes and regulations.

2.6. The Professional acknowledges that the County's review of the deliverables in no way diminishes the Professionals representations pertaining to the deliverables.

3. **Duties of the Professional.** The Professional shall have and perform the following duties, obligations, and responsibilities to the County as outlined in Attachment "A." For those projects that involve federal funding, the Professional understands and agrees that the terms, conditions and requirements in Exhibit I shall apply.This Agreement standing alone does not authorize the performance of any work or require the County to place any orders for work.

4. **Duties of the County.** The County shall have and perform the following duties, obligations, and responsibilities to the Professional:
   4.1. The County will provide project data currently in the County's possession.
   4.2. The County will provide timely reviews of deliverables to meet schedule requirements.
   4.3. The County will be responsive to questions in a timely manner.
   4.4. The County will process invoices in a timely manner.

5. **Authorization For Services.** Authorization for performance of Professional services by the Professional under this Agreement shall be in the form of written Work Orders (also called a "Task Assignment) issued and executed by the County and signed by the Professional. A sample Work Order is attached hereto as Attachment "B." Each Work Order shall describe the services required, state the dates for commencement and completion of work and establish the amount and method of payment. The Work Orders will be issued under and shall incorporate the terms of this Agreement. The County makes no covenant or promise as to the number of available projects, nor that the Professional will perform any project for the County during the life of this Agreement. The County reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by the County to be in the best interest of the County to do so.

   5.1. The Public Works Director, or is designee, is authorized to initiate and sign Work Orders and amendments and modifications to Work Orders on behalf of the County.

   5.2. Change Orders to existing Work orders will be authorized by a Work Order Change Order (Attachment "B-1").

   5.3. Work may not begin until a properly executed Work order is issued by the County and signed by the Professional

6. **Compensation.** The County agrees to compensate the Professional for the Professional services called for under this Agreement on either a "Fixed Fee" basis or on a "Time Basis Method." If a Work Order is issued under a "Time Basis Method," then Professional shall be compensated in accordance with the rate schedule attached as Attachment "C." If a Work Order is issued for a

"Fixed Fee Basis," then the applicable Work Order Fixed Fee amount shall include any and all reimbursable expenses agreed to in advance by the County.

7. **Reimbursable Expenses.** No reimbursable expenses will be paid under this agreement.

8. **Payment.**

8.1. As a condition precedent for any payment, the Professional shall submit monthly, unless otherwise agreed in writing by the County, an invoice to the County requesting payment for services properly rendered and expenses due. The Professional's invoice shall describe with reasonable particularity each service rendered, the date thereof, *[the time expended, if billed by hour,]* and the person(s) rendering such service. The Professional's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. If payment is requested for services rendered by Professional, the invoice shall additionally reflect the allocations as provided and shall state the percentage of completion as to each such allocation. Each invoice shall bear the signature of the Professional, which signature shall constitute the Professional's representation to the County that the services indicated in the invoice have reached the level stated, have served a public purpose, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of the Professional covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Professional that payment of any portion thereof should be withheld. Submission of the Professional's invoice for final payment shall further constitute the Professional's representation to the County that, upon receipt by the Professional of the amount invoiced, all obligations of the Professional to others, including its consultants, incurred in connection with the Project, will be paid in full. The Professional shall submit invoices to the County at the following address:

Public Works Director
Alachua County Public Works
PO Box 1188
Gainesville, Florida 32602-1188

8.2. In the event that the County becomes credibly informed that any representations of the Professional relating to payment are wholly or partially inaccurate, the County may withhold payment of sums then or in the future otherwise due to the Professional until the inaccuracy, and the cause thereof, is corrected to the County's reasonable satisfaction.

8.3. The County shall make payment to the Professional, of all sums properly invoiced under the provisions of this paragraph, in accordance with the provisions of Chapter 218, Part VII (Local Government Prompt Payment Act), Florida Statutes.

8.4. Payments shall be made to the following address:

DRMP, Inc
941 Lake Baldwin Lane
Orlando, FL 32814

9. Personnel.

9.1. The Professional will assign only qualified personnel to perform any service concerning this Agreement. At the time of execution of this Agreement, the parties anticipate the following parties will perform those functions indicated:

NAME	FUNCTION
John R. Burkett, PE	*Vice President-in-Charge*
Chris D. Towne, PE	*Project Manager*
Allen W. Schrumpf, PE	*QA/QC*
Kenneth R. Kniel, PE	*QA/QC*
Colette F. Moss, PE	*Production Manager*

9.2. So long as the individuals named above remain actively employed or able to be retained by the Professional, they shall perform the functions indicated next to their names. The Public Works Director may authorize changes to this list in writing.

10. Notice. Except as otherwise provided in this Agreement, any notice of termination or default from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with a signed proof of delivery. For purposes of notice, Professional's and County representative are:

County:
Public Works Director
Alachua County Public Works
PO Box 1188
Gainesville, FL 32602-1188

Professional:
Chris D. Towne, PE
1900 SW 34th Street, Suite 204
Gainesville, FL 32608

A copy of any notice, request or approval to the County must also be sent to:

J. K. Irby
Clerk of the Court
Post Office Box 939

Gainesville, FL 32602
ATTN: Finance and Accounting

and

Office of Management and Budget
105 SE 1st Avenue, Suite 6
Gainesville, Florida 32601
Attn: Contracts

11. Default and Termination.

11.1. The failure of the Professional to comply with any provision of this Agreement will place the Professional in default. Prior to terminating the Agreement, the County will notify the Professional in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Professional seven (7) days to cure the default. The Public Works Director is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time the County Manager is authorized to provide final termination notice on behalf of the County to the Professional.

11.2. The County may also terminate the Agreement without cause by providing written notice to the Professional. The County Manager is authorized to provide written notice of termination on behalf of the County. Upon such notice, Professional will immediately discontinue all services affected (unless the notice directs otherwise); and, deliver to the County all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Professional in performing this Agreement, whether completed or in process. In the event of such termination for convenience, Professional recovery against County shall be limited to that portion of the Agreement amount earned through the date of termination, but Professional shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the work not performed.

11.3. If funds to finance this Agreement become unavailable, the County may terminate the Agreement with no less than twenty-four hours notice in writing to the Professional. The County will be the final authority as to the availability of funds. The County will pay the Professional for all work completed prior to any notice of termination.

12. Contract And Work Order In Conflict. Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, the Agreement shall prevail.

13. Project Records.

13.1. For a period of five (5) years, or fifteen (15) years if related to a capital improvement project, after the completion of all work to be performed, or as required by Chapter 119, Florida

Statutes (Public Records Act) and schedules published by the Florida Bureau of Archives and Records Management, or federal requirements, whichever period is greater, the Professional shall keep and make available to the County for inspection and copying, upon written request by the County, all records in Professional's possession relating to this Agreement. Additionally, the Professional shall make said records available, upon written request by the County, to any state, federal, or other regulatory authority, and any such authority may review, inspect and copy said records unless exempted under Chapter 119, Florida Statutes.

13.2. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. § 119.011(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes.

13.3. During the term of this Agreement or license, Professional may claim that some or all of Professional's information, including, but not limited to, software, documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as, confidential and proprietary by Professional in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Records Act. Professional shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use its best efforts to maintain the confidentiality of the information properly identified by the Professional as "Confidential Information" or "CI".

13.4. The County shall promptly notify the Professional in writing of any request received by the County for disclosure of Professional's Confidential Information and the Professional may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Professional shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Professional shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Professional's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Professional shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. Professional releases County from claims or damages related to disclosure by County.

14. **Ownership of Deliverables.** All project deliverables and documents are the sole property of the County and may be used by the County for any purpose.

15. **Insurance.** The Professional will procure and maintain insurance throughout the entire term of this

Agreement of the types and in the minimum amounts detailed in Attachment "D."

16. **Permits.** The Professional will obtain and pay for all necessary permits, permit application fees, licenses or any fees required.

17. **Laws & Regulations**. The Professional will comply with laws, ordinances, regulations, and building code requirements applicable to the work required by this Agreement. The Professional is presumed to be familiar with state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this Agreement. If the Professional is not familiar with state and local laws, ordinances, code rules and regulations, the Professional remains liable for any violation and all subsequent damages or fines.

18. **Indemnification.**

The Professional agrees to indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the professional and other persons employed or utilized by the design professional in the performance of the contract. Professional agrees that indemnification of the County shall extend to any and all work performed by the Professional, its subcontractors, employees agents, servants or assigns.

This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Professional insurance coverage. This indemnification provision shall survive the termination of the Agreement between the County and the Professional.

In any and all claims against the County or any of its agents or employees by any employee of the Professional, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Professional or any Subcontractor under workmen's compensation acts, disability benefit acts or employee benefit acts.

Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions of §768.28, Florida Statutes.

19. **Standard of Care.** The services of the Professional shall be performed with the skill and care which would be exercised by a qualified professional performing similar services at the time and place such services are performed. If the failure to meet these standards results in deficiencies in the substandard architectural or engineering design, the Professional shall furnish, at a minimum, at his own cost and expense, the redesign necessary to correct such deficiencies.,

20. **Assignment of Interest**. The Professional and County recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the County. Therefore, the Professional hereby assigns to the County any and all claims for such overcharges as to goods, materials, or services purchased in connection with the Agreement. However, for all other assignments, neither party will assign, convey, pledge, sublet, transfer or otherwise dispose of any interest in this Agreement and shall not transfer any interest in same without the prior written consent of the other party.

21. **Successors and Assigns.** The County and Professional each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.

22. **Independent Contractor.** In the performance of this Agreement, the Professional is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Professional is solely responsible for the means, method, technique, sequence, and procedure utilized by the Professional in the full performance of the Agreement.

23. **Collusion**. By signing this Agreement, the Professional declares that this Agreement is made without any previous understanding, Agreement, or connections with any persons, professionals or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.

24. **Conflict of Interest.** The Professional warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The Professional shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

25. **Prohibition Against Contingent Fees.** As required by §287.055(56), Florida's Statutes, the Professional warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Professional to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Professional any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

26. **Third Party Beneficiaries**. This Agreement does not create any relationship with, or any rights in favor of, any third party.

27. **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

28. **Non Waiver**. The failure of any party to exercise any right in this Agreement shall not be

considered a waiver of such right.

29. **Governing Law and Venue**. This Agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

30. **Attachments**. All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.

31. **Amendments**. The parties may amend this Agreement only by mutual written Agreement of the parties.

32. **Captions and Section Headings**. Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

33. **Counterparts.** This agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

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

35. **Entire Contract.** This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

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

DRMP, INC:

ATTEST (By Corporate Officer).
By: _____
Print: Lucius J. Cushman Jr.
Title: VICE PRESIDENT

By: _____
Print: Lawrence L. Smith, Jr
Title: Vice President / Principal
Date: September 1, 2011

ATTACHMENT A: SCOPE OF SERVICES

The services to be provided, herein, for **Engineering Services for Miscellaneous Transportation Itemized Projects >$2 Million** include the below listed projects. The work may include new roadway design and/or studies for roadway projects, preparation of engineering documents, and design procedures, repair, resurfacing, and rehabilitation projects, construction engineering inspection services (CEI), as well as associated activities. Such activities may include new roadway design for arterial and collector roads, signalization, intersection improvements, the design of open and closed drainage systems, utility design, utility relocation plans, maintenance of traffic plans, railroad crossings, FDOT permits, stormwater permits, environmental permits, traffic engineering applications, minor traffic operations improvements, and other appurtenances.

Miscellaneous Transportation Engineering Services for Itemized Projects	
Pavement Management/Resurfacing	**Project Limits**
CR 337	SR 26 to County Line
CR 236	US 441 to I-75
NW 16th Ave/NW 23rd Ave	NW 55th St to NW 13th Street
SW 63rd Blvd/62nd Ave.	Archer Road to Williston Road
CR 235	Newberry Road to CR 241
NW 43rd Street	NW 8th Ave to NW 53rd Ave.
CR 231	SR 121 to SR 235
Bicycle/Pedestrian Projects	**Project Limits**
SE 15th Street	South of Boulware Springs Water Works to SE 14th Ave
SW20th/24th Ave	Tower Road (SW 75th Street) to I-75
SW 8th Ave	SW 122nd Street to 91st Street
NW 98th Street	NW 23rd Ave to NW 39th Ave
Sweetwater Preserve Connector	Waldo Road (SR 121) to Hawthorne Trail
NW 143rd Street (CR 241)	Newberry Road (SR 26) to NW 39th Ave
NW CR 235A	US 441 to NW 177th Ave
Archer Braid	City of Archer to Forest Park
NW 63rd Terrace	NW 18th Ave to NW 19th Place
SW 75th Street	SW 73rd Way to 6200 Block, South of Archer Road
SW 63rd Ave/63rd Blvd	Archer Road to Williston Road
SE 43rd Street	University Ave (SR 26) to Hawthorne Road (SR 20)
Tower Road	Archer Road to SW 8th Ave
SW 122nd Street	SW 24th Street to Newberry Road (SR 26)
SW 91st Street	SW 46th Blvd to SW 8th Ave
NE 27th Ave	SR 222 to SR 26
NW 39th Ave	NW 143rd Street to Interstate 75
SW 41st Place	Tower Road to Greenleaf
Impact Fee Projects	**Project Limits**
SW 61st/SW 24th Ave Intersection Modifications	N/A
SW 91st Street/SW 8th Ave Intersection Modifications	N/A
NW 23rd Ave/Ft Clark Blvd Intersection Modifications	N/A
Capacity Enhancements Projects	**Project Limits**
SW 8th Ave to SW 20th connection	Connect to SW 61st Street
SW 62nd Blvd Interim Projects	NW 4 Place/Oaks Mall Entrance
SW 20th Ave-4 laning bridge over I-75	SW 61st Street to SW 62nd Blvd.
SW 8th Ave Extension	SW 143rd Street to SW 122nd Street

ATTACHMENT B

WORK ORDER/TASK ASSIGNMENT NOTICE TO PROCEED

WORK ORDER NO.: _____

BILLING/INVOICE REFERENCE NO.: _____

PROJECT DESCRIPTION:

County: **Alachua County**, a political subdivision of the State of Florida.

Date Issued: _____

PROFESSIONAL:

PROFESSIONAL'S ADDRESS:

Execution of the Work Order by County shall serve as authorization for the Professional to provide for the above project, professional services as set out in the Scope of Services attached as Exhibit "A," to that certain Agreement of _____ between the County and the Professional and further delineated in the specifications, conditions, and requirements stated in the following listed documents which are attached hereto and made a part hereof.

ATTACHMENTS:

[ ] DRAWINGS/PLANS/SPECIFICATIONS
[ ] SCOPE OF SERVICES
[ ] SPECIAL CONDITIONS
[ ] _____

The Professional shall provide said services pursuant to this Work Order, its attachments and the above-referenced Agreement, which is incorporated herein by reference as if it had been set out in its entirety. Whenever the Work Order conflicts with said Agreement, the Agreement shall prevail.

FEDERAL FUNDING

This project [ ] IS [ ] IS NOT funded by federal dollars. (NOTE: If funded by Federal dollars, the terms, conditions and requirements of Exhibit 1 to the Agreement apply to this Project.

TIME FOR COMPLETION: The work authorized by this Work Order shall be commenced upon [ ] the date written above or upon issuance of a [ ] Notice to Proceed by County and shall be completed within _____ (____) calendar days.

METHOD OF COMPENSATION:

(a) This Work Order is issued on a:

[ ] fixed fee basis

[ ] time basis method with a not-to-exceed amount

[ ] time basis method with a limitation of funds amount

(b) If the compensation is based on a "Fixed Fee Basis," then the Professional shall perform all work required by this Work Order for the sum of _____ DOLLARS ($_____). In no event shall the Professional be paid more than the Fixed Fee Amount.

(c) If the compensation is based on a "Time Basis Method" with a Not-to-Exceed Amount, then the Professional shall perform all work required by this Work Order for a sum not exceeding _____ DOLLARS ($_____). The Professional's compensation shall be based on the actual work required by this Work Order.

(d) If the compensation is based on a "Time Basis Method" with a Limitation of Funds Amount, then the Professional is not authorized to exceed the Limitation of Funds amount of _____ DOLLARS ($_____) without prior written approval of the County. Such approval, if given by the County, shall indicate a new Limitation of Funds amount. The Professional

shall advise the County whenever the Professional has incurred expenses on this Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The County shall compensate the Professional for the actual work performed under this Work Order.

The County shall make payment to the Professional in strict accordance with the payment terms of the above-referenced Agreement.

It is expressly understood by the Professional that this Work Order, until executed by the County, does not authorize the performance of any services by the Professional and that the County, prior to its execution of the Work Order, reserves the right to authorize a party other than the Professional to perform the services called for under this Work Order if it is determined that to do so is in the best interest of the County.

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20_____, for the purposes stated herein.

PROFESSIONAL:

_____
Witness

By: _____
signature

Title: _____
Print Name and Title

ALACHUA COUNTY, FLORIDA

By:_____
Alachua County

Date:_____

ATTACHMENT B-1 WORK ORDER/TASK ASSIGNMENT NOTICE TO PROCEED CHANGE ORDER

AMENDMENT #	
NTP/Project #	
Professional:	
Encumbrance #	
Contract Manager:	
Work Order Name #	

Work Order Description:
Deliverable(s):

Original Work Order Price:	
Total of Prior Approved Changes	
Amount of this Change in Work Order Add or (deduct)	
New Work Order Price with Amendment:	

Original Completion Date	
New Completion Date	

Alachua County: By:_____
Date:_____

Approved as to Form
_____
Alachua County Attorney

Professional: By:_____
Date: _____

ATTACHMENT C: FEE SCHEDULE

Employee Classification	Hourly Billing Rate
Project Manager	$138.61
Principal-In-Charge	$257.74
Chief Engineer.	$166.90
Senior Engineer	$189.81
Project Engineer A	$144.68
Project Engineer B	$115.82
Senior Engineering Technician	$178.55
Engineering Intern	$80.52
Designer A	$120.63
Designer B	$96.59
Sr. Planner	$189.40
Planner	$142.64
CEI Senior Project Engineer	$156.59
CEI Project Administrator	$100.14
CEI Contract Support Specialist	$89.65
CEI Admin Support/RCS	$56.00
CEI Senior Inspector	$86.97
CEI Inspector	$69.45
Senior Scientist	$131.99
Environmental Specialist	$106.18
CADD/Computer Technician	$85.13
Secretary/Clerical	$56.81
Sr. Surveyor and Mapper	$189.40
Professional Surveyor and Mapper	$123.62
Survey Technician	$91.63
2-Staff Survey Crew	$116.26
3-Staff Survey Crew	$157.27
4-Staff Survey Crew	$198.28
Survey Clerical/Administrative	$62.97

OH	FCCM	DE	OM
194.70%	0.868%	5.37%	22.00%

EXHIBIT 1

FEDERAL REQUIREMENTS

The following terms apply to those Projects authorized under this Agreement which involve the expenditure federal funds:

A. It is understood and agreed that all rights of the Florida Department of Transportation and the Local Agency relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.

B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding.

C. Compliance with Regulations: The Professional shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

D. Nondiscrimination: The Professional, with regard to the work performed during the contract, will not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Professional will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

E. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Professional, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each

potential subcontractor or supplier shall be notified by the Professional of the Professional's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

F. Information and Reports: The Professional will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Local Agency, Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Professional is in the exclusive possession of another who fails or refuses to furnish this information, the Professional shall certify to the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

G. Sanctions for Noncompliance: In the event of the Professional's noncompliance with the nondiscrimination provisions of this contract, the Local Agency, Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,

(1) withholding of payments to the Professional under the contract until the Professional complies and/or

(2) cancellation, termination or suspension of the contract, in whole or in part.

H. Incorporation of Provisions: The Professional will include the provisions of Paragraphs C through H in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, or directives issued pursuant thereto. The Professional will take such action with respect to any subcontract or procurement as the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Professional becomes

involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Professional may request the Local Agency and the Florida Department of Transportation to enter into such litigation to protect the interests of the Local Agency and the Florida Department of Transportation, and, in addition, the Professional may request the United States to enter into such litigation to protect the interests of the United States.

I. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.

J. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.

K. Participation by Disadvantaged Business Enterprises: The Professional shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Professional and any subcontractor or contractor.

The Professional, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Professional shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT- assisted contracts. Failure by the Professional to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

L. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.

M. It is understood and agreed that if the Professional at any time learns that the certification it provided the Department in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Professional shall provide immediate

written notice to the Department. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Professional in all lower tier covered transactions and in all aforementioned federal regulation.

N. The Department hereby certifies that neither the Professional nor the Professional's representative has been required by the Department, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

(1) employ or retain, or agree to employ or retain, any firm or person, or

(2) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Department further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

O. The Professional hereby certifies that it has not:

(1) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above Professional) to solicit or secure this contract;

(2) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or

(3) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above Professional any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The Professional further acknowledges that this agreement will be furnished to the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

E-VERIFY

Professional shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

1. all persons employed by the Professional during the term of the contract to perform employment duties under the contract; and
2. all persons, including subcontractors, assigned by the Professional to perform work pursuant to the contract with Alachua County.

Written verification of E-Verify utilization shall be provided to the County.

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ATTACHMENT D: INSURANCE REQUIREMENTS

TYPE "A INSURANCE REQUIREMENTS
"Professional or Consulting Services"

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

I. **COMMERCIAL GENERAL LIABILITY**.

Coverage must be afforded under a per occurrence form policy for limits not less than $1,000,000 General Aggregate, $1,000,0000 Products / Completed Operations Aggregate, $1,000,000 Personal and Advertising Injury Liability, $1,000,000 each Occurrence, $50,000 Fire Damage Liability and $5,000 Medical Expense.

II. **AUTOMOBILE LIABILITY**.

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident.

III. **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**.

A Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

B Employer's Liability limits for not less then $100,000 each accident; $500,000 disease policy limit and $100,000 disease each employee must be included.

IV. **PROFESSIONAL LIABILITY or ERRORS AND OMISSIONS LIABILITY (E&O)**.

Professional (E&O) Liability must be afforded for not less than $1,000,000 each claim, $1,000,000 policy aggregate

V. **OTHER INSURANCE PROVISIONS**.

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

B Commercial General Liability and Automobile Liability Coverages

1 The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Professional; products and completed operations of the Professional; or automobiles owned, leased, hired or borrowed by the Professional.

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

C Workers' Compensation and Employers' Liability Coverages

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

D All Coverages

1 The Professional shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under a claims made form the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.

VI. SUBCONTRACTORS

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

CERTIFICATE HOLDER: **Alachua County Board of County Commissioners**

MAIL or FAX CERTIFICATES TO:

Ebix
212 Kent Street
PO Box 257
Portland, MI 48875
Ph. 517-647-1700
Fax 517-647-7900

September 27, 2011 Regular BoCC Meeting
Agenda Item #65

Title
Causseaux, Hewett, and Walpole, Inc. Agreement for Engineering Services under $2,000,000 (Amended)

Amount
N/A

Description
Request approval of the Continuing Services Agreement with Causseaux, Hewett, and Walpole, Inc., for Professional Engineering Services under $2,000,000.

Recommendation
Approve the Continuing Services Agreement with Causseaux, Hewett, and Walpole, Inc. for Professional Engineering Services under $2,000,000

Alternative(s)
Do not approve

Requested By
Richard Hedrick via David Cerlanek, 352-374-5245 ext 1214

Originating Department
Public Works

Attachment(s) Description
Continuing Services Agreement with Causseaux, Hewett, & Walpole, Inc.

Documents Requiring Action
Continuing Services Agreement with Causseaux, Hewett, & Walpole, Inc. (2 originals)

Executive Summary
RFP 12-115 Annual Engineering Services <$2 Million was opened on May 11, 2011. Ten vendors responded by the deadline. The Board of County Commissioners approved the ranking for RFP 12-115 on August 9, 2011, which authorized the Public Works Department to negotiate contracts with the top ranking firms which included Causseaux, Hewett, & Walpole, Inc. This agreement includes professional engineering services for transportation, construction engineering and inspection, stormwater management, parks planning and design, developments of regional impact and environmental studies. Public Works recommends approval of this agreement. The County has the option to renew this agreement for two additional two year periods.

Background
RFP 12-115 Annual Engineering Services <$2 Million was opened on May 11, 2011. Ten vendors responded by the deadline. The Board of County Commissioners approved the ranking for RFP 12-115 on August 9, 2011, which authorized the Public Works Department to negotiate contracts with the top ranking firms which included Causseaux, Hewett, & Walpole, Inc. This agreement includes professional engineering services for transportation, construction engineering and inspection, stormwater management, parks planning and design, developments of regional impact and environmental studies. Public Works recommends approval of this agreement. The County has the option to renew this agreement for two additional two year periods.

Issues
Continuing Professional Engineering Services are needed to assist Alachua County with transportation projects, construction engineering and inspection services, parks planning and design, review of developments of regional impact and environmental studies.

Fiscal Recommendation
If approved, sufficient funds exist in the project budgets.

Fiscal Alternative(s)
N/A

Funding Sources
Gas Tax and Capital Projects Funds

Account Code(s)
149-7910-541.63-XX, 350-7915-541.63-xx, 351-7910-541.63-xx

Attachment: Casseaux Contining Eng Srvc Final.pdf

CONTINUING SERVICES AGREEMENT

This Agreement is entered into this 27 day of September, 2011 between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and Causseaux, Hewett, & Walpole, Inc. doing business at 6011 NW 1st Place, Gainesville, Florida 32607, hereinafter referred to as "Professional."

WITNESSETH

Whereas, the County desires to employ the Professional to provide services for General Engineering Services; and,

Whereas, the Professional is qualified to provide these services;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto do mutually agree as follows:

1. **Term.** This Agreement is effective on October 1, 2011 and will continue until September 30, 2013 unless earlier terminated as provided herein. This Agreement may be amended at the option of the County for two (2) additional two (2) year terms at the terms and conditions outlined herein.

   The County's performance and obligation to pay under this agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The parties hereto understand that this Agreement is not a commitment of future appropriations.

2. **Representations**. By executing this Agreement, the Professional makes the following express representations to the County:

   2.1. The Professional is professionally qualified to act as the professional for the Project and is licensed to practice Engineering by all public entities having jurisdiction over the Professional and the Project;

   2.2. The Professional shall maintain all necessary licenses, permits or other authorizations necessary to act as a professional for the Project until the Professional's duties hereunder have been fully satisfied;

   2.3. The Professional has become familiar with the Project site and the local conditions under which the Project is to be designed, constructed, and operated;

   2.4. The Professional shall prepare all deliverables required by this Agreement including, but not limited to, all contract plans and specifications, in such a manner that they shall be accurate, coordinated, and adequate for the purposes intended and shall be in conformity and comply with all applicable law, codes and regulations;

   2.5. The Professional represents that the deliverables prepared by the Professional are adequate and sufficient to accomplish the purposes of the project and meet the requirements of all applicable federal, state, and local codes and regulations.

2.6. The Professional acknowledges that the County's review of the deliverables in no way diminishes the Professionals representations pertaining to the deliverables.

3. **Duties of the Professional.** The Professional shall have and perform the following duties, obligations, and responsibilities to the County as outlined in Attachment "A." This Agreement standing alone does not authorize the performance of any work or require the County to place any orders for work.

4. **Duties of the County.** The County shall have and perform the following duties, obligations, and responsibilities to the Professional:
   4.1. The County will provide project data currently in the County's possession.
   4.2. The County will provide timely reviews of deliverables to meet schedule requirements.
   4.3. The County will be responsive to questions in a timely manner.
   4.4. The County will process invoices in a timely manner.

5. **Authorization For Services.** Authorization for performance of Professional services by the Professional under this Agreement shall be in the form of written Work Orders (also called a "Task Assignment) issued and executed by the County and signed by the Professional. A sample Work Order is attached hereto as Attachment "B." Each Work Order shall describe the services required, state the dates for commencement and completion of work and establish the amount and method of payment. The Work Orders will be issued under and shall incorporate the terms of this Agreement. The County makes no covenant or promise as to the number of available projects, nor that the Professional will perform any project for the County during the life of this Agreement. The County reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by the County to be in the best interest of the County to do so.

   5.1. The Public Works Director, or is designee, is authorized to initiate and sign Work Orders and amendments and modifications to Work Orders on behalf of the County.

   5.2. Change Orders to existing Work orders will be authorized by a Work Order Change Order (Attachment "B-1").

   5.3. Work may not begin until a properly executed Work order is issued by the County and signed by the Professional

6. **Compensation.** The County agrees to compensate the Professional for the Professional services called for under this Agreement on either a "Fixed Fee" basis or on a "Time Basis Method." If a Work Order is issued under a "Time Basis Method," then Professional shall be compensated in accordance with the rate schedule attached as Attachment "C." If a Work Order is issued for a "Fixed Fee Basis," then the applicable Work Order Fixed Fee amount shall include any and all reimbursable expenses.

7. **Reimbursable Expenses.** No reimbursable expenses will be paid under this agreement.

8. **Payment.**

   8.1. As a condition precedent for any payment, the Professional shall submit monthly, unless

otherwise agreed in writing by the County, an invoice to the County requesting payment for services properly rendered and expenses due. The Professional's invoice shall describe with reasonable particularity each service rendered, the date thereof, *[the time expended, if billed by hour,]* and the person(s) rendering such service. The Professional's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. If payment is requested for services rendered by Professional, the invoice shall additionally reflect the allocations as provided and shall state the percentage of completion as to each such allocation. Each invoice shall bear the signature of the Professional, which signature shall constitute the Professional's representation to the County that the services indicated in the invoice have reached the level stated, have served a public purpose, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of the Professional covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Professional that payment of any portion thereof should be withheld. Submission of the Professional's invoice for final payment shall further constitute the Professional's representation to the County that, upon receipt by the Professional of the amount invoiced, all obligations of the Professional to others, including its consultants, incurred in connection with the Project, will be paid in full. The Professional shall submit invoices to the County at the following address:

Public Works Director
Alachua County Public Works Dept.
PO Box 1188
Gainesville, Florida 32602-1188

8.2. In the event that the County becomes credibly informed that any representations of the Professional relating to payment are wholly or partially inaccurate, the County may withhold payment of sums then or in the future otherwise due to the Professional until the inaccuracy, and the cause thereof, is corrected to the County's reasonable satisfaction.

8.3. The County shall make payment to the Professional, of all sums properly invoiced under the provisions of this paragraph, in accordance with the provisions of Chapter 218, Part VII (Local Government Prompt Payment Act), Florida Statutes.

8.4. Payments shall be made to the following address:

Causseaux, Hewett, & Walpole, Inc.
6011 NW 1st Place
Gainesville, Florida 32607
Attn: Becki Jordan

9. Personnel.

9.1. The Professional will assign only qualified personnel to perform any service concerning this Agreement. At the time of execution of this Agreement, the parties anticipate the following parties will perform those functions indicated:

NAME	FUNCTION
Rory P. Causseaux, PE	*Principal In-Charge/Principal Professional Engineer*
Robert J. Walpole, PE	*Alternate Principal In-Charge/ Principal Professional Engineer*
Monique Heathcock, PE	*Director of Engineering/Senior Project Manager*
Chris Gmuer, PE	*Project Manager*
Shawn Webber, PE	*Project Manager*
Andrew S. Roberts, PE	*Director of Quality Assurance/Quality Control/Senior project Manager*
Gerry Dedenbach, AICP	*Public Involvement/Director of Planning and GIS Services*

9.2. So long as the individuals named above remain actively employed or able to be retained by the Professional, they shall perform the functions indicated next to their names. The Public Works Director may authorize changes to this list in writing.

10. Notice. Except as otherwise provided in this Agreement, any notice of termination or default from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with a signed proof of delivery. For purposes of notice, Professional's and County representative are:

County:
Public Works Director
Alachua County Public Works
PO Box 1188
Gainesville, FL 32602-1188

Professional:
Rory P. Causseaux, President
Causseaux, Hewett, & Walpole, Inc.
6011 NW 1st Place
Gainesville, FL 32607

A copy of any notice, request or approval to the County must also be sent to:

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

and

Office of Management and Budget
105 SE 1st Avenue, Suite 6
Gainesville, Florida 32601
Attn: Contracts

11. Default and Termination.

11.1. The failure of the Professional to comply with any provision of this Agreement will place the Professional in default. Prior to terminating the Agreement, the County will notify the Professional in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Professional seven (7) days to cure the default. The Public Works Director is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time the County Manager is authorized to provide final termination notice on behalf of the County to the Professional.

11.2. The County may also terminate the Agreement without cause by providing written notice to the Professional. The County Manager is authorized to provide written notice of termination on behalf of the County. Upon such notice, Professional will immediately discontinue all services affected (unless the notice directs otherwise); and, deliver to the County all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Professional in performing this Agreement, whether completed or in process. In the event of such termination for convenience, Professional recovery against County shall be limited to that portion of the Agreement amount earned through the date of termination, but Professional shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the work not performed.

11.3. If funds to finance this Agreement become unavailable, the County may terminate the Agreement with no less than twenty-four hours notice in writing to the Professional. The County will be the final authority as to the availability of funds. The County will pay the Professional for all work completed prior to any notice of termination.

12. Contract And Work Order In Conflict. Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, the Agreement shall prevail.

13. Project Records.

13.1. For a period of five (5) years, or fifteen (15) years if related to a capital improvement project, after the completion of all work to be performed, or as required by Chapter 119, Florida Statutes (Public Records Act) and schedules published by the Florida Bureau of Archives and Records Management, or federal requirements, whichever period is greater, the Professional shall keep and make available to the County for inspection and copying, upon written request by the County, all records in Professional's possession relating to this Agreement. Additionally, the Professional shall make said records available, upon written request by the County, to any state, federal, or other regulatory authority, and any such authority may review, inspect and copy said records unless exempted under Chapter 119, Florida Statutes.

13.2. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. § 119.011(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes.

13.3. During the term of this Agreement or license, Professional may claim that some or all of Professional's information, including, but not limited to, software, documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as, confidential and proprietary by Professional in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Records Act. Professional shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use its best efforts to maintain the confidentiality of the information properly identified by the Professional as "Confidential Information" or "CI".

13.4. The County shall promptly notify the Professional in writing of any request received by the County for disclosure of Professional's Confidential Information and the Professional may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Professional shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Professional shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Professional's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Professional shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. Professional releases County from claims or damages related to disclosure by County.

14. **Ownership of Deliverables.** All project deliverables and documents are the sole property of the County and may be used by the County for any purpose.

15. **Insurance.** The Professional will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in Attachment "D."

16. **Permits.** The Professional will obtain and pay for all necessary permits, permit application fees, licenses or any fees required.

17. **Laws & Regulations**. The Professional will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this Agreement. The Professional is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this Agreement. If the Professional is not familiar with state and local laws, ordinances, code rules and regulations, the Professional remains liable for any violation and all subsequent damages or fines.

18. **Indemnification.** The Professional agrees to indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the professional and other persons employed or utilized by the design professional in the performance of the contract. Professional agrees that indemnification of the County shall extend to any and all work performed by the Professional, its subcontractors, employees, agents, servants or assigns.

    Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions of §768.28, Florida Statutes.

19. **Standard of Care.** The services of the Professional shall be performed with the skill and care which would be exercised by a qualified professional performing similar services at the time and place such services are performed. If the failure to meet these standards results in deficiencies in the substandard architectural or engineering design, the Professional shall furnish, at his own cost and expense, the redesign necessary to correct such deficiencies, and shall be responsible for any and all consequential damages arising from those deficiencies.

20. **Assignment of Interest**. The Professional and County recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the County. Therefore, the Professional hereby assigns to the County any and all claims for such overcharges as to goods, materials, or services purchased in connection with the Agreement. However, for all other assignments, neither party will assign, convey, pledge, sublet, transfer or otherwise dispose of any interest in this Agreement and shall not transfer any interest in same without the prior written consent of the other party.

21. **Successors and Assigns.** The County and Professional each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.

22. **Independent Contractor.** In the performance of this Agreement, the Professional is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Professional is solely responsible for the means, method, technique, sequence, and procedure utilized by the Professional in the full performance of the Agreement.

23. **Collusion**. By signing this Agreement, the Professional declares that this Agreement is made without any previous understanding, Agreement, or connections with any persons, professionals or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.

24. **Conflict of Interest.** The Professional warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The Professional shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

25. **Prohibition Against Contingent Fees.** As required by §287.055(56), Florida's Statutes, the

Professional warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Professional to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Professional any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

26. **Third Party Beneficiaries**. This Agreement does not create any relationship with, or any rights in favor of, any third party.

27. **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

28. **Non Waiver**. The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.

29. **Governing Law and Venue**. This Agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

30. **Attachments**. All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.

31. **Amendments**. The parties may amend this Agreement only by mutual written Agreement of the parties.

32. **Captions and Section Headings**. Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

33. **Counterparts.** This agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

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

35. **Entire Contract.** This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations.

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

Causseaux, Hewett, & Walpole, Inc

ATTEST (By Corporate Officer).
By: _____
Print: Robert Walpole
Title: Vice President

By: _____
Print: Rony P. Causseaux
Title: President
Date: 8/25/11

ATTACHMENT A: SCOPE OF SERVICES

The services to be provided, herein, for **Annual Engineering Services <2,000,000** including but not limited to:

1. **Transportation**
   - 1.1. Urban Roadway Planning and Design
   - 1.2. Rural Roadway Planning and Design
   - 1.3. Intersection Planning and Design
     - 1.3.1. Conduct and analyze signal warrant analysis
     - 1.3.2. Conduct and analyze roundabout justification studies
     - 1.3.3. Structural design for traffic signals
     - 1.3.4. Conduct, review and analyze transportation and traffic studies
     - 1.3.5. Conduct transportation network analysis
     - 1.3.6. Assist in transportation network concurrency management

2. **Construction Engineering and Inspection for Public Works Projects**

3. **Stormwater Management**
   - 3.1. Stormwater management facility design
   - 3.2. Conduct, review and analyze drainage studies
   - 3.3. Stormwater permitting

4. **Parks Planning and Design**
   - 4.1. Permitting, siteing, layout and design of County parks facilities

5. **Developments or Regional Impact**
   - 5.1. Review and analyze Development of Regional Impact submittals.

6. **Environmental Studies (Wetland, Cultural Resources, Phase1 and 2 Environmental Site Assessments, etc.)**

7. **Other General Engineering Studies as may be required by the Department**

8. **Although landscaping architectural services are not anticipated at this time, the County may require these services on some occasions during the duration of this contract.**

ATTACHMENT B: WORK ORDER/TASK ASSIGNMENT NOTICE TO PROCEED

WORK ORDER NO.: _____

BILLING/INVOICE REFERENCE NO.: _____

PROJECT DESCRIPTION:

County: **Alachua County**, a political subdivision of the State of Florida.

Date Issued: _____

PROFESSIONAL:

PROFESSIONAL'S ADDRESS:

Execution of the Work Order by County shall serve as authorization for the Professional to provide for the above project, professional services as set out in the Scope of Services attached as Exhibit "A," to that certain Agreement of _____ between the County and the Professional and further delineated in the specifications, conditions, and requirements stated in the following listed documents which are attached hereto and made a part hereof.

ATTACHMENTS:

[ ] DRAWINGS/PLANS/SPECIFICATIONS
[ ] SCOPE OF SERVICES
[ ] SPECIAL CONDITIONS
[ ] _____

The Professional shall provide said services pursuant to this Work Order, its attachments and the above-referenced Agreement, which is incorporated herein by reference as if it had been set out in its entirety. Whenever the Work Order conflicts with said Agreement, the Agreement shall prevail.

TIME FOR COMPLETION: The work authorized by this Work Order shall be commenced upon [ ] the date written above or upon issuance of a [ ] Notice to Proceed by County and shall be

completed within _____ (____) calendar days.

METHOD OF COMPENSATION:

(a) This Work Order is issued on a:

[ ] fixed fee basis

[ ] time basis method with a not-to-exceed amount

[ ] time basis method with a limitation of funds amount

(b) If the compensation is based on a "Fixed Fee Basis," then the Professional shall perform all work required by this Work Order for the sum of _____ DOLLARS ($_____). In no event shall the Professional be paid more than the Fixed Fee Amount.

(c) If the compensation is based on a "Time Basis Method" with a Not-to-Exceed Amount, then the Professional shall perform all work required by this Work Order for a sum not exceeding _____ DOLLARS ($_____). The Professional's compensation shall be based on the actual work required by this Work Order.

(d) If the compensation is based on a "Time Basis Method" with a Limitation of Funds Amount, then the Professional is not authorized to exceed the Limitation of Funds amount of _____ DOLLARS ($_____) without prior written approval of the County. Such approval, if given by the County, shall indicate a new Limitation of Funds amount. The Professional shall advise the County whenever the Professional has incurred expenses on this Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The County shall compensate the Professional for the actual work performed under this Work Order.

The County shall make payment to the Professional in strict accordance with the payment terms of the above-referenced Agreement.

It is expressly understood by the Professional that this Work Order, until executed by the County, does not authorize the performance of any services by the Professional and that the County, prior to its execution of the Work Order, reserves the right to authorize a party other than the Professional to perform the services called for under this Work Order if it is determined that to do so is in the best interest of the County.

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20_____, for the purposes stated herein.

PROFESSIONAL:

_____
Witness

By: _____
signature

Title: _____
Print Name and Title

ALACHUA COUNTY, FLORIDA

By:_____
Alachua County

Date:_____

ATTACHMENT B-1 WORK ORDER/TASK ASSIGNMENT NOTICE TO PROCEED CHANGE ORDER

AMENDMENT #	
NTP/Project #	
Professional:	
Encumbrance #	
Contract Manager:	
Work Order Name #	

Work Order Description:
Deliverable(s):

Original Work Order Price:	
Total of Prior Approved Changes	
Amount of this Change in Work Order Add or (deduct)	
New Work Order Price with Amendment:	

Original Completion Date	
New Completion Date	

Alachua County: By:_____

Date:_____

Approved as to Form

_____

Alachua County Attorney

Professional: By:_____

Date: _____

ATTACHMENT C: FEE SCHEDULE

Civil Engineering Division	**Rate**
Principal Professional Engineer	$175.00/hr.
Director/Senior Project Manager	$130.00/hr.
Project Manager	$115.00/hr.
Director/Quality Assurance & Control	$130.00/hr.
Project Engineer	$ 90.00/hr.
Construction Engineering Inspections Division	**Rate**
Project Field Supervisor/Construction Inspection Supervisor	$ 95.00/hr.
Senior Inspector	$ 85.00/hr.
Inspector	$ 75.00/hr.
Planning Division	
Director of Planning & G.I.S. Services	$130.00/hr.
Land Surveying Division	
Principal Professional Surveyor	$175.00/hr.
Professional Surveyor & Mapper	$115.00/hr.
Chief of Surveys/Project Surveyor	$ 90.00/hr.
3-Man Field Crew	$147.00/hr.
2-Man Field Crew	$112.00/hr.
Field Technician II	$ 59.00/hr.
Field Technician I	$ 46.00/hr.
GPS Field Operator	$100.00/hr.
All Divisions	
Senior CADD Technician	$ 90.00 /hr
CADD Technician II	$ 75.00/hr.
GIS/Mapping Technician	$ 75.00/hr.
Project Assistant / Administrative Assistant	$ 47.50/hr.

Rates will be for the period of 10/01/11 through 09/30/13. Rates for periods beyond 9/30/13 shall be negotiated at the time and subject to mutual approval.

ATTACHMENT D: INSURANCE REQUIREMENTS

TYPE "A INSURANCE REQUIREMENTS

"Professional or Consulting Services"

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

I. **COMMERCIAL GENERAL LIABILITY**.

Coverage must be afforded under a per occurrence form policy for limits not less than $1,000,000 General Aggregate, $1,000,0000 Products / Completed Operations Aggregate, $1,000,000 Personal and Advertising Injury Liability, $1,000,000 each Occurrence, $50,000 Fire Damage Liability and $5,000 Medical Expense.

II. **AUTOMOBILE LIABILITY**.

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident.

III. **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**.

A Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

B Employer's Liability limits for not less then $100,000 each accident; $500,000 disease policy limit and $100,000 disease each employee must be included.

IV. **PROFESSIONAL LIABILITY or ERRORS AND OMISSIONS LIABILITY (E&O)**.

Professional (E&O) Liability must be afforded for not less than $1,000,000 each claim, $1,000,000 policy aggregate

V. **OTHER INSURANCE PROVISIONS**.

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

B Commercial General Liability and Automobile Liability Coverages

1 The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Professional; products and completed operations of the Professional; or automobiles owned, leased, hired or borrowed by the

Professional.

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

C Workers' Compensation and Employers' Liability Coverages

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

D All Coverages

1 The Professional shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under a claims made form the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.

VI. SUBCONTRACTORS

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

CERTIFICATE HOLDER: **Alachua County Board of County Commissioners**

MAIL or FAX CERTIFICATES TO:

Ebix
212 Kent Street
PO Box 257
Portland, MI 48875
Ph. 517-647-1700
Fax 517-647-7900

September 27, 2011 Regular BoCC Meeting
Agenda Item #66

Title
Brown and Cullen, Inc. Agreement for Engineering Services under $2,000,000 (Amended)

Amount
N/A

Description
Request approval of the Continuing Services Agreement with Brown and Cullen, Inc., for Professional Engineering Services under $2,000,000

Recommendation
Approve the Continuing Services Agreement with Brown and Cullen, Inc. for Professional Engineering Services under $2,000,000

Alternative(s)
Do not approve

Requested By
Richard Hedrick via David Cerlanek, 352-374-5245 ext 1214

Originating Department
Public Works

Attachment(s) Description
Continuing Services Agreement with Brown & Cullen, Inc.

Documents Requiring Action
Continuing Services Agreement with Brown & Cullen, Inc. (2 originals)

Executive Summary
RFP 12-115 Annual Engineering Services <$2 Million was opened on May 11, 2011. Ten vendors responded by the deadline. The Board of County Commissioners approved the ranking for RFP 12-115 on August 9, 2011, which authorized the Public Works Department to negotiate contracts with the top ranking firms which included Brown & Cullen, Inc. This agreement includes professional engineering services for transportation, construction engineering and inspection, stormwater management, parks planning and design, developments of regional impact and environmental studies. Public Works recommends approval of this agreement. The County has the option to renew this agreement for two additional two year periods.

Background
RFP 12-115 Annual Engineering Services <$2 Million was opened on May 11, 2011. Ten vendors responded by the deadline. The Board of County Commissioners approved the ranking for RFP 12-115 on August 9, 2011, which authorized the Public Works Department to negotiate contracts with the top ranking firms which included Brown & Cullen, Inc. This agreement includes professional engineering services for transportation, construction engineering and inspection, stormwater management, parks planning and design, developments of regional impact and environmental studies. Public Works recommends approval of this agreement. The County has the option to renew this agreement for two additional two year periods.

Issues
Continuing Professional Engineering Services are needed to assist Alachua County with transportation projects, construction engineering and inspection services, parks planning and design, review of developments of regional impact and environmental studies.

Fiscal Recommendation
If approved, sufficient funds exist in the project budgets.

Fiscal Alternative(s)
N/A

Funding Sources
Gas Tax and Capital Projects Funds

Account Code(s)
149-7910-541.63-XX, 350-7915-541.63-xx, 351-7910-541.63-xx

Attachment: Brown Cillen Continuing Eng Srvc Final.pdf

CONTINUING SERVICES AGREEMENT

This Agreement is entered into this 27 day of September, 2011 between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and **Brown & Cullen Inc.** doing business at **3530 NW 43rd Street, Gainesville, FL 32606,** hereinafter referred to as "Professional."

WITNESSETH

Whereas, the County desires to employ the Professional to provide services for General Engineering Services; and,

Whereas, the Professional is qualified to provide these services;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto do mutually agree as follows:

1. **Term.** This Agreement is effective on October 1, 2011 and will continue until September 30, 2013 unless earlier terminated as provided herein. This Agreement may be amended at the option of the County for two (2) additional two (2) year terms at the terms and conditions outlined herein.

   The County's performance and obligation to pay under this agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The parties hereto understand that this Agreement is not a commitment of future appropriations.

2. **Representations**. By executing this Agreement, the Professional makes the following express representations to the County:

   2.1. The Professional is professionally qualified to act as the professional for the Project and is licensed to practice Engineering by all public entities having jurisdiction over the Professional and the Project;

   2.2. The Professional shall maintain all necessary licenses, permits or other authorizations necessary to act as a professional for the Project until the Professional's duties hereunder have been fully satisfied;

   2.3. The Professional has become familiar with the Project site and the local conditions under which the Project is to be designed, constructed, and operated;

   2.4. The Professional shall prepare all deliverables required by this Agreement including, but not limited to, all contract plans and specifications, in such a manner that they shall be accurate, coordinated, and adequate for the purposes intended and shall be in conformity and comply with all applicable law, codes and regulations;

   2.5. The Professional represents that the deliverables prepared by the Professional are adequate and sufficient to accomplish the purposes of the project and meet the requirements of all applicable federal, state, and local codes and regulations.

2.6. The Professional acknowledges that the County's review of the deliverables in no way diminishes the Professionals representations pertaining to the deliverables.

3. **Duties of the Professional.** The Professional shall have and perform the following duties, obligations, and responsibilities to the County as outlined in Attachment "A." This Agreement standing alone does not authorize the performance of any work or require the County to place any orders for work.

4. **Duties of the County.** The County shall have and perform the following duties, obligations, and responsibilities to the Professional:
   4.1. The County will provide project data currently in the County's possession.
   4.2. The County will provide timely reviews of deliverables to meet schedule requirements.
   4.3. The County will be responsive to questions in a timely manner.
   4.4. The County will process invoices in a timely manner.

5. **Authorization For Services.** Authorization for performance of Professional services by the Professional under this Agreement shall be in the form of written Work Orders (also called a "Task Assignment) issued and executed by the County and signed by the Professional. A sample Work Order is attached hereto as Attachment "B." Each Work Order shall describe the services required, state the dates for commencement and completion of work and establish the amount and method of payment. The Work Orders will be issued under and shall incorporate the terms of this Agreement. The County makes no covenant or promise as to the number of available projects, nor that the Professional will perform any project for the County during the life of this Agreement. The County reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by the County to be in the best interest of the County to do so.

   5.1. The Public Works Director, or is designee, is authorized to initiate and sign Work Orders and amendments and modifications to Work Orders on behalf of the County.

   5.2. Change Orders to existing Work orders will be authorized by a Work Order Change Order (Attachment "B-1").

   5.3. Work may not begin until a properly executed Work order is issued by the County and signed by the Professional

6. **Compensation.** The County agrees to compensate the Professional for the Professional services called for under this Agreement on either a "Fixed Fee" basis or on a "Time Basis Method." If a Work Order is issued under a "Time Basis Method," then Professional shall be compensated in accordance with the rate schedule attached as Attachment "C." If a Work Order is issued for a "Fixed Fee Basis," then the applicable Work Order Fixed Fee amount shall include any and all reimbursable expenses.

7. **Reimbursable Expenses.** No reimbursable expenses will be paid under this agreement.

8. **Payment.**

   8.1. As a condition precedent for any payment, the Professional shall submit monthly, unless

otherwise agreed in writing by the County, an invoice to the County requesting payment for services properly rendered and expenses due. The Professional's invoice shall describe with reasonable particularity each service rendered, the date thereof, *[the time expended, if billed by hour,]* and the person(s) rendering such service. The Professional's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. If payment is requested for services rendered by Professional, the invoice shall additionally reflect the allocations as provided and shall state the percentage of completion as to each such allocation. Each invoice shall bear the signature of the Professional, which signature shall constitute the Professional's representation to the County that the services indicated in the invoice have reached the level stated, have served a public purpose, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of the Professional covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Professional that payment of any portion thereof should be withheld. Submission of the Professional's invoice for final payment shall further constitute the Professional's representation to the County that, upon receipt by the Professional of the amount invoiced, all obligations of the Professional to others, including its consultants, incurred in connection with the Project, will be paid in full. The Professional shall submit invoices to the County at the following address:

Public Works Director
Alachua County Public Works Dept.
PO Box 1188
Gainesville, Florida 32602-1188

8.2. In the event that the County becomes credibly informed that any representations of the Professional relating to payment are wholly or partially inaccurate, the County may withhold payment of sums then or in the future otherwise due to the Professional until the inaccuracy, and the cause thereof, is corrected to the County's reasonable satisfaction.

8.3. The County shall make payment to the Professional, of all sums properly invoiced under the provisions of this paragraph, in accordance with the provisions of Chapter 218, Part VII (Local Government Prompt Payment Act), Florida Statutes.

8.4. Payments shall be made to the following address:

Brown & Cullen, Inc.
3530 NW 43rd Street
Gainesville, FL 32606

9. Personnel.

9.1. The Professional will assign only qualified personnel to perform any service concerning this Agreement. At the time of execution of this Agreement, the parties anticipate the following parties will perform those functions indicated:

NAME	FUNCTION
A.J. "Jay" Brown Jr., PE	*Principal Engineer / Project Manager*
Stuart I. Cullen, PE	*Principal Engineer / Project Manager*

9.2. So long as the individuals named above remain actively employed or able to be retained by the Professional, they shall perform the functions indicated next to their names. The Public Works Director may authorize changes to this list in writing.

10. Notice. Except as otherwise provided in this Agreement, any notice of termination or default from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with a signed proof of delivery. For purposes of notice, Professional's and County representative are:

County:
Public Works Director
Alachua County Public Works
PO Box 1188
Gainesville, FL 32602-1188

Professional:
A.J. "Jay" Brown Jr. PE
3530 NW 43rd Street
Gainesville, FL 32606

A copy of any notice, request or approval to the County must also be sent to:

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

and

Office of Management and Budget
105 SE 1st Avenue, Suite 6
Gainesville, Florida 32601
Attn: Contracts

11. Default and Termination.

11.1. The failure of the Professional to comply with any provision of this Agreement will place the Professional in default. Prior to terminating the Agreement, the County will notify the Professional in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Professional seven (7) days to cure the default. The Public Works Director is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time the County Manager is authorized to provide final termination notice on behalf of the County to the Professional.

11.2. The County may also terminate the Agreement without cause by providing written notice

to the Professional. The County Manager is authorized to provide written notice of termination on behalf of the County. Upon such notice, Professional will immediately discontinue all services affected (unless the notice directs otherwise); and, deliver to the County all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Professional in performing this Agreement, whether completed or in process. In the event of such termination for convenience, Professional recovery against County shall be limited to that portion of the Agreement amount earned through the date of termination, but Professional shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the work not performed.

11.3. If funds to finance this Agreement become unavailable, the County may terminate the Agreement with no less than twenty-four hours notice in writing to the Professional. The County will be the final authority as to the availability of funds. The County will pay the Professional for all work completed prior to any notice of termination.

12. Contract And Work Order In Conflict. Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, the Agreement shall prevail.

13. Project Records.

13.1. For a period of five (5) years, or fifteen (15) years if related to a capital improvement project, after the completion of all work to be performed, or as required by Chapter 119, Florida Statutes (Public Records Act) and schedules published by the Florida Bureau of Archives and Records Management, or federal requirements, whichever period is greater, the Professional shall keep and make available to the County for inspection and copying, upon written request by the County, all records in Professional's possession relating to this Agreement. Additionally, the Professional shall make said records available, upon written request by the County, to any state, federal, or other regulatory authority, and any such authority may review, inspect and copy said records unless exempted under Chapter 119, Florida Statutes.

13.2. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. § 119.011(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes.

13.3. During the term of this Agreement or license, Professional may claim that some or all of Professional's information, including, but not limited to, software, documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as, confidential and proprietary by Professional in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Records Act. Professional shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use its best efforts to maintain the confidentiality of the information properly identified by the Professional as "Confidential Information" or "CI".

13.4. The County shall promptly notify the Professional in writing of any request received by the County for disclosure of Professional's Confidential Information and the Professional may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Professional shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Professional shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Professional's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Professional shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. Professional releases County from claims or damages related to disclosure by County.

14. **Ownership of Deliverables.** All project deliverables and documents are the sole property of the County and may be used by the County for any purpose.

15. **Insurance.** The Professional will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in Attachment "D."

16. **Permits.** The Professional will obtain and pay for all necessary permits, permit application fees, licenses or any fees required.

17. **Laws & Regulations**. The Professional will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this Agreement. The Professional is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this Agreement. If the Professional is not familiar with state and local laws, ordinances, code rules and regulations, the Professional remains liable for any violation and all subsequent damages or fines.

18. **Indemnification.** The Professional agrees to indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the professional and other persons employed or utilized by the design professional in the performance of the contract. Professional agrees that indemnification of the County shall extend to any and all work performed by the Professional, its subcontractors, employees, agents, servants or assigns.

    Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions of §768.28, Florida Statutes.

19. **Standard of Care.** The services of the Professional shall be performed with the skill and care which would be exercised by a qualified professional performing similar services at the time and place such services are performed. If the failure to meet these standards results in deficiencies in the substandard architectural or engineering design, the Professional shall furnish, at his own cost and expense, the redesign necessary to correct such deficiencies, and shall be responsible for any and all

consequential damages arising from those deficiencies.

20. **Assignment of Interest**. The Professional and County recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the County. Therefore, the Professional hereby assigns to the County any and all claims for such overcharges as to goods, materials, or services purchased in connection with the Agreement. However, for all other assignments, neither party will assign, convey, pledge, sublet, transfer or otherwise dispose of any interest in this Agreement and shall not transfer any interest in same without the prior written consent of the other party.

21. **Successors and Assigns.** The County and Professional each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.

22. **Independent Contractor.** In the performance of this Agreement, the Professional is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Professional is solely responsible for the means, method, technique, sequence, and procedure utilized by the Professional in the full performance of the Agreement.

23. **Collusion**. By signing this Agreement, the Professional declares that this Agreement is made without any previous understanding, Agreement, or connections with any persons, professionals or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.

24. **Conflict of Interest.** The Professional warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The Professional shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

25. **Prohibition Against Contingent Fees.** As required by §287.055(56), Florida's Statutes, the Professional warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Professional to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Professional any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

26. **Third Party Beneficiaries**. This Agreement does not create any relationship with, or any rights in favor of, any third party.

27. **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

28. **Non Waiver**. The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.

29. **Governing Law and Venue**. This Agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

30. **Attachments**. All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.

31. **Amendments**. The parties may amend this Agreement only by mutual written Agreement of the parties.

32. **Captions and Section Headings**. Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

33. **Counterparts.** This agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

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

35. **Entire Contract.** This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

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

BROWN AND CULLEN, INC.

ATTEST (By Corporate Officer).
By: _____

Print: STUART I. CULLEN

Title: VICE-PRESIDENT

By: _____

Print: A. J. BROWN JR.

Title: PRESIDENT

Date: 8-24-11

ATTACHMENT A: SCOPE OF SERVICES

The services to be provided, herein, for **Annual Engineering Services <2,000,000** including but not limited to:

1. **Transportation**
   - 1.1. Urban Roadway Planning and Design
   - 1.2. Rural Roadway Planning and Design
   - 1.3. Intersection Planning and Design
     - 1.3.1. Conduct and analyze signal warrant analysis
     - 1.3.2. Conduct and analyze roundabout justification studies
     - 1.3.3. Structural design for traffic signals
     - 1.3.4. Conduct, review and analyze transportation and traffic studies
     - 1.3.5. Conduct transportation network analysis
     - 1.3.6. Assist in transportation network concurrency management

2. **Construction Engineering and Inspection for Public Works Projects**

3. **Stormwater Management**
   - 3.1. Stormwater management facility design
   - 3.2. Conduct, review and analyze drainage studies
   - 3.3. Stormwater permitting

4. **Parks Planning and Design**
   - 4.1. Permitting, siteing, layout and design of County parks facilities

5. **Developments or Regional Impact**
   - 5.1. Review and analyze Development of Regional Impact submittals.

6. **Environmental Studies (Wetland, Cultural Resources, Phase1 and 2 Environmental Site Assessments, etc.)**

7. **Other General Engineering Studies as may be required by the Department**

8. **Although landscaping architectural services are not anticipated at this time, the County may require these services on some occasions during the duration of this contract.**

ATTACHMENT B: WORK ORDER/TASK ASSIGNMENT NOTICE TO PROCEED

WORK ORDER NO.: _____

BILLING/INVOICE REFERENCE NO.: _____

PROJECT DESCRIPTION:

County: **Alachua County**, a political subdivision of the State of Florida.

Date Issued: _____

PROFESSIONAL:

PROFESSIONAL'S ADDRESS:

Execution of the Work Order by County shall serve as authorization for the Professional to provide for the above project, professional services as set out in the Scope of Services attached as Exhibit "A," to that certain Agreement of _____ between the County and the Professional and further delineated in the specifications, conditions, and requirements stated in the following listed documents which are attached hereto and made a part hereof.

ATTACHMENTS:

[ ] DRAWINGS/PLANS/SPECIFICATIONS
[ ] SCOPE OF SERVICES
[ ] SPECIAL CONDITIONS
[ ] _____

The Professional shall provide said services pursuant to this Work Order, its attachments and the above-referenced Agreement, which is incorporated herein by reference as if it had been set out in its entirety. Whenever the Work Order conflicts with said Agreement, the Agreement shall prevail.

TIME FOR COMPLETION: The work authorized by this Work Order shall be commenced upon [ ] the date written above or upon issuance of a [ ] Notice to Proceed by County and shall be completed within _____ (____) calendar days.

METHOD OF COMPENSATION:

(a) This Work Order is issued on a:

[ ] fixed fee basis

[ ] time basis method with a not-to-exceed amount

[ ] time basis method with a limitation of funds amount

(b) If the compensation is based on a "Fixed Fee Basis," then the Professional shall perform all work required by this Work Order for the sum of _____ DOLLARS ($_____). In no event shall the Professional be paid more than the Fixed Fee Amount.

(c) If the compensation is based on a "Time Basis Method" with a Not-to-Exceed Amount, then the Professional shall perform all work required by this Work Order for a sum not exceeding _____ DOLLARS ($_____). The Professional's compensation shall be based on the actual work required by this Work Order.

(d) If the compensation is based on a "Time Basis Method" with a Limitation of Funds Amount, then the Professional is not authorized to exceed the Limitation of Funds amount of _____ DOLLARS ($_____) without prior written approval of the County. Such approval, if given by the County, shall indicate a new Limitation of Funds amount. The Professional shall advise the County whenever the Professional has incurred expenses on this Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The County shall compensate the Professional for the actual work performed under this Work Order.

The County shall make payment to the Professional in strict accordance with the payment terms of the above-referenced Agreement.

It is expressly understood by the Professional that this Work Order, until executed by the County, does not authorize the performance of any services by the Professional and that the County, prior to its execution of the Work Order, reserves the right to authorize a party other than the Professional to perform the services called for under this Work Order if it is determined that to do so is in the best interest of the County.

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20_____, for the purposes stated herein.

PROFESSIONAL:

_____
Witness

By: _____
signature

Title: _____
Print Name and Title

ALACHUA COUNTY, FLORIDA

By:_____
Alachua County

Date:_____

ATTACHMENT B-1 WORK ORDER/TASK ASSIGNMENT NOTICE TO PROCEED CHANGE ORDER

AMENDMENT #	
NTP/Project #	
Professional:	
Encumbrance #	
Contract Manager:	
Work Order Name #	

Work Order Description:
Deliverable(s):

Original Work Order Price:	
Total of Prior Approved Changes	
Amount of this Change in Work Order Add or (deduct)	
New Work Order Price with Amendment:	

Original Completion Date	
New Completion Date	

Alachua County: By:_____

Date:_____

Approved as to Form

_____

Alachua County Attorney

Professional: By:_____

Date: _____

ATTACHMENT C: FEE SCHEDULE

Employee Classification	**Hourly Billing Rate**
Principal Engineer	$125.00
Staff Engineer, P.E.	$95.00
Staff Engineer, E.I.	$80.00
Land Planner, AICP	$80.00
Land Planner	$75.00
Engineering Technician III	$70.00
Engineering Technician II	$65.00
Engineering Technician I	$60.00
Engineering Student Intern	$45.00
Administration / Clerical	$40.00

ATTACHMENT D: INSURANCE REQUIREMENTS

TYPE "A INSURANCE REQUIREMENTS

"Professional or Consulting Services"

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

I. **COMMERCIAL GENERAL LIABILITY**.

Coverage must be afforded under a per occurrence form policy for limits not less than $1,000,000 General Aggregate, $1,000,0000 Products / Completed Operations Aggregate, $1,000,000 Personal and Advertising Injury Liability, $1,000,000 each Occurrence, $50,000 Fire Damage Liability and $5,000 Medical Expense.

II. **AUTOMOBILE LIABILITY**.

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident.

III. **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**.

A Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

B Employer's Liability limits for not less then $100,000 each accident; $500,000 disease policy limit and $100,000 disease each employee must be included.

IV. **PROFESSIONAL LIABILITY or ERRORS AND OMISSIONS LIABILITY (E&O)**.

Professional (E&O) Liability must be afforded for not less than $1,000,000 each claim, $1,000,000 policy aggregate

V. **OTHER INSURANCE PROVISIONS**.

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

B Commercial General Liability and Automobile Liability Coverages

1 The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Professional; products and completed operations of the Professional; or automobiles owned, leased, hired or borrowed by the

Professional.

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

C Workers' Compensation and Employers' Liability Coverages

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

D All Coverages

1 The Professional shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under a claims made form the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.

VI. SUBCONTRACTORS

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

CERTIFICATE HOLDER: **Alachua County Board of County Commissioners**

MAIL or FAX CERTIFICATES TO:

Ebix
212 Kent Street
PO Box 257
Portland, MI 48875
Ph. 517-647-1700
Fax 517-647-7900

September 27, 2011 Regular BoCC Meeting
Agenda Item #67

Title
HDR Engineering, Inc. Agreement for Engineering Services for Miscellaneous Transportaion Itemized Projects (Amended)

Amount
N/A

Description
Request approval of the Continuing Services Agreement with HDR Engineering, Inc. for Engineering Services for Miscellaneous Transportation Itemized Projects

Recommendation
Approve the Continuing Services Agreement with HDR Engineering, Inc. for Engineering Services for Miscellaneous Transportation Itemized Projects

Alternative(s)
Do not approve

Requested By
Richard Hedrick via David Cerlanek, 352-374-5245 ext 1214

Originating Department
Public Works

Attachment(s) Description
Continuing Services Agreement with HDR Engineering, Inc.

Documents Requiring Action
Continuing Services Agreement with HDR Engineering, Inc. (2 originals)

Executive Summary
RFP 11-448 Engineering Services for Miscellaneous Transportation Itemized Projects >$2 Million opened on May 25, 2011. Five vendors responded by the deadline. The Board of County Commissioners approved the ranking for RFP 11-448 on August 9, 2011, which authorized the Public Works Department to negotiate contracts with the top ranking firms which included HDR Engineering, Inc. This agreement includes professional engineering services for new roadway design and/or studies for roadway projects, preparation of engineering documents, and design procedures, repair, resurfacing, and rehabilitation projects, construction engineering inspection services (CEI), as well as associated activities. The County has the option to renew this agreement for two additional two year periods.

Background
RFP 11-448 Engineering Services for Miscellaneous Transportation Itemized Projects >$2 Million opened on May 25, 2011. Five vendors responded by the deadline. The Board of County Commissioners approved the ranking for RFP 11-448 on August 9, 2011, which authorized the Public Works Department to negotiate contracts with the top ranking firms which included HDR Engineering, Inc. This agreement includes professional engineering services for new roadway design and/or studies for roadway projects, preparation of engineering documents, and design procedures, repair, resurfacing, and rehabilitation projects, construction engineering inspection services (CEI), as well as associated activities. The County has the option to renew this

agreement for two additional two year periods.

Issues
Continuing Professional Engineering Services are needed to assist Alachua County with transportation projects, construction engineering and inspection services.

Fiscal Recommendation
If approved, sufficient funds exist in the project budgets.

Fiscal Alternative(s)
N/A

Funding Sources
Gas Tax and Capital Projects Funds

Account Code(s)
149-7910-541.63-XX, 350-7915-541.63-xx, 351-7910-541.63-xx

Attachment: HDR Eng Services itemized Final.pdf

CONTINUING SERVICES AGREEMENT

This Agreement is entered into this 27 day of September, 2011 between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and HDR Engineering, Inc doing business at 4140 NW 37th Place, Suite A, Gainesville, FL 32606, hereinafter referred to as "Professional."

WITNESSETH

Whereas, the County desires to employ the Professional to provide services for **General Engineering Services**; and,

Whereas, the Professional is qualified to provide these services;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto do mutually agree as follows:

1. **Term.** This Agreement is effective on October 1, 2011 and will continue until September 30, 2013 unless earlier terminated as provided herein. This Agreement may be amended at the option of the County for two (2) additional two (2) year terms at the terms and conditions outlined herein.

   The County's performance and obligation to pay under this agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The parties hereto understand that this Agreement is not a commitment of future appropriations.

2. **Representations**. By executing this Agreement, the Professional makes the following express representations to the County:

   2.1. The Professional is professionally qualified to act as the professional for the Project and is licensed to practice Engineering by all public entities having jurisdiction over the Professional and the Project;

   2.2. The Professional shall maintain all necessary licenses, permits or other authorizations necessary to act as a professional for the Project until the Professional's duties hereunder have been fully satisfied;

   2.3. The Professional has become familiar with the Project site and the local conditions under which the Project is to be designed, constructed, and operated;

   2.4. The Professional shall prepare all deliverables required by this Agreement including, but not limited to, all contract plans and specifications, in such a manner that they shall be accurate, coordinated, and adequate for the purposes intended and shall be in conformity and comply with all applicable law, codes and regulations;

   2.5. The Professional represents that the deliverables prepared by the Professional are adequate and sufficient to accomplish the purposes of the project in accordance with the professional standard of care and meet the requirements of all applicable federal, state, and

local codes and regulations.

2.6. The Professional acknowledges that the County's review of the deliverables in no way diminishes the Professionals representations pertaining to the deliverables.

3. **Duties of the Professional.** The Professional shall have and perform the following duties, obligations, and responsibilities to the County as outlined in Attachment "A." For those projects that involve federal funding, the Professional understands and agrees that the terms, conditions and requirements in Exhibit I shall apply. This Agreement standing alone does not authorize the performance of any work or require the County to place any orders for work.

4. **Duties of the County.** The County shall have and perform the following duties, obligations, and responsibilities to the Professional:
   4.1. The County will provide project data currently in the County's possession.
   4.2. The County will provide timely reviews of deliverables to meet schedule requirements.
   4.3. The County will be responsive to questions in a timely manner.
   4.4. The County will process invoices in a timely manner.

5. **Authorization For Services.** Authorization for performance of Professional services by the Professional under this Agreement shall be in the form of written Work Orders (also called a "Task Assignment) issued and executed by the County and signed by the Professional. A sample Work Order is attached hereto as Attachment "B." Each Work Order shall describe the services required, state the dates for commencement and completion of work and establish the amount and method of payment. The Work Orders will be issued under and shall incorporate the terms of this Agreement. The County makes no covenant or promise as to the number of available projects, nor that the Professional will perform any project for the County during the life of this Agreement. The County reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by the County to be in the best interest of the County to do so.

   5.1. The Public Works Director, or is designee, is authorized to initiate and sign Work Orders and amendments and modifications to Work Orders on behalf of the County.

   5.2. Change Orders to existing Work orders will be authorized by a Work Order Change Order (Attachment "B-1").

   5.3. Work may not begin until a properly executed Work order is issued by the County and signed by the Professional

6. **Compensation.** The County agrees to compensate the Professional for the Professional services called for under this Agreement on either a "Fixed Fee" basis or on a "Time Basis Method." If a Work Order is issued under a "Time Basis Method," then Professional shall be compensated in accordance with the rate schedule attached as Attachment "C." If a Work Order is issued for a "Fixed Fee Basis," then the applicable Work Order Fixed Fee amount shall include any and all reimbursable expenses agreed to in advance by the County.

7. **Reimbursable Expenses.** No reimbursable expenses will be paid under this agreement.

8. Payment.

8.1. As a condition precedent for any payment, the Professional shall submit monthly, unless otherwise agreed in writing by the County, an invoice to the County requesting payment for services properly rendered and expenses due. The Professional's invoice shall describe with reasonable particularity each service rendered, the date thereof, *[the time expended, if billed by hour,]* and the person(s) rendering such service. The Professional's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. If payment is requested for services rendered by Professional, the invoice shall additionally reflect the allocations as provided and shall state the percentage of completion as to each such allocation. Each invoice shall bear the signature of the Professional, which signature shall constitute the Professional's representation to the County that the services indicated in the invoice have reached the level stated, have served a public purpose, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of the Professional covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Professional that payment of any portion thereof should be withheld. Submission of the Professional's invoice for final payment shall further constitute the Professional's representation to the County that, upon receipt by the Professional of the amount invoiced, all obligations of the Professional to others, including its consultants, incurred in connection with the Project, will be paid in full. The Professional shall submit invoices to the County at the following address:

Public Works Director
Alachua County Public Works
PO Box 1188
Gainesville, Florida 32602-1188

8.2. In the event that the County becomes credibly informed that any representations of the Professional relating to payment are wholly or partially inaccurate, the County may withhold payment of sums then or in the future otherwise due to the Professional until the inaccuracy, and the cause thereof, is corrected to the County's reasonable satisfaction.

8.3. The County shall make payment to the Professional, of all sums properly invoiced under the provisions of this paragraph, in accordance with the provisions of Chapter 218, Part VII (Local Government Prompt Payment Act), Florida Statutes.

8.4. Payments shall be made to the following address:

HDR Engineering, Inc
PO Box 3480
Omaha, NE 68103-0480

9. Personnel.

9.1. The Professional will assign only qualified personnel to perform any service concerning this Agreement. At the time of execution of this Agreement, the parties anticipate the following parties will perform those functions indicated:

NAME	FUNCTION
Carol Worsham, AICP, RLA	*Project Principal*
Steve Wilson, PE	*Project Manager*
Andy Lauzier, PE	*Quality Control Manager*
Kristina Price, PE	*Deputy Project Manager*

9.2. So long as the individuals named above remain actively employed or able to be retained by the Professional, they shall perform the functions indicated next to their names. The Public Works Director may authorize changes to this list in writing.

10. Notice. Except as otherwise provided in this Agreement, any notice of termination or default from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with a signed proof of delivery. For purposes of notice, Professional's and County representative are:

County:
Public Works Director
Alachua County Public Works
PO Box 1188
Gainesville, FL 32602-1188

Professional:
Steve Wilson, PE
200 West Forsyth Street, Suite 800
Jacksonville, FL 32202

A copy of any notice, request or approval to the County must also be sent to:

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

and

Office of Management and Budget
105 SE 1st Avenue, Suite 6
Gainesville, Florida 32601
Attn: Contracts

11. Default and Termination.

11.1. The failure of the Professional to comply with any provision of this Agreement will place the Professional in default. Prior to terminating the Agreement, the County will notify the Professional in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Professional seven (7) days to cure the

default. The Public Works Director is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time the County Manager is authorized to provide final termination notice on behalf of the County to the Professional.

11.2. The County may also terminate the Agreement without cause by providing written notice to the Professional. The County Manager is authorized to provide written notice of termination on behalf of the County. Upon such notice, Professional will immediately discontinue all services affected (unless the notice directs otherwise); and, deliver to the County all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Professional in performing this Agreement, whether completed or in process. In the event of such termination for convenience, Professional recovery against County shall be limited to that portion of the Agreement amount earned through the date of termination, but Professional shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the work not performed.

11.3. If funds to finance this Agreement become unavailable, the County may terminate the Agreement with no less than twenty-four hours notice in writing to the Professional. The County will be the final authority as to the availability of funds. The County will pay the Professional for all work completed prior to any notice of termination.

12. Contract And Work Order In Conflict. Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, the Agreement shall prevail.

13. Project Records.

13.1. For a period of five (5) years, or fifteen (15) years if related to a capital improvement project, after the completion of all work to be performed, or as required by Chapter 119, Florida Statutes (Public Records Act) and schedules published by the Florida Bureau of Archives and Records Management, or federal requirements, whichever period is greater, the Professional shall keep and make available to the County for inspection and copying, upon written request by the County, all records in Professional's possession relating to this Agreement. Additionally, the Professional shall make said records available, upon written request by the County, to any state, federal, or other regulatory authority, and any such authority may review, inspect and copy said records unless exempted under Chapter 119, Florida Statutes.

13.2. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. § 119.011(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes.

13.3. During the term of this Agreement or license, Professional may claim that some or all of Professional's information, including, but not limited to, software, documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter

collectively referred to as "Confidential Information"), is, or has been treated as, confidential and proprietary by Professional in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Records Act. Professional shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use its best efforts to maintain the confidentiality of the information properly identified by the Professional as "Confidential Information" or "CI".

13.4. The County shall promptly notify the Professional in writing of any request received by the County for disclosure of Professional's Confidential Information and the Professional may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Professional shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Professional shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Professional's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Professional shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. Professional releases County from claims or damages related to disclosure by County.

14. **Ownership of Deliverables.** All project deliverables and documents are the sole property of the County and may be used by the County for any purpose. Any reuse of project deliverables and documents by the County on other projects not contemplated under this Agreement shall be at the County's sole risk, without legal liability to Professional.

15. **Insurance.** The Professional will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in Attachment "D."

16. **Permits.** The Professional will obtain and pay for all necessary permits, permit application fees, licenses or any fees required.

17. **Laws & Regulations**. The Professional will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this Agreement. The Professional is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this Agreement. If the Professional is not familiar with state and local laws, ordinances, code rules and regulations, the Professional remains liable for any violation and all subsequent damages or fines.

18. **Indemnification.**

The Professional agrees to indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the professional and other persons employed or utilized by the design professional in the performance of the contract. Professional agrees that

indemnification of the County shall extend to any and all work performed by the Professional, its subcontractors, employees agents, servants or assigns.

However, Professional's indemnification and defense obligations shall be limited to the percentage of fault apportioned to Professional, including other persons employed or utilized by the design professional, by a court of competent jurisdiction, arbitrator or by mutual agreement of the parties to this Agreement. Professional's indemnification and defense obligation shall cease upon a finding by court of law, arbitrator or by mutual agreement between the parties to this Agreement that Professional, including other persons employed or utilized by the design professional, was not negligent.

This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Professional insurance coverage. This indemnification provision shall survive the termination of the Agreement between the County and the Professional.

In any and all claims against the County or any of its agents or employees by any employee of the Professional, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Professional or any Subcontractor under workmen's compensation acts, disability benefit acts or employee benefit acts.

Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions of §768.28, Florida Statutes.

19. **Standard of Care**. The services of the Professional shall be performed with the skill and care which would be exercised by a qualified professional performing similar services at the time and place such services are performed. If the failure to meet these standards results in deficiencies in the substandard architectural or engineering design, the Professional shall furnish, at his own cost and expense, the redesign necessary to correct such deficiencies, and shall be responsible, at a minimum, for any construction rework, excluding betterment, required to correct such deficiencies.

20. **Assignment of Interest**. The Professional and County recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the County. Therefore, the Professional hereby assigns to the County any and all claims for such overcharges as to goods, materials, or services purchased in connection with the Agreement. However, for all other assignments, neither party will assign, convey, pledge, sublet, transfer or otherwise dispose of any interest in this Agreement and shall not transfer any interest in same without the prior written consent of the other party.

21. **Successors and Assigns.** The County and Professional each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.

22. **Independent Contractor.** In the performance of this Agreement, the Professional is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Professional is solely responsible for the means, method, technique,

sequence, and procedure utilized by the Professional in the full performance of the Agreement.

23. **Collusion**. By signing this Agreement, the Professional declares that this Agreement is made without any previous understanding, Agreement, or connections with any persons, professionals or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.

24. **Conflict of Interest.** The Professional warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The Professional shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

25. **Prohibition Against Contingent Fees.** As required by §287.055(56), Florida's Statutes, the Professional warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Professional to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Professional any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

26. **Third Party Beneficiaries**. This Agreement does not create any relationship with, or any rights in favor of, any third party.

27. **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

28. **Non Waiver**. The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.

29. **Governing Law and Venue**. This Agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

30. **Attachments**. All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.

31. **Amendments**. The parties may amend this Agreement only by mutual written Agreement of the parties.

32. **Captions and Section Headings**. Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

33. **Counterparts.** This agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

34. **Construction**. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is

recognized that both parties have substantially contributed to the preparation of this Agreement.

35. **Entire Contract.** This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

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

ALACHUA COUNTY, FLORIDA

By: _____

Lee Pinkoson, Chair
Board of County Commissioners
Date: _____

ATTEST:

J. K. Irby, Clerk
(SEAL)

APPROVED AS TO FORM

Alachua County Attorney's Office

HDR ENGINEERING, INC:

ATTEST (By Corporate Officer).
By: _____
Print: Carlo Lebroni
Title: Vice President

By: Carol C. Worsham
Print: Carol C. Worsham
Title: Managing Principal
Date: 9/2/2011

ATTACHMENT A: SCOPE OF SERVICES

The services to be provided, herein, for **Engineering Services for Miscellaneous Transportation Itemized Projects >$2 Million** include the below listed projects. The work may include new roadway design and/or studies for roadway projects, preparation of engineering documents, and design procedures, repair, resurfacing, and rehabilitation projects, construction engineering inspection services (CEI), as well as associated activities. Such activities may include new roadway design for arterial and collector roads, signalization, intersection improvements, the design of open and closed drainage systems, utility design, utility relocation plans, maintenance of traffic plans, railroad crossings, FDOT permits, stormwater permits, environmental permits, traffic engineering applications, minor traffic operations improvements, and other appurtenances.

Miscellaneous Transportation Engineering Services for Itemized Projects	
Pavement Management/Resurfacing	**Project Limits**
CR 337	SR 26 to County Line
CR 236	US 441 to I-75
NW 16th Ave/NW 23rd Ave	NW 55th St to NW 13th Street
SW 63rd Blvd/62nd Ave.	Archer Road to Williston Road
CR 235	Newberry Road to CR 241
NW 43rd Street	NW 8th Ave to NW 53rd Ave.
CR 231	SR 121 to SR 235
Bicycle/Pedestrian Projects	**Project Limits**
SE 15th Street	South of Boulware Springs Water Works to SE 14th Ave
SW20th/24th Ave	Tower Road (SW 75th Street) to I-75
SW 8th Ave	SW 122nd Street to 91st Street
NW 98th Street	NW 23rd Ave to NW 39th Ave
Sweetwater Preserve Connector	Waldo Road (SR 121) to Hawthorne Trail
NW 143rd Street (CR 241)	Newberry Road (SR 26) to NW 39th Ave
NW CR 235A	US 441 to NW 177th Ave
Archer Braid	City of Archer to Forest Park
NW 63rd Terrace	NW 18th Ave to NW 19th Place
SW 75th Street	SW 73rd Way to 6200 Block, South of Archer Road
SW 63rd Ave/63rd Blvd	Archer Road to Williston Road
SE 43rd Street	University Ave (SR 26) to Hawthorne Road (SR 20)
Tower Road	Archer Road to SW 8th Ave
SW 122nd Street	SW 24th Street to Newberry Road (SR 26)
SW 91st Street	SW 46th Blvd to SW 8th Ave
NE 27th Ave	SR 222 to SR 26
NW 39th Ave	NW 143rd Street to Interstate 75
SW 41st Place	Tower Road to Greenleaf
Impact Fee Projects	**Project Limits**
SW 61st/SW 24th Ave Intersection Modifications	N/A
SW 91st Street/SW 8th Ave Intersection Modifications	N/A
NW 23rd Ave/Ft Clark Blvd Intersection Modifications	N/A
Capacity Enhancements Projects	**Project Limits**
SW 8th Ave to SW 20th connection	Connect to SW 61st Street
SW 62nd Blvd Interim Projects	NW 4 Place/Oaks Mall Entrance
SW 20th Ave-4 laning bridge over I-75	SW 61st Street to SW 62nd Blvd.
SW 8th Ave Extension	SW 143rd Street to SW 122nd Street

ATTACHMENT B

WORK ORDER/TASK ASSIGNMENT NOTICE TO PROCEED

WORK ORDER NO.: _____

BILLING/INVOICE REFERENCE NO.: _____

PROJECT DESCRIPTION:

County: **Alachua County**, a political subdivision of the State of Florida.

Date Issued: _____

PROFESSIONAL:

PROFESSIONAL'S ADDRESS:

Execution of the Work Order by County shall serve as authorization for the Professional to provide for the above project, professional services as set out in the Scope of Services attached as Exhibit "A," to that certain Agreement of _____ between the County and the Professional and further delineated in the specifications, conditions, and requirements stated in the following listed documents which are attached hereto and made a part hereof.

ATTACHMENTS:

[ ] DRAWINGS/PLANS/SPECIFICATIONS
[ ] SCOPE OF SERVICES
[ ] SPECIAL CONDITIONS
[ ] _____

The Professional shall provide said services pursuant to this Work Order, its attachments and the above-referenced Agreement, which is incorporated herein by reference as if it had been set out in its entirety. Whenever the Work Order conflicts with said Agreement, the Agreement shall prevail.

TIME FOR COMPLETION: The work authorized by this Work Order shall be commenced upon [ ] the date written above or upon issuance of a [ ] Notice to Proceed by County and shall be completed within _____ (____) calendar days.

FEDERAL FUNDING

This project [ ] IS [ ] IS NOT funded by federal dollars. (NOTE: If funded by Federal dollars, the terms, conditions and requirements of Exhibit 1 to the Agreement apply to this Project.)

METHOD OF COMPENSATION:

(a) This Work Order is issued on a:

[ ] fixed fee basis

[ ] time basis method with a not-to-exceed amount

[ ] time basis method with a limitation of funds amount

(b) If the compensation is based on a "Fixed Fee Basis," then the Professional shall perform all work required by this Work Order for the sum of _____ DOLLARS ($_____). In no event shall the Professional be paid more than the Fixed Fee Amount.

(c) If the compensation is based on a "Time Basis Method" with a Not-to-Exceed Amount, then the Professional shall perform all work required by this Work Order for a sum not exceeding _____ DOLLARS ($_____). The Professional's compensation shall be based on the actual work required by this Work Order.

(d) If the compensation is based on a "Time Basis Method" with a Limitation of Funds Amount, then the Professional is not authorized to exceed the Limitation of Funds amount of _____ DOLLARS ($_____) without prior written approval of the County. Such approval, if given by the County, shall indicate a new Limitation of Funds amount. The Professional shall advise the County whenever the Professional has incurred expenses on this Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The County shall compensate the Professional for the actual work performed under this Work Order.

The County shall make payment to the Professional in strict accordance with the payment terms of the above-referenced Agreement.

It is expressly understood by the Professional that this Work Order, until executed by the County, does not authorize the performance of any services by the Professional and that the County, prior to its execution of the Work Order, reserves the right to authorize a party other than the Professional to perform the services called for under this Work Order if it is determined that to do so is in the best interest of the County.

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20_____, for the purposes stated herein.

PROFESSIONAL:

_____
Witness

By: _____
signature

Title: _____
Print Name and Title

ALACHUA COUNTY, FLORIDA

By:_____
Alachua County

Date:_____

ATTACHMENT B-1 WORK ORDER/TASK ASSIGNMENT NOTICE TO PROCEED CHANGE ORDER

AMENDMENT #	
NTP/Project #	
Professional:	
Encumbrance #	
Contract Manager:	
Work Order Name #	

Work Order Description:
Deliverable(s):

Original Work Order Price:	
Total of Prior Approved Changes	
Amount of this Change in Work Order Add or (deduct)	
New Work Order Price with Amendment:	

Original Completion Date	
New Completion Date	

Alachua County: By:_____
Date:_____

Approved as to Form
_____
Alachua County Attorney

Professional: By:_____
Date: _____

ATTACHMENT C: FEE SCHEDULE

Employee Classification	Hourly Billing Rate
Project Principal	$214.36
Project Manager/Sr. Engineer	$181.74
Engineer	$139.09
Designer/EI	$87.76
Sr. Planner	$156.39
Planner	$75.17
CADD Technician	$79.01
Landscape Architect	$112.76
Administrative	$72.06

OH	FCCM	DE	OM
162.70%	0.419%	10.68%	21.00%

Employee Classification	Hourly Billing Rate
CEI Sr. Project Engineer	$160.29
CEI Project Administrator	$98.04
CEI Sr. Inspector	$75.38
CEI Inspector	$57.10
Compliance Specialist	$59.19

OH	FCCM	DE	OM
115.70%	0.102%	19.84%	30.00%

FEDERAL REQUIREMENTS

The following terms apply to those Projects authorized under this Agreement which involve the expenditure federal funds:

A. It is understood and agreed that all rights of the Florida Department of Transportation and the Local Agency relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.

B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding.

C. Compliance with Regulations: The Professional shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

D. Nondiscrimination: The Professional, with regard to the work performed during the contract, will not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Professional will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

E. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Professional, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Professional of the Professional's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

F. Information and Reports: The Professional will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Local Agency, Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Professional is in the exclusive possession of another who fails or refuses to furnish this information, the Professional shall certify to the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the

information.

G. Sanctions for Noncompliance: In the event of the Professional's noncompliance with the nondiscrimination provisions of this contract, the Local Agency, Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,

(1) withholding of payments to the Professional under the contract until the Professional complies and/or

(2) cancellation, termination or suspension of the contract, in whole or in part.

H. Incorporation of Provisions: The Professional will include the provisions of Paragraphs C through H in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, or directives issued pursuant thereto. The Professional will take such action with respect to any subcontract or procurement as the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Professional becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Professional may request the Local Agency and the Florida Department of Transportation to enter into such litigation to protect the interests of the Local Agency and the Florida Department of Transportation, and, in addition, the Professional may request the United States to enter into such litigation to protect the interests of the United States.

I. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.

J. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.

K. Participation by Disadvantaged Business Enterprises: The Professional shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Professional and any subcontractor or contractor.

The Professional, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Professional shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT- assisted contracts. Failure by the Professional to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

L. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.

M. It is understood and agreed that if the Professional at any time learns that the certification it provided the Department in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Professional shall provide immediate written notice to the Department. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Professional in all lower tier covered transactions and in all aforementioned federal regulation.

N. The Department hereby certifies that neither the Professional nor the Professional's representative has been required by the Department, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

(1) employ or retain, or agree to employ or retain, any firm or person, or

(2) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Department further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

O. The Professional hereby certifies that it has not:

(1) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above Professional) to solicit or secure this contract;

(2) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or

(3) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above Professional any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The Professional further acknowledges that this agreement will be furnished to the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

E-VERIFY

Professional shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

1. all persons employed by the Professional during the term of the contract to perform employment duties under the contract; and

2. all persons, including subcontractors, assigned by the Professional to perform work pursuant to the contract with Alachua County.

Written verification of E-Verify utilization shall be provided to the County.

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TYPE "A INSURANCE REQUIREMENTS
"Professional or Consulting Services"

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

I. **COMMERCIAL GENERAL LIABILITY**.

Coverage must be afforded under a per occurrence form policy for limits not less than $1,000,000 General Aggregate, $1,000,0000 Products / Completed Operations Aggregate, $1,000,000 Personal and Advertising Injury Liability, $1,000,000 each Occurrence, $50,000 Fire Damage Liability and $5,000 Medical Expense.

II. **AUTOMOBILE LIABILITY**.

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident.

III. **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**.

A Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

B Employer's Liability limits for not less then $100,000 each accident; $500,000 disease policy limit and $100,000 disease each employee must be included.

IV. **PROFESSIONAL LIABILITY or ERRORS AND OMISSIONS LIABILITY (E&O)**.

Professional (E&O) Liability must be afforded for not less than $1,000,000 each claim, $1,000,000 policy aggregate

V. **OTHER INSURANCE PROVISIONS**.

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

B Commercial General Liability and Automobile Liability Coverages

1 The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of

activities performed by or on behalf of the Professional; products and completed operations of the Professional; or automobiles owned, leased, hired or borrowed by the Professional.

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

C Workers' Compensation and Employers' Liability Coverages

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

D All Coverages

1 The Professional shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under a claims made form the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.

VI. SUBCONTRACTORS

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

CERTIFICATE HOLDER: **Alachua County Board of County Commissioners**

MAIL or FAX CERTIFICATES TO:

Ebix
212 Kent Street
PO Box 257
Portland, MI 48875
Ph. 517-647-1700
Fax 517-647-7900

September 27, 2011 Regular BoCC Meeting
Agenda Item #68

Title
HNTB Corporation for Engineering Services Agreement for Miscellaneous Transportation Itemized Projects (Amended)

Amount
N/A

Description
Request approval of the Continuing Services Agreement with HNTB Corporation. for Engineering Services for Miscellaneous Transportation Itemized Projects

Recommendation
Approve the Continuing Services Agreement with HNTB Corporation for Engineering Services for Miscellaneous Transportation Itemized Projects

Alternative(s)
Do not approve

Requested By
Richard Hedrick via David Cerlanek, 352-374-5245 ext 1214

Originating Department
Public Works

Attachment(s) Description
Continuing Services Agreement with HNTB Corporation

Documents Requiring Action
Continuing Services Agreement with HNTB Corporation (2 originals)

Executive Summary
RFP 11-448 Engineering Services for Miscellaneous Transportation Itemized Projects >$2 Million opened on May 25, 2011. Five vendors responded by the deadline. The Board of County Commissioners approved the ranking for RFP 11-448 on August 9, 2011, which authorized the Public Works Department to negotiate contracts with the top ranking firms which included HNTB Corporation. This agreement includes professional engineering services for new roadway design and/or studies for roadway projects, preparation of engineering documents, and design procedures, repair, resurfacing, and rehabilitation projects, construction engineering inspection services (CEI), as well as associated activities. The County has the option to renew this agreement for two additional two year periods.

Background
RFP 11-448 Engineering Services for Miscellaneous Transportation Itemized Projects >$2 Million opened on May 25, 2011. Five vendors responded by the deadline. The Board of County Commissioners approved the ranking for RFP 11-448 on August 9, 2011, which authorized the Public Works Department to negotiate contracts with the top ranking firms which included HNTB Corporation. This agreement includes professional engineering services for new roadway design and/or studies for roadway projects, preparation of engineering documents, and design procedures, repair, resurfacing, and rehabilitation projects, construction engineering inspection services (CEI), as well as associated activities. The County has the option to renew this

agreement for two additional two year periods.

Issues
Continuing Professional Engineering Services are needed to assist Alachua County with transportation projects, construction engineering and inspection services.

Fiscal Recommendation
If approved, sufficient funds exist in the project budgets.

Fiscal Alternative(s)
N/A

Funding Sources
Gas Tax and Capital Projects Funds

Account Code(s)
149-7910-541.63-XX, 350-7915-541.63-xx, 351-7910-541.63-xx

Attachment: HNTB Eng Srvc Itemized Final.pdf

CONTINUING SERVICES AGREEMENT

This Agreement is entered into this 27 day of September, 2011 between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and HNTB Corporation doing business at 18051 NW 46th Avenue, Alachua, FL 32615, hereinafter referred to as "Professional."

WITNESSETH

Whereas, the County desires to employ the Professional to provide services for **General Engineering Services**; and,

Whereas, the Professional is qualified to provide these services;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto do mutually agree as follows:

1. **Term.** This Agreement is effective on October 1, 2011 and will continue until September 30, 2013 unless earlier terminated as provided herein. This Agreement may be amended at the option of the County for two (2) additional two (2) year terms at the terms and conditions outlined herein.

   The County's performance and obligation to pay under this agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The parties hereto understand that this Agreement is not a commitment of future appropriations.

2. **Representations**. By executing this Agreement, the Professional makes the following express representations to the County:

   2.1. The Professional is professionally qualified to act as the professional for the Project and is licensed to practice Engineering by all public entities having jurisdiction over the Professional and the Project;

   2.2. The Professional shall maintain all necessary licenses, permits or other authorizations necessary to act as a professional for the Project until the Professional's duties hereunder have been fully satisfied;

   2.3. The Professional has become familiar with the Project site and the local conditions under which the Project is to be designed, constructed, and operated;

   2.4. The Professional shall prepare all deliverables required by this Agreement including, but not limited to, all contract plans and specifications, in such a manner that they shall be accurate, coordinated, and adequate for the purposes intended and shall be in conformity and comply with all applicable law, codes and regulations;

   2.5. The Professional represents that the deliverables prepared by the Professional are adequate and sufficient to accomplish the purposes of the project and meet the requirements of all applicable federal, state, and local codes and regulations.

2.6. The Professional acknowledges that the County's review of the deliverables in no way diminishes the Professionals representations pertaining to the deliverables.

3. **Duties of the Professional.** The Professional shall have and perform the following duties, obligations, and responsibilities to the County as outlined in Attachment "A." For those projects that involve federal funding, the Professional understands and agrees that the terms, conditions and requirements in Exhibit I shall apply. This Agreement standing alone does not authorize the performance of any work or require the County to place any orders for work.

4. **Duties of the County.** The County shall have and perform the following duties, obligations, and responsibilities to the Professional:
   4.1. The County will provide project data currently in the County's possession.
   4.2. The County will provide timely reviews of deliverables to meet schedule requirements.
   4.3. The County will be responsive to questions in a timely manner.
   4.4. The County will process invoices in a timely manner.

5. **Authorization For Services.** Authorization for performance of Professional services by the Professional under this Agreement shall be in the form of written Work Orders (also called a "Task Assignment) issued and executed by the County and signed by the Professional. A sample Work Order is attached hereto as Attachment "B." Each Work Order shall describe the services required, state the dates for commencement and completion of work and establish the amount and method of payment. The Work Orders will be issued under and shall incorporate the terms of this Agreement. The County makes no covenant or promise as to the number of available projects, nor that the Professional will perform any project for the County during the life of this Agreement. The County reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by the County to be in the best interest of the County to do so.

   5.1. The Public Works Director, or is designee, is authorized to initiate and sign Work Orders and amendments and modifications to Work Orders on behalf of the County.

   5.2. Change Orders to existing Work orders will be authorized by a Work Order Change Order (Attachment "B-1").

   5.3. Work may not begin until a properly executed Work order is issued by the County and signed by the Professional

6. **Compensation.** The County agrees to compensate the Professional for the Professional services called for under this Agreement on either a "Fixed Fee" basis or on a "Time Basis Method." If a Work Order is issued under a "Time Basis Method," then Professional shall be compensated in accordance with the rate schedule attached as Attachment "C." If a Work Order is issued for a "Fixed Fee Basis," then the applicable Work Order Fixed Fee amount shall include any and all reimbursable expenses agreed to in advance by the County.

7. **Reimbursable Expenses.** No reimbursable expenses will be paid under this agreement.

8. **Payment.**

8.1. As a condition precedent for any payment, the Professional shall submit monthly, unless otherwise agreed in writing by the County, an invoice to the County requesting payment for services properly rendered and expenses due. The Professional's invoice shall describe with reasonable particularity each service rendered, the date thereof, *[the time expended, if billed by hour,]* and the person(s) rendering such service. The Professional's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. If payment is requested for services rendered by Professional, the invoice shall additionally reflect the allocations as provided and shall state the percentage of completion as to each such allocation. Each invoice shall bear the signature of the Professional, which signature shall constitute the Professional's representation to the County that the services indicated in the invoice have reached the level stated, have served a public purpose, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of the Professional covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Professional that payment of any portion thereof should be withheld. Submission of the Professional's invoice for final payment shall further constitute the Professional's representation to the County that, upon receipt by the Professional of the amount invoiced, all obligations of the Professional to others, including its consultants, incurred in connection with the Project, will be paid in full. The Professional shall submit invoices to the County at the following address:

Public Works Director
Alachua County Public Works
PO Box 1188
Gainesville, Florida 32602-1188

8.2. In the event that the County becomes credibly informed that any representations of the Professional relating to payment are wholly or partially inaccurate, the County may withhold payment of sums then or in the future otherwise due to the Professional until the inaccuracy, and the cause thereof, is corrected to the County's reasonable satisfaction.

8.3. The County shall make payment to the Professional, of all sums properly invoiced under the provisions of this paragraph, in accordance with the provisions of Chapter 218, Part VII (Local Government Prompt Payment Act), Florida Statutes.

8.4. Payments shall be made to the following address:

HNTB Corporation
PO Box 801684
Kansas, MO 64180-1684

9. Personnel.

9.1. The Professional will assign only qualified personnel to perform any service concerning this Agreement. At the time of execution of this Agreement, the parties anticipate the following parties will perform those functions indicated:

NAME	FUNCTION
George Gilhooley, PE	*Principal-in-Charge*

Terry Shaw, PE	*Contract Manager*
Luis Diaz, PE	*QA/QC*
Brad Folm, PE	*QA/QC*
Scott Dean, PE	*QA/QC*

9.2. So long as the individuals named above remain actively employed or able to be retained by the Professional, they shall perform the functions indicated next to their names. The Public Works Director may authorize changes to this list in writing.

10. Notice. Except as otherwise provided in this Agreement, any notice of termination or default from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with a signed proof of delivery. For purposes of notice, Professional's and County representative are:

County:
Public Works Director
Alachua County Public Works
PO Box 1188
Gainesville, FL 32602-1188

Professional:
Terry Shaw, PE
7077 Bonneval Road, Suite 600
Jacksonville, FL 32216

A copy of any notice, request or approval to the County must also be sent to:

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

and

Office of Management and Budget
105 SE 1st Avenue, Suite 6
Gainesville, Florida 32601
Attn: Contracts

11. Default and Termination.

11.1. The failure of the Professional to materially comply with any provision of this Agreement will place the Professional in default. Prior to terminating the Agreement, the County will notify the Professional in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Professional seven (7) days to cure the default. The Public Works Director is authorized to provide written notice of

default on behalf of the County, and if the default situation is not corrected within the allotted time the County Manager is authorized to provide final termination notice on behalf of the County to the Professional.

11.2. The County may also terminate the Agreement without cause by providing written notice to the Professional. The County Manager is authorized to provide written notice of termination on behalf of the County. Upon such notice, Professional will immediately discontinue all services affected (unless the notice directs otherwise); and, deliver to the County all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Professional in performing this Agreement, whether completed or in process. In the event of such termination for convenience, Professional recovery against County shall be limited to that portion of the Agreement amount earned through the date of termination, but Professional shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the work not performed.

11.3. If funds to finance this Agreement become unavailable, the County may terminate the Agreement with no less than twenty-four hours notice in writing to the Professional. The County will be the final authority as to the availability of funds. The County will pay the Professional for all work completed prior to any notice of termination.

12. **Contract And Work Order In Conflict.** Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, the Agreement shall prevail.

13. **Project Records.**

13.1. For a period of five (5) years, or fifteen (15) years if related to a capital improvement project, after the completion of all work to be performed, or as required by Chapter 119, Florida Statutes (Public Records Act) and schedules published by the Florida Bureau of Archives and Records Management, or federal requirements, whichever period is greater, the Professional shall keep and make available to the County for inspection and copying, upon written request by the County, all records in Professional's possession relating to this Agreement. Additionally, the Professional shall make said records available, upon written request by the County, to any state, federal, or other regulatory authority, and any such authority may review, inspect and copy said records unless exempted under Chapter 119, Florida Statutes.

13.2. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. § 119.011(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes.

13.3. During the term of this Agreement or license, Professional may claim that some or all of Professional's information, including, but not limited to, software, documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as, confidential

and proprietary by Professional in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Records Act. Professional shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use its best efforts to maintain the confidentiality of the information properly identified by the Professional as "Confidential Information" or "CI".

13.4. The County shall promptly notify the Professional in writing of any request received by the County for disclosure of Professional's Confidential Information and the Professional may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Professional shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Professional shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Professional's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Professional shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. Professional releases County from claims or damages related to disclosure by County.

14. **Ownership of Deliverables.** All project deliverables and documents are the sole property of the County and may be used by the County for the specific purpose intended. The County understands that all documents, including, but not limited to, plans drawings, and specifications prepared by the Professional as deliverables pursuant to the scope of services are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by the County or other on modifications or extensions of the Project or on any other project. Any use except for the specific purpose intended by this Agreement will be at the user's sole risk and without liability or legal exposure to the Professional. Notwithstanding anything to the contrary contained herein, any tools, systems or information used by the Professional to provide the services hereunder, including computer software (object code and source code), know-how, methodologies, equipment or processes and the intellectual property inherent therein an appurtenant thereto, shall remain the sole and exclusive property of Professional or its suppliers.

15. **Insurance.** The Professional will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in Attachment "D."

16. **Permits.** The Professional will obtain and pay for all necessary permits, permit application fees, licenses or any fees required.

17. **Laws & Regulations**. The Professional will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this Agreement. The Professional is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this Agreement. If the Professional is not familiar with state and local laws, ordinances, code rules and regulations, the Professional remains liable for any violation and all subsequent damages or fines.

18. **Indemnification.**

The professional agrees to indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the professional and other persons employed or utilized by the design professional in the performance of the contract. Professional agrees that indemnification of the County shall extend to any and all work performed by the Professional, its subcontractors, employees, agents, servants or assigns.

Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions of §768.28, Florida Statutes.

19. **Standard of Care**. The services of the Professional shall be performed with the skill, diligence and care which would be exercised by a qualified member of the same profession performing similar services at the time and place such services are performed. If the failure of Professional to meet these standards results in substandard architectural or engineering design, the Professional shall furnish, at his own cost and expense, the redesign necessary to correct such deficiencies.

20. **Assignment of Interest**. The Professional and County recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the County. Therefore, the Professional hereby assigns to the County, to the extent the County has paid for same in full, any and all claims for such overcharges as to goods, materials, or services purchased in connection with the Agreement. However, for all other assignments, neither party will assign, convey, pledge, sublet, transfer or otherwise dispose of any interest in this Agreement and shall not transfer any interest in same without the prior written consent of the other party.

21. **Successors and Assigns.** The County and Professional each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.

22. **Independent Contractor.** In the performance of this Agreement, the Professional is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Professional is solely responsible for the means, method, technique, sequence, and procedure utilized by the Professional in the full performance of the Agreement.

23. **Collusion**. By signing this Agreement, the Professional declares that this Agreement is made without any previous understanding, Agreement, or connections with any persons, professionals or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.

24. **Conflict of Interest.** The Professional warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The Professional shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

25. **Prohibition Against Contingent Fees.** As required by §287.055(56), Florida's Statutes, the

Professional warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Professional to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Professional any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

26. **Third Party Beneficiaries**. This Agreement does not create any relationship with, or any rights in favor of, any third party.

27. **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

28. **Non Waiver**. The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.

29. **Governing Law and Venue**. This Agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

30. **Attachments**. All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.

31. **Amendments**. The parties may amend this Agreement only by mutual written Agreement of the parties.

32. **Captions and Section Headings**. Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

33. **Counterparts.** This agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

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

35. **Entire Contract.** This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed for the use 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

HNTB CORPORATION

ATTEST (By Corporate Officer).
By: _____
Print: George Gilhooley
Title: Vice President

By: _____
Print: James P. Anglin, P.E.
Title: Senior Vice President

Date: 9/6/2011

ATTACHMENT A: SCOPE OF SERVICES

The services to be provided, herein, for **Engineering Services for Miscellaneous Transportation Itemized Projects >$2 Million** include the below listed projects. The work may include new roadway design and/or studies for roadway projects, preparation of engineering documents, and design procedures, repair, resurfacing, and rehabilitation projects, construction engineering inspection services (CEI), as well as associated activities. Such activities may include new roadway design for arterial and collector roads, signalization, intersection improvements, the design of open and closed drainage systems, utility design, utility relocation plans, maintenance of traffic plans, railroad crossings, FDOT permits, stormwater permits, environmental permits, traffic engineering applications, minor traffic operations improvements, and other appurtenances.

Miscellaneous Transportation Engineering Services for Itemized Projects	
Pavement Management/Resurfacing	**Project Limits**
CR 337	SR 26 to County Line
CR 236	US 441 to I-75
NW 16th Ave/NW 23rd Ave	NW 55th St to NW 13th Street
SW 63rd Blvd/62nd Ave.	Archer Road to Williston Road
CR 235	Newberry Road to CR 241
NW 43rd Street	NW 8th Ave to NW 53rd Ave.
CR 231	SR 121 to SR 235
Bicycle/Pedestrian Projects	**Project Limits**
SE 15th Street	South of Boulware Springs Water Works to SE 14th Ave
SW20th/24th Ave	Tower Road (SW 75th Street) to I-75
SW 8th Ave	SW 122nd Street to 91st Street
NW 98th Street	NW 23rd Ave to NW 39th Ave
Sweetwater Preserve Connector	Waldo Road (SR 121) to Hawthorne Trail
NW 143rd Street (CR 241)	Newberry Road (SR 26) to NW 39th Ave
NW CR 235A	US 441 to NW 177th Ave
Archer Braid	City of Archer to Forest Park
NW 63rd Terrace	NW 18th Ave to NW 19th Place
SW 75th Street	SW 73rd Way to 6200 Block, South of Archer Road
SW 63rd Ave/63rd Blvd	Archer Road to Williston Road
SE 43rd Street	University Ave (SR 26) to Hawthorne Road (SR 20)
Tower Road	Archer Road to SW 8th Ave
SW 122nd Street	SW 24th Street to Newberry Road (SR 26)
SW 91st Street	SW 46th Blvd to SW 8th Ave
NE 27th Ave	SR 222 to SR 26
NW 39th Ave	NW 143rd Street to Interstate 75
SW 41st Place	Tower Road to Greenleaf
Impact Fee Projects	**Project Limits**
SW 61st/SW 24th Ave Intersection Modifications	N/A
SW 91st Street/SW 8th Ave Intersection Modifications	N/A
NW 23rd Ave/Ft Clark Blvd Intersection Modifications	N/A
Capacity Enhancements Projects	**Project Limits**
SW 8th Ave to SW 20th connection	Connect to SW 61st Street
SW 62nd Blvd Interim Projects	NW 4 Place/Oaks Mall Entrance
SW 20th Ave-4 laning bridge over I-75	SW 61st Street to SW 62nd Blvd.
SW 8th Ave Extension	SW 143rd Street to SW 122nd Street

ATTACHMENT B

WORK ORDER/TASK ASSIGNMENT NOTICE TO PROCEED

WORK ORDER NO.: _____

BILLING/INVOICE REFERENCE NO.: _____

PROJECT DESCRIPTION:

County: **Alachua County**, a political subdivision of the State of Florida.

Date Issued: _____

PROFESSIONAL:

PROFESSIONAL'S ADDRESS:

Execution of the Work Order by County shall serve as authorization for the Professional to provide for the above project, professional services as set out in the Scope of Services attached as Exhibit "A," to that certain Agreement of _____ between the County and the Professional and further delineated in the specifications, conditions, and requirements stated in the following listed documents which are attached hereto and made a part hereof.

ATTACHMENTS:

[ ] DRAWINGS/PLANS/SPECIFICATIONS
[ ] SCOPE OF SERVICES
[ ] SPECIAL CONDITIONS
[ ] _____

The Professional shall provide said services pursuant to this Work Order, its attachments and the above-referenced Agreement, which is incorporated herein by reference as if it had been set out in its entirety. Whenever the Work Order conflicts with said Agreement, the Agreement shall prevail.

FEDERAL FUNDING

This project [ ] IS [ ] IS NOT funded by federal dollars. (NOTE: If funded by Federal dollars, the terms, conditions and requirements of Exhibit 1 to the Agreement apply to this Project.

TIME FOR COMPLETION: The work authorized by this Work Order shall be commenced upon [ ] the date written above or upon issuance of a [ ] Notice to Proceed by County and shall be completed within _____ (____) calendar days.

METHOD OF COMPENSATION:

(a) This Work Order is issued on a:

[ ] fixed fee basis

[ ] time basis method with a not-to-exceed amount

[ ] time basis method with a limitation of funds amount

(b) If the compensation is based on a "Fixed Fee Basis," then the Professional shall perform all work required by this Work Order for the sum of _____ DOLLARS ($_____). In no event shall the Professional be paid more than the Fixed Fee Amount.

(c) If the compensation is based on a "Time Basis Method" with a Not-to-Exceed Amount, then the Professional shall perform all work required by this Work Order for a sum not exceeding _____ DOLLARS ($_____). The Professional's compensation shall be based on the actual work required by this Work Order.

(d) If the compensation is based on a "Time Basis Method" with a Limitation of Funds Amount, then the Professional is not authorized to exceed the Limitation of Funds amount of _____ DOLLARS ($_____) without prior written approval of the County. Such approval, if given by the County, shall indicate a new Limitation of Funds amount. The Professional shall advise the County whenever the Professional has incurred expenses on this Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The County shall compensate the Professional for the actual work performed under this Work Order.

The County shall make payment to the Professional in strict accordance with the payment terms of the above-referenced Agreement.

It is expressly understood by the Professional that this Work Order, until executed by the County, does not authorize the performance of any services by the Professional and that the County, prior to its execution of the Work Order, reserves the right to authorize a party other than the Professional to perform the services called for under this Work Order if it is determined that to do so is in the best interest of the County.

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20_____, for the purposes stated herein.

PROFESSIONAL:

_____
Witness

By: _____
signature

Title: _____
Print Name and Title

ALACHUA COUNTY, FLORIDA

By:_____
Alachua County

Date:_____

ATTACHMENT B-1 WORK ORDER/TASK ASSIGNMENT NOTICE TO PROCEED CHANGE ORDER

AMENDMENT #	
NTP/Project #	
Professional:	
Encumbrance #	
Contract Manager:	
Work Order Name #	

Work Order Description:
Deliverable(s):

Original Work Order Price:	
Total of Prior Approved Changes	
Amount of this Change in Work Order Add or (deduct)	
New Work Order Price with Amendment:	

Original Completion Date	
New Completion Date	

Alachua County: By:_____
Date:_____

Approved as to Form

_____
Alachua County Attorney

Professional: By:_____
Date: _____

ATTACHMENT C: FEE SCHEDULE

Employee Classification	Hourly Billing Rate
Principal/QA/QC	$257.56
Project Director/Program Manager	$215.66
Project Manager/Task Work Order Manager.	$158.99
Professional Engineer	$112.71
Resident Engineer	$122.61
Engineer II	$96.06
Engineer I	$74.01
Designer	$94.15
Contract Administrator	$82.22
Clerical	$61.42
Sr. Inspector	$80.76
Inspector	$61.19

OH	FCCM	DE	OM
144.74%	0.155%	9.31%	27.00%

EXHIBIT 1

FEDERAL REQUIREMENTS

The following terms apply to those Projects authorized under this Agreement which involve the expenditure federal funds:

A. It is understood and agreed that all rights of the Florida Department of Transportation and the Local Agency relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.

B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding.

C. Compliance with Regulations: The Professional shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

D. Nondiscrimination: The Professional, with regard to the work performed during the contract, will not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Professional will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

E. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Professional, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Professional of the Professional's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

F. Information and Reports: The Professional will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Local Agency, Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Professional is in the exclusive possession of another who fails or refuses to furnish this information, the Professional shall certify to the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

G. Sanctions for Noncompliance: In the event of the Professional's noncompliance with the nondiscrimination provisions of this contract, the Local Agency, Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,

(1) withholding of payments to the Professional under the contract until the Professional complies and/or

(2) cancellation, termination or suspension of the contract, in whole or in part.

H. Incorporation of Provisions: The Professional will include the provisions of Paragraphs C through H in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, or directives issued pursuant thereto. The Professional will take such action with respect to any subcontract or procurement as the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Professional becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Professional may request the Local Agency and the Florida Department of Transportation to enter into such litigation to protect the interests of the Local Agency and the Florida Department of Transportation, and, in addition, the Professional may request the United States to enter into such litigation to protect the interests of the United States.

I. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.

J. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.

K. Participation by Disadvantaged Business Enterprises: The Professional shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Professional and any subcontractor or contractor.

The Professional, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Professional shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT- assisted contracts. Failure by the Professional to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

L. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.

M. It is understood and agreed that if the Professional at any time learns that the certification it provided the Department in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Professional shall provide immediate written notice to the Department. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Professional in all lower tier covered transactions and in all aforementioned federal regulation.

N. The Department hereby certifies that neither the Professional nor the Professional's representative has been required by the Department, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

(1) employ or retain, or agree to employ or retain, any firm or person, or

(2) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Department further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

O. The Professional hereby certifies that it has not:

(1) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above Professional) to solicit or secure this contract;

(2) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or

(3) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above Professional any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The Professional further acknowledges that this agreement will be furnished to the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

E-VERIFY

Professional shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

1. all persons employed by the Professional during the term of the contract to perform employment duties under the contract; and

2. all persons, including subcontractors, assigned by the Professional to perform work pursuant to the contract with Alachua County.

Written verification of E-Verify utilization shall be provided to the County.

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TYPE "A INSURANCE REQUIREMENTS
"Professional or Consulting Services"

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

I. **COMMERCIAL GENERAL LIABILITY**.

Coverage must be afforded under a per occurrence form policy for limits not less than $1,000,000 General Aggregate, $1,000,0000 Products / Completed Operations Aggregate, $1,000,000 Personal and Advertising Injury Liability, $1,000,000 each Occurrence, $50,000 Fire Damage Liability and $5,000 Medical Expense.

II. **AUTOMOBILE LIABILITY**.

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident.

III. **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**.

A Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

B Employer's Liability limits for not less then $100,000 each accident; $500,000 disease policy limit and $100,000 disease each employee must be included.

IV. **PROFESSIONAL LIABILITY or ERRORS AND OMISSIONS LIABILITY (E&O)**.

Professional (E&O) Liability must be afforded for not less than $1,000,000 each claim, $1,000,000 policy aggregate

V. **OTHER INSURANCE PROVISIONS**.

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

B Commercial General Liability and Automobile Liability Coverages

1 The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of

activities performed by or on behalf of the Professional; products and completed operations of the Professional; or automobiles owned, leased, hired or borrowed by the Professional.

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

C Workers' Compensation and Employers' Liability Coverages

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

D All Coverages

1 The Professional shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under a claims made form the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.

VI. SUBCONTRACTORS

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

CERTIFICATE HOLDER: **Alachua County Board of County Commissioners**

MAIL or FAX CERTIFICATES TO:

Ebix
212 Kent Street
PO Box 257
Portland, MI 48875
Ph. 517-647-1700
Fax 517-647-7900

September 27, 2011 Regular BoCC Meeting
Agenda Item #69

Title
Approval of Annual Pavement Marking Services Contract with Campolong Enterprises, Inc. (Amended)

Amount
$100,000.00

Description
Request Approval of Annual Pavement Marking Services Contract with Campolong Enterprises, Inc.

Recommendation
Approve the Contractual Services Agreement with Campolong Enterprises, Inc. to provide Annual Pavement Marking Services

Alternative(s)
Do not approve and provide staff with direction

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

Originating Department
Public Works

Attachment(s) Description
Contractual Services Agreement

Documents Requiring Action
Contractual Services Agreement

Executive Summary
Bid # 12-6, Annual Pavement Marking Services was opened on April 13, 2011. Roadscape of North Florida and Campolong Enterprises, Inc. were the lowest responsible and responsive bidder. The Board of County Commissioners approved the Finance Report on July 12, 2011, which recommended awarding a contract to Roadscape of North Florida and Campolong Enterprises, Inc. The contractor has executed the attached contract.

Background
Bid # 12-6, Annual Pavement Marking Services was opened on April 13, 2011. Roadscape of North Florida and Campolong Enterprises, Inc. were the lowest responsible and responsive bidder. The Board of County Commissioners approved the Finance Report on July 12, 2011, which recommended awarding a contract to Roadscape of North Florida and Campolong Enterprises, Inc. The contractor has executed the attached contract.

Issues
The Department utilizes this contract to perform annual pavement marking maintenance on County maintained roads.

Fiscal Recommendation
Sufficient funds exist in the FY12 budget

Fiscal Alternative(s)
N/A

Funding Sources
Gas Tax Uses Fund

Account Code(s)
149-7910-541.46-51

Attachment: Campalong Pvmt Mark Final.pdf

AGREEMENT FOR CONTRACTUAL SERVICES

This Agreement is entered into this 27 day of September, 2011 between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and Campolong Enterprises, Inc., dba DH Striping Company, doing business at 750 Clark Street, Oviedo, FL 32765, hereinafter referred to as "Contractor".

WITNESSETH

Whereas, the County desires to employ the Contractor to provide Annual Pavement Marking Services

Whereas, the Contractor is qualified to provide these services

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto do mutually agree as follows:

1. **Term**. This agreement is effective for the period beginning on October 1, 2011, and continuing through September 30, 2012 unless earlier terminated as provided herein. The County has the option of renewing this Agreement for one (1) additional two (3) year period at the same terms and conditions outlined herein.

   The County's performance and obligation to pay under this agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The parties hereto understand that this Agreement is not a commitment of future appropriations.

2. **Duties of the Contractor**. The Contractor shall have and perform the following duties, obligations, and responsibilities to the County as provided in Attachment "A"

3. **Representations and Warranties.** By executing this Agreement, the Contractor makes the following express representations and warranties:

   3.1. The Contractor is a professional qualified to perform the services described.

   3.2. The Contractor warrants all the work performed by the Contractor is adequate and sufficient to meet the requirements and accomplish the purposes of the agreement.

   3.3. The Contractor acknowledges that the County's review of the work performed in no way diminishes the Contractor's warranty pertaining to the work performed.

4. **Method of Payment**. For all services actually, timely and faithfully performed, the Contractor will be paid as follows:

   4.1. The Contractor shall be paid subject to additions and deductions as provided in

Attachment A.

4.2. As a condition precedent for any payment, the Contractor shall submit monthly, an invoice to the County requesting payment for services properly rendered and expenses due. The Contractor's invoice shall describe with reasonable particularity each service rendered, the date thereof, the time expended if such services were rendered pursuant to an fee and the person(s) rendering such service. The Contractor's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. Each invoice shall constitute the Contractor's representation to the County that the services indicated in the invoice have reached the level stated, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Contract, that all services provided have served a public purpose, that all obligations of the Contractor covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Contractor that payment of any portion thereof should be withheld. Submission of the Contractor's invoice for final payment shall further constitute the Contractor's representation to the County that, upon receipt by the County of the amount invoiced, all obligations of the Contractor to others, including its consultants, incurred in connection with the Project, will be paid in full. The Contractor shall submit invoices to the County at the following address:

Alachua County Public Work
ATTN: Wm David Cerlanek
Post Office Box 1188
Gainesville, FL 32602-1188

4.3. Payments for all sums properly invoiced shall be made in accordance with the provisions of Chapter 218, Part VII Florida Statutes ("Local Government Prompt Payment Act") to:

Campolong Enterprises, Inc., dba DH Striping Company
750 Clark Street
Oviedo, FL 32765

4.4 No Additional reimbursable expenses will be paid under this Agreement.

5. **Duties of the County**. The County shall have and perform the following duties, obligations, and responsibilities to the Contractor:

5.1. Provide a written request for services and a written Notice to Proceed.

5.2. Provide payment as provide herein to the Contractor for all services actually, timely and faithfully performed.

6. **Personnel**.

6.1. The Contractor will assign only qualified personnel to perform any service concerning this Agreement. At the time of execution of this Agreement, the parties anticipate the following parties will perform those functions indicated:

NAME	**FUNCTION**
Joseph J. Campolong	*President/Responsible Agent*
Kyle Hartlief	*Alternate Responsible Agent*

6.2. So long as the individuals named above remain actively employed or able to be retained by the Professional, they shall perform the functions indicated next to their names. The president may authorize changes to this list in writing.

7. **Notice**. Except as otherwise provided in this Agreement any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. For purposes of all notices, Contractor's and County representative are:

County:

Public Works Director
Alachua County Public Works Department
PO Box 1188
Gainesville, FL, 32602-1188

Professional:

Campolong Enterprises, Inc., dba DH Striping Company
750 Clark Street
Oviedo FL, 32765

A copy of any notice, request or approval to the County must also be sent to:

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

and

Office of Management and Budget
Attn: Contracts/Grants
105 SE 1st Avenue, Suite 6
Gainesville, Florida 32601

8. Default and Termination.

8.1. The failure of the Contractor to comply with any provision of this Contract will place the Contractor in default. Prior to terminating the Contract, the County will notify the Contractor in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Contractor seven (7) days to cure the default. The County Engineer is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time the Public Works Director is authorized to provide final termination notice on behalf of the County to the Contractor.

8.2. The County may also terminate the Contract without cause by providing written notice to the Contractor. The County Manager is authorized to provide written notice of termination on behalf of the County. Upon such notice, Contractor will immediately discontinue all services affected (unless the notice directs otherwise); and, deliver to the County all data, drawings, specifications, reports, estimate, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract amount earned through the date of termination, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the work not performed.

8.3. If funds to finance this Contract become unavailable, the County may terminate the Contract with no less than twenty-four hours notice in writing to the Contractor. The County will be the final authority as to the availability of funds. The County will pay the Contractor for all work completed prior to any notice of termination.

9. Project Records.

9.1. For a period of five (5) years, or fifteen (15) years if related to a capital improvement project, after the completion of all work to be performed, or as required by Chapter 119, Florida Statutes (Public Records Act) and schedules published by the Florida Bureau of Archives and Records Management, or federal requirements, whichever period is greater, the Contractor shall keep and make available to the County for inspection and copying, upon written request by the County, all records in Contractor's possession relating to the Agreement. Additionally, the Contractor shall make said records available, upon written request by the County, to any state, federal, or other regulatory authority, and any such authority may review, inspect and copy said records unless exempted under Chapter 119, Florida Statutes.

9.2. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes.

9.3. During the term of this Agreement or license, Contractor may claim that some or all of Contractor's information, including, but not limited to, software, documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as, confidential and proprietary by Contractor in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Records Act. Contractor shall clearly identify and mark Confidential Information

as "Confidential Information" or "CI" and the County shall use its best efforts to maintain the confidentiality of the information properly identified by the Contractor as "Confidential Information" or "CI".

9.4. The County shall promptly notify the Contractor in writing of any request received by the County for disclosure of Contractor's Confidential Information and the Contractor may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Contractor shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Contractor shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Contractor's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Contractor shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. Contractor releases County from claims or damages related to disclosure by County.

10. **Insurance**. The Contractor will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in Attachment "B"

11. **Permits**. The Contractor will obtain and pay for all necessary permits, permit application fees, licenses or any fees required.

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

13. **Indemnification**.

13.1. The Contractor agrees to protect, defend, indemnify, and hold the County and director and their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to personal injury, death, damage to property (including destruction) defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. The

contractor further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent. Contractor agrees that indemnification of the County shall extend to any and all work performed by the Contractor, its subcontractors, employees agents, servants or assigns. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor's insurance coverage. This indemnification provision shall survive the termination of the Contract between the County and the Contractor.

13.2. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions of §768.28, Florida Statutes.

14. **Assignment of Interest**. The Professional and County recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the County. Therefore, the Professional hereby assigns to the County any and all claims for such overcharges as to goods, material or services purchased in connection with the Agreement. However, for all other assignments, neither party will assign, convey, pledge, sublet, transfer or otherwise dispose any interest in this Agreement and shall not transfer any interest in same without prior written consent of the other party.

15. **Successors and Assigns**. The County and Contractor each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement

16. **Independent Contractor**. In the performance of this Agreement, the Contractor is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Contractor is solely responsible for the means, method, technique, sequence, and procedure utilized by the Contractor in the full performance of the agreement.

17. **Collusion**. By signing this Agreement, the Contractor 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.

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

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

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

21. **Non Waiver.** The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.

22. **Governing Law and Venue**. This agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

23. **Attachments**. All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.

24. **Amendments**. The parties may amend this Agreement only by mutual written agreement of the parties.

25. **Captions and Section Headings**. Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

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

27. **Counterparts**:. This agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument

28. **Entire Agreement**. This agreement constitutes the entire agreement and supercedes all prior written or oral agreements, understandings, or representations.

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

ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair
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: HEATHER HOLDEN
Title: OFFICE MANAGER

PROFESSIONAL

By: _____
Print: Joseph J. Campolong
Title: President

ATTACHMENT A: SCOPE OF SERVICES

REVISED 4.6.2011 – BID FORM **EXHIBIT A**

BID NUMBER: 12-6; Annual Pavement Marking Services

BID OPENING DATE: 2:00 pm, Wednesday, April 13, 2011

PLACE OF BID OPENING: Alachua County Purchasing Division, Third Floor
County Administration Building
12 SE 1st Street
Gainesville, Florida, 32601-6983

TO: The County Commissioners, County of Alachua:

The undersigned, as Contractor, hereby declares that he has carefully read and examined the specifications and with full knowledge of all conditions under which the equipment and services herein contemplated must be furnished, hereby proposes and agrees to furnish the equipment and services according to the requirements as set out in the specifications for said equipment and service:

ITEM #1 - Painted Striping (White or Yellow):

Per Linear Foot

Quarterly Gross Miles	4 Inch Solid (Net)	4 Inch 10'-30' Skip (Gross)	6 Inch Solid (Net)	6 Inch 10'-30' Skip (Gross)
0-5	.15	.13	.18	.16
5-10	.14	.13	.18	.16
10-20	.13	.11	.175	.16
20-50	.13	.11	.17	.16
50-100	.11	.11	.17	.16
Over 100	.10	.11	.17	.16

Per Linear Foot

8 Inch Solid (Net)	8 Inch Skip (Gross)	12 Inch Solid (Net)	18 Inch Solid (Net)	24 Inch Solid (Net)
.50	.45	1.45	1.65	2.25

Per Square Foot

Miscellaneous (Bullnose, curb)	Yield Line Markings	Speed Hump/Table Markings
2.50	2.50	2.50

Per Linear Foot (Gross)

4 Inch 6'-10' Skip	6 Inch 6'-10' Skip
.20	.30

Minimum Cost for Painted Striping:

Cost will be determined per above unit bid items, with a minimum cost of Minimum Cost Per Day	$ 1500

REVISED 4.6.2011 – BID FORM
(Continued)

BID NUMBER: 12-6; Annual Pavement Marking Services

ITEM #2 - Thermoplastic Striping (White or Yellow):

Per Mile

Quarterly Gross Miles	4 Inch Solid (Net)	4 Inch 10'-30' Skip (Gross)	6 Inch Solid (Net)	6 Inch 10'-30' Skip (Gross)
0-2	3960	3696	4752	4488
2-5	3960	3696	4752	4488
5-10	3696	3696	4488	4488

Per Linear Foot

8 Inch Solid (Net)	8 Inch Skip (Gross)	12 Inch Solid (Net)	18 Inch Solid (Net)	24 Inch Solid (Net)
1.30	1.10	2.50	3.00	4.25

Per Square Foot

Miscellaneous (Bullnose, curb)	Yield Line Markings	Speed Hump/Table Markings
5.00	4.00	4.25

Per Linear Foot (Gross)

4 Inch 6'-10' Skip	6 Inch 6'-10' Skip
.75	1.05

Per Set (Total of 4 Lines)

4 Inch Rumble Strips
200

Audible and Vibratory Striping, Per Linear Foot:

Quarterly Gross Miles	4 Inch Solid (Net)	4 Inch 10'-30' Skip (Gross)	6 Inch Solid (Net)	6 Inch 10'-30' Skip (Gross)
0-2	1.10	1.10	1.25	1.10
2-5	1.10	1.10	1.20	1.10
5-10	1.10	1.10	1.15	1.10

REVISED 4.6.2011 – BID FORM
(Continued)

BID NUMBER: 12-6; Annual Pavement Marking Services

ITEM #3 - Reflective Pavement Markers (RPM's)

Amount Installed	Unit Cost Furnished and Installed
1-100	4.50
100-500	4.25
500-1000	4.00
Over 1000	3.90
Per Each Furnished, ONLY	2.00
Labor Rate, Per Hour, Removal of Existing RPM's	160.00 Per hour

ITEM #4 - Messages & Symbols

Symbols	Thermoplastic	Paint
Left	120	60
Right	120	60
Stop	110	60
Only (8')	150	60
Lane (8')	110	60
Turn	110	60
Merge	150	65
Bus	100	55
School	200	100
Bike	130	50
Lane (4')	100	50
Only (4')	100	50
Railroad	250	100
Thru Arrow	75	40
Left or Right Arrow	75	40
Left or Right and Thru Arrow	130	60 LC
Bike Lane Arrow	70	40 LC
Bike Symbol	140	40
Handicapped (3')	75	45
Handicapped (5')	95	45
Blue Solid Line (per foot -6")	2.00	.80

REVISED 4.6.2011 – BID FORM
(Continued)

BID NUMBER: 12-6; Annual Pavement Marking Services

ITEM #5 - Pavement Marking Removal

LS

Mobilization cost	$ 1,000.00

Per Square Foot

Item Removed	Water Blasting	Grinding
Painted Symbols and Messages	1.25	.50
Painted Stripe	1.60	.50
Thermoplastic Symbols and Messages	1.75	1.50
Thermoplastic Stripe	1.50	1.00

ITEM #6 - Miscellaneous Items

Temporary Tape		
Foil Back	Furnished & Installed (per LF):	1.10
	Furnished (per roll):	100
Removable	Furnished & Installed (per LF):	3.00
	Furnished (per roll):	400.00
Off-Duty Law Enforcement Officer (Per Hour at the County's Direction)		$ 60.00
Standby and Lay-Out Time (Crew Per Hour)		
	Standby:	100.00
	Lay-Out:	150.00

Acknowledge Receipt of Addendum(s) *(if applicable circle)*: #1 (Yes) No #2 (Yes) No #3 Yes No

Bidder: Joseph J. Campolong Company: Campolong Enterprises, Inc DBA OH Striping Company

Address: 750 Clark Street
Oviedo, FL 32765

Authorized Signature: _____ Title: President

Clearly Print Signature: Joseph J Campolong Title: President

PHONE: 407-359-1172 FAX: 407-359-1819 DATE: 4/18/2011

Email Address: OHStriping@Comcast.Net

ATTACHMENT B: INSURANCE REQUIREMENTS

TYPE "A" INSURANCE REQUIREMENTS
"CONSTRUCTION / SERVICE CONTACTS"

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

I. **COMMERCIAL GENERAL LIABILITY**.

Coverage must be afforded under a per occurrence form policy for limits not less than $1,000,000 General Aggregate, $1,000,0000 Products / Completed Operations Aggregate, $1,000,000 Personal and Advertising Injury Liability, $1,000,000 each Occurrence, $50,000 Fire Damage Liability and $5,000 Medical Expense.

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Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident.

III. **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**.

A Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

B Employer's Liability limits for not less then $100,000 each accident; $500,000 disease policy limit and $100,000 disease each employee must be included.

IV. **BUILDER'S RISK / INSTALLATION FLOATERS**.

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

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

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

V. **OTHER INSURANCE PROVISIONS**.

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

A Commercial General Liability and Automobile Liability Coverages

1 The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.

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

contributory.

B Workers' Compensation and Employers' Liability Coverages

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

C All Coverages

1 The Contractor shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under a claims made form the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.

VI. **SUBCONTRACTORS**.

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

CERTIFICATE HOLDER: **Alachua County Board of County Commissioners**

MAIL or FAX CERTIFICATES TO:

Ebix
212 Kent Street
PO Box 257
Portland, MI 48875
Ph. 517-647-1700
Fax 517-647-7900

September 27, 2011 Regular BoCC Meeting
Agenda Item #70

Title
Annual Pavement Marking Services Contract with Roadscape of North Florida, Inc. (Amended)

Amount
$100,000.00

Description
Request Approval of Annual Pavement Marking Services Contract with Roadscape of North Florida, Inc.

Recommendation
Approve the Contractual Services Agreement with Roadscape of North Florida, Inc. to provide Annual Pavement Marking Services

Alternative(s)
Do not approve and provide staff with direction

Requested By
David Cerlanek, 374-5245 ext 214

Originating Department
Public Works

Attachment(s) Description
Contractual Services Agreement

Documents Requiring Action
Contractual Services Agreement (2)

Executive Summary
Bid # 12-6, Annual Pavement Marking Services was opened on April 13, 2011. Roadscape of North Florida and Campolong Enterprises, Inc. were the lowest responsible and responsive bidder. The Board of County Commissioners approved the Finance Report on July 12, 2011, which recommended awarding a contract to Roadscape of North Florida and Campolong Enterprises, Inc. The contractor has executed the attached contract.

Background
Bid # 12-6, Annual Pavement Marking Services was opened on April 13, 2011. Roadscape of North Florida and Campolong Enterprises, Inc. were the lowest responsible and responsive bidder. The Board of County Commissioners approved the Finance Report on July 12, 2011, which recommended awarding a contract to Roadscape of North Florida and Campolong Enterprises, Inc. The contractor has executed the attached contract.

Issues
The Department utilizes this contract to perform annual pavement marking maintenance on County maintained roads.

Fiscal Recommendation
Sufficient funds exist in the FY12 budget

Fiscal Alternative(s)
N/A

Funding Sources
Gas Tax Uses Fund

Account Code(s)
149-7910-541.46-51

Attachment: Roadscape Pvmt Mark Final.pdf

AGREEMENT FOR CONTRACTUAL SERVICES

This Agreement is entered into this 27 day of September, 2011 between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and Roadscape of North Florida, Inc.., doing business at 1727 Helena Street, Jacksonville, FL 32208 hereinafter referred to as "Contractor".

WITNESSETH

Whereas, the County desires to employ the Contractor to provide Annual Pavement Marking Services

Whereas, the Contractor is qualified to provide these services

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto do mutually agree as follows:

1. **Term**. This agreement is effective for the period beginning on October 1, 2011, and continuing through September 30, 2012 unless earlier terminated as provided herein. The County has the option of renewing this Agreement for one (1) additional two (3) year period at the same terms and conditions outlined herein.

   The County's performance and obligation to pay under this agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The parties hereto understand that this Agreement is not a commitment of future appropriations.

2. **Duties of the Contractor**. The Contractor shall have and perform the following duties, obligations, and responsibilities to the County as provided in Attachment "A"

3. **Representations and Warranties.** By executing this Agreement, the Contractor makes the following express representations and warranties:

   3.1. The Contractor is a professional qualified to perform the services described.

   3.2. The Contractor warrants all the work performed by the Contractor is adequate and sufficient to meet the requirements and accomplish the purposes of the agreement.

   3.3. The Contractor acknowledges that the County's review of the work performed in no way diminishes the Contractor's warranty pertaining to the work performed.

4. **Method of Payment**. For all services actually, timely and faithfully performed, the Contractor will be paid as follows:

   4.1. The Contractor shall be paid subject to additions and deductions as provided in Attachment A.

4.2. As a condition precedent for any payment, the Contractor shall submit monthly, an invoice to the County requesting payment for services properly rendered and expenses due. The Contractor's invoice shall describe with reasonable particularity each service rendered, the date thereof, the time expended if such services were rendered pursuant to an fee and the person(s) rendering such service. The Contractor's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. Each invoice shall constitute the Contractor's representation to the County that the services indicated in the invoice have reached the level stated, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Contract, that all services provided have served a public purpose, that all obligations of the Contractor covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Contractor that payment of any portion thereof should be withheld. Submission of the Contractor's invoice for final payment shall further constitute the Contractor's representation to the County that, upon receipt by the County of the amount invoiced, all obligations of the Contractor to others, including its consultants, incurred in connection with the Project, will be paid in full. The Contractor shall submit invoices to the County at the following address:

Alachua County Public Work
ATTN: Wm David Cerlanek
Post Office Box 1188
Gainesville, FL 32602-1188

4.3. Payments for all sums properly invoiced shall be made in accordance with the provisions of Chapter 218, Part VII Florida Statutes ("Local Government Prompt Payment Act") to:

Roadscape of North Florida, Inc.
1727 Helena Street
Jacksonville, FL 32208

4.4 No Additional reimbursable expenses will be paid under this Agreement.

5. **Duties of the County**. The County shall have and perform the following duties, obligations, and responsibilities to the Contractor:

5.1. Provide a written request for services and a written Notice to Proceed.

5.2. Provide payment as provide herein to the Contractor for all services actually, timely and faithfully performed.

6. **Personnel**.

6.1. The Contractor will assign only qualified personnel to perform any service concerning this Agreement. At the time of execution of this Agreement, the parties

anticipate the following parties will perform those functions indicated:

NAME	FUNCTION
Bilal S. Saleem	*President/Responsible Agent*
Lazette Saleem	*Alternate Responsible Agent*

6.2. So long as the individuals named above remain actively employed or able to be retained by the Professional, they shall perform the functions indicated next to their names. The president may authorize changes to this list in writing.

7. **Notice**. Except as otherwise provided in this Agreement any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. For purposes of all notices, Contractor's and County representative are:

County:

Public Works Director
Alachua County Public Works Department
PO Box 1188
Gainesville, FL, 32602-1188

Professional:

Roadscape of North Florida, Inc.
1727 Helena Street
Jacksonville, FL 32208
ATTN: Bilal S. Saleem, President

A copy of any notice, request or approval to the County must also be sent to:

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

and

Office of Management and Budget
Attn: Contracts/Grants
105 SE 1st Avenue, Suite 6
Gainesville, Florida 32601

8. Default and Termination.

8.1. The failure of the Contractor to comply with any provision of this Contract will place the Contractor in default. Prior to terminating the Contract, the County will notify the Contractor in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Contractor seven (7) days to cure the default. The County Engineer is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time the Public Works Director is authorized to provide final termination notice on behalf of the County to the Contractor.

8.2. The County may also terminate the Contract without cause by providing written notice to the Contractor. The County Manager is authorized to provide written notice of termination on behalf of the County. Upon such notice, Contractor will immediately discontinue all services affected (unless the notice directs otherwise); and, deliver to the County all data, drawings, specifications, reports, estimate, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract amount earned through the date of termination, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the work not performed.

8.3. If funds to finance this Contract become unavailable, the County may terminate the Contract with no less than twenty-four hours notice in writing to the Contractor. The County will be the final authority as to the availability of funds. The County will pay the Contractor for all work completed prior to any notice of termination.

9. Project Records.

9.1. For a period of five (5) years, or fifteen (15) years if related to a capital improvement project, after the completion of all work to be performed, or as required by Chapter 119, Florida Statutes (Public Records Act) and schedules published by the Florida Bureau of Archives and Records Management, or federal requirements, whichever period is greater, the Contractor shall keep and make available to the County for inspection and copying, upon written request by the County, all records in Contractor's possession relating to the Agreement. Additionally, the Contractor shall make said records available, upon written request by the County, to any state, federal, or other regulatory authority, and any such authority may review, inspect and copy said records unless exempted under Chapter 119, Florida Statutes.

9.2. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes.

9.3. During the term of this Agreement or license, Contractor may claim that some or all of Contractor's information, including, but not limited to, software, documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as, confidential and proprietary by Contractor in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Records Act. Contractor shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use its best efforts to

maintain the confidentiality of the information properly identified by the Contractor as "Confidential Information" or "CI".

9.4. The County shall promptly notify the Contractor in writing of any request received by the County for disclosure of Contractor's Confidential Information and the Contractor may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Contractor shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Contractor shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Contractor's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Contractor shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. Contractor releases County from claims or damages related to disclosure by County.

10. **Insurance**. The Contractor will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in Attachment "B"

11. **Permits**. The Contractor will obtain and pay for all necessary permits, permit application fees, licenses or any fees required.

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

13. **Indemnification**.

13.1. The Contractor agrees to protect, defend, indemnify, and hold the County and director and their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to personal injury, death, damage to property (including destruction) defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. The contractor further agrees to investigate, handle, respond to, provide defense (including

payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent. Contractor agrees that indemnification of the County shall extend to any and all work performed by the Contractor, its subcontractors, employees agents, servants or assigns. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor's insurance coverage. This indemnification provision shall survive the termination of the Contract between the County and the Contractor.

13.2. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions of §768.28, Florida Statutes.

14. **Assignment of Interest**. The Professional and County recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the County. Therefore, the Professional hereby assigns to the County any and all claims for such overcharges as to goods, material or services purchased in connection with the Agreement. However, for all other assignments, neither party will assign, convey, pledge, sublet, transfer or otherwise dispose any interest in this Agreement and shall not transfer any interest in same without prior written consent of the other party.

15. **Successors and Assigns**. The County and Contractor each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement

16. **Independent Contractor.** In the performance of this Agreement, the Contractor is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Contractor is solely responsible for the means, method, technique, sequence, and procedure utilized by the Contractor in the full performance of the agreement.

17. **Collusion**. By signing this Agreement, the Contractor 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.

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

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

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

21. **Non Waiver.** The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.

22. **Governing Law and Venue**. This agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

23. **Attachments**. All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.

24. **Amendments**. The parties may amend this Agreement only by mutual written agreement of the parties.

25. **Captions and Section Headings**. Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

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

27. **Counterparts**:. This agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument

28. **Entire Agreement**. This agreement constitutes the entire agreement and supercedes all prior written or oral agreements, understandings, or representations.

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

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

ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair
Board of County Commissioners

ATTEST:
_____
J. K. Irby, Clerk

(SEAL)

APPROVED AS TO FORM
_____
Alachua County Attorney's Office

PROFESSIONAL

ATTEST (By Corporate Officer)
By: _____
Print: BILAL S. SALEEM
Title: PRESIDENT

By: _____
Print: LAZETTE SALEEM
Title: VICE - PRESIDENT

ATTACHMENT A: SCOPE OF SERVICES

Page 2

REVISED 4.6.2011 – BID FORM **EXHIBIT A**

BID NUMBER: 12-6; Annual Pavement Marking Services

BID OPENING DATE: 2:00 pm, Wednesday, April 13, 2011

PLACE OF BID OPENING: Alachua County Purchasing Division, Third Floor
County Administration Building
12 SE 1st Street
Gainesville, Florida, 32601-6983

TO: The County Commissioners, County of Alachua:

The undersigned, as Contractor, hereby declares that he has carefully read and examined the specifications and with full knowledge of all conditions under which the equipment and services herein contemplated must be furnished, hereby proposes and agrees to furnish the equipment and services according to the requirements as set out in the specifications for said equipment and service:

ITEM #1 - Painted Striping (White or Yellow):

Per Linear Foot

Quarterly Gross Miles	4 Inch Solid (Net)	4 Inch 10'-30' Skip (Gross)	6 Inch Solid (Net)	6 Inch 10'-30' Skip (Gross)
0-5	.08	.08	.13	.13
5-10	.08	.08	.13	.13
10-20	.08	.08	.13	.13
20-50	.08	.08	.13	.13
50-100	.08	.08	.13	.13
Over 100	.08	.08	.13	.13

Per Linear Foot

8 Inch Solid (Net)	8 Inch Skip (Gross)	12 Inch Solid (Net)	18 Inch Solid (Net)	24 Inch Solid (Net)
.30	.22	.50	.90	1.50

Per Square Foot

Miscellaneous (Bullnose, curb)	Yield Line Markings	Speed Hump/Table Markings
2.50	2.50	3.50

Per Linear Foot (Gross)

4 Inch 6'-10' Skip	6 Inch 6'-10' Skip
.08	.13

Minimum Cost for Painted Striping:

Cost will be determined per above unit bid items, with a minimum cost of Minimum Cost Per Day	$ 420.00

REVISED 4.6.2011 – BID FORM
(Continued)

BID NUMBER: 12-6; Annual Pavement Marking Services

ITEM #2 - Thermoplastic Striping (White or Yellow):

Per Mile

Quarterly Gross Miles	4 Inch Solid (Net)	4 Inch 10'-30' Skip (Gross)	6 Inch Solid (Net)	6 Inch 10'-30' Skip (Gross)
0-2	2400.00	1500.00	2800.00	1600.00
2-5	2400.00	1500.00	2800.00	1600.00
5-10	2400.00	1500.00	2800.00	1600.00

Per Linear Foot

8 Inch Solid (Net)	8 Inch Skip (Gross)	12 Inch Solid (Net)	18 Inch Solid (Net)	24 Inch Solid (Net)
1.20	1.20	2.50	3.00	4.00

Per Square Foot

Miscellaneous (Bullnose, curb)	Yield Line Markings	Speed Hump/Table Markings
3.50	3.50	3.50

Per Linear Foot (Gross)

4 Inch 6'-10' Skip	6 Inch 6'-10' Skip
.50	.60

Per Set (Total of 4 Lines)

4 Inch Rumble Strips
275.00

Audible and Vibratory Striping, Per Linear Foot:

Quarterly Gross Miles	4 Inch Solid (Net)	4 Inch 10'-30' Skip (Gross)	6 Inch Solid (Net)	6 Inch 10'-30' Skip (Gross)
0-2	.48	.48	.63	.63
2-5	.48	.48	.63	.63
5-10	.48	.48	.63	.63

REVISED 4.6.2011 – BID FORM
(Continued)

BID NUMBER: 12-6; Annual Pavement Marking Services

ITEM #3 - Reflective Pavement Markers (RPM's)

Amount Installed	Unit Cost Furnished and Installed
1-100	2.15
100-500	2.15
500-1000	2.15
Over 1000	2.15
Per Each Furnished, ONLY	.83
Labor Rate, Per Hour, Removal of Existing RPM's	30.00 Per hour

ITEM #4 - Messages & Symbols

Symbols	Thermoplastic	Paint
Left	50.00	30.00
Right	50.00	30.00
Stop	50.00	30.00
Only (8')	120.00	50.00
Lane (8')	120.00	50.00
Turn	60.00	30.00
Merge	90.00	30.00
Bus	75.00	30.00
School	250.00	85.00
Bike	50.00	30.00
Lane (4')	60.00	30.00
Only (4')	60.00	30.00
Railroad	300.00	100.00
Thru Arrow	70.00	30.00
Left or Right Arrow	70.00	30.00
Left or Right and Thru Arrow	70.00	30.00
Bike Lane Arrow	40	30.00
Bike Symbol	60.00	30.00
Handicapped (3')	60.00	45.00
Handicapped (5')	60.	45.00
Blue Solid Line (per foot -6")	.50	.13

REVISED 4.6.2011 – BID FORM
(Continued)

BID NUMBER: 12-6; Annual Pavement Marking Services

ITEM #5 - Pavement Marking Removal

LS

Mobilization cost	$ 1500.00

Per Square Foot

Item Removed	Water Blasting	Grinding
Painted Symbols and Messages	2.50	2.00
Painted Stripe	2.50	2.00
Thermoplastic Symbols and Messages	2.50	2.00
Thermoplastic Stripe	2.50	2.00

ITEM #6 - Miscellaneous Items

Temporary Tape		
Foil Back	Furnished & Installed (per LF):	3.50
	Furnished (per roll):	700.00
Removable	Furnished & Installed (per LF):	2.50
	Furnished (per roll):	700.00
Off-Duty Law Enforcement Officer (Per Hour at the County's Direction)		$ 35.00
Standby and Lay-Out Time (Crew Per Hour)		
	Standby:	30.00
	Lay-Out:	30.00

Acknowledge Receipt of Addendum(s) *(If applicable circle)*: #1 (Yes) No #2 (Yes) No #3 Yes No

Bidder: Roadscape North Florida, Inc Company: Roadscape North Florida, Inc

Address: 1727 Helena Street
Ind. IN. 52208

Authorized Signature: Bilal S Saleem Title: President

Clearly Print Signature: Bilal S. Saleem Title: President

PHONE: 904-591-4635 FAX: 904-766-9181 DATE: 4/10/2011

Email Address: Roadscape1@yahoo.com

ATTACHMENT B: INSURANCE REQUIREMENTS

TYPE "A" INSURANCE REQUIREMENTS
"CONSTRUCTION / SERVICE CONTACTS"

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

I. **COMMERCIAL GENERAL LIABILITY**.

Coverage must be afforded under a per occurrence form policy for limits not less than $1,000,000 General Aggregate, $1,000,0000 Products / Completed Operations Aggregate, $1,000,000 Personal and Advertising Injury Liability, $1,000,000 each Occurrence, $50,000 Fire Damage Liability and $5,000 Medical Expense.

II. **AUTOMOBILE LIABILITY**.

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident.

III. **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**.

A Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

B Employer's Liability limits for not less then $100,000 each accident; $500,000 disease policy limit and $100,000 disease each employee must be included.

IV. **BUILDER'S RISK / INSTALLATION FLOATERS**.

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

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

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

V. **OTHER INSURANCE PROVISIONS**.

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

A Commercial General Liability and Automobile Liability Coverages

1 The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.

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

contributory.

B Workers' Compensation and Employers' Liability Coverages

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

C All Coverages

1 The Contractor shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under a claims made form the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.

VI. **SUBCONTRACTORS**.

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

CERTIFICATE HOLDER: **Alachua County Board of County Commissioners**

MAIL or FAX CERTIFICATES TO:

Ebix
212 Kent Street
PO Box 257
Portland, MI 48875
Ph. 517-647-1700
Fax 517-647-7900

September 27, 2011 Regular BoCC Meeting
Agenda Item #71

Title
Add Barr Hammock Chitty Levy Pasture land conservation project to the Alachua County Forever Project List. (Amended)

Amount
$531,845 Acquisition, Stewardship $1,588 annually

Description
Request for the Board of County Commissioners to add the Barr Hammock Chitty Levy Pasture land conservation project to the Alachua County Forever Project List.

Recommendation
The BoCC should add the Barr Hammock Chitty Levy Pasture land conservation project to the Alachua County Forever Project List.

Alternative(s)
The Board should not approve the addition of the property to the Alachua County Forever List.

Requested By
Ramesh P. Buch 264-6804

Originating Department
Environmental Protection.

Attachment(s) Description
Exhibit 1: Map of the Chitty Levy Pasture. Exhibit 2: Barr Hammock - Chitty Site Evaluation. Exhibit 3: Barr Hammock Assessment. Exhibit 4: Cost Estimates. Exhibit 5: Acquisition List Status Report.

Documents Requiring Action
None

Executive Summary
This item requests that the Board of County Commissioners (BoCC) add the Barr Hammock - Chitty Levy Pasture to the Active Acquisition (Full Fee) List as proposed by the Land Conservation Board. Addition of projects to the Acquisition List authorizes staff to negotiate contracts with the landowners. They will be brought back to the BoCC for approval.

Background
At their August 25 meeting, the Land Conservation Board (LCB) placed the southern 120 acres (Exhibit 1) of the entire Chitty Trustee tract (Exhibit 2) in their Priority Pool and recommends the BoCC add it to the Active Acquisition List. For descriptive purposes, just the 120 acres is referred to as the Chitty - Levy Pasture. This tract is in the Barr Hammock ACF project (Exhibit 3) and adjacent to the County's Barr Hammock Preserve. The parcels are owned by the Chitty Trust and are located generally northwest of Micanopy along the north slope of Levy Prairie and south of Wacahoota Road (Exhibit 2 Map 1). The Property is adjacent to Barr Hammock Preserve (Levy Lake portion). The property is composed primarily of improved pasture and successional habitats that were once improved pasture. Within the pastures are several wetlands that drain to Levy prairie via ephemeral creek systems. Costs are estimated in Exhibit 4. Exhibit 5 describes the status of the Active Acquisition List.

Issues
Acquisition of this portion of the Chitty ownership will buffer the Barr Hammock Preserve and consolidate the levee in County ownership possibly facilitating and extending recreational opportunities from Barr Hammock. The levee is under federal conservation easement that is designed to impound water in the basin and provide flood protection to areas downstream. Our ownership would be subject to this easement, but it not affect the County's goals for the property under the ACF program.

Fiscal Recommendation
$531,845 Acquisition, Stewardship $1,588 annually

Fiscal Alternative(s)
No additional expenditures.

Funding Sources
Alachua County Wild Spaces Public Places Surtax, Alachua County Forever General Fund Budget; Fund 326 Legacy Lands/Alachua Forever Grants/Partnerships

Account Code(s)
Barr Hammock 302-5564 and General Fund 001-5560; 326.5564

Attachment: Exhibit 3 BARR Assessment.pdf
Attachment: Exhibit 1 Chitty Levy Pasture Map.pdf
Attachment: Exhibit 2 Chitty Evaluation.pdf
Attachment: Exhibit 4 110927 Chitty acq costs.pdf
Attachment: Exhibit 5 ACQUISITION LIST STATUS REPORT.pdf

Barr Hammock-Levy Prairie
Rapid Ecological Project Assessment
Alachua County Forever

Draft Date:	October 16, 2002, April 4, 2003
Matrix Score:	7.96 of 9.44
Size:	11,372 acres
Number of parcels:	94
Number of owners:	45
Number of Buildings:	45

LOCATION / DESCRIPTION:

The 11,372 acre Barr Hammock, Levy Prairie Project (BAR) is centrally located on the southern edge of Alachua County, Map 1. It is bordered by I-75 on the east, Paynes Prairie Preserve State Park on the north, Williston Road on the west and the Marion County line on the south, Map 1.

The Alachua County Ecological Inventory Project, also known as the KBN Study (KBN) ranked the Levy Lake – Barr Hammock Project sixth in the county, and categorized it as a high priority project. 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 KBN Study summarized the BAR project by the following paragraph, "This is a large area containing all of Levy Lake and part of Ledwith Prairie- two of the largest wetlands in Alachua County. It includes all the land between these wetlands, some of which is high quality hardwood forest (a part of which has been logged), and includes smaller wetlands such as Mud Pond. It connects to Paynes Prairie State Preserve and Kanapaha Prairie." (KBN 1996).

Protecting Water Resources:

Approximately ninety percent of the Barr Hammock-Levy Prairie Project is located in the Perforated Aquifer Zone of Alachua County. This is an area underlain by clays of the Hawthorn Group perforated by numerous karst features that allow direct access to the aquifer. The remaining 10% is located in the unconfined aquifer zone. This region, located in western and southern Alachua County, is overlain by highly permeable and generally thin, undifferentiated sands that allow both high aquifer recharge and pollutants direct access to the aquifer (Macesich, 1988). The St. John's River Water Management Districts Aquifer Recharge Map for Alachua County shows that 97% of the site falls in an area of high aquifer recharge, 12 inches or more per year.

Approximately 64% of the total acreage is wetlands, has hydric soils, or is within the FEMA 100 or 500 year flood hazard zone.

According to information provided by CTF and the KBN Study, water flows into Ledwith Prairie on the south side from Moore's Pond and Fish Prairie, then during periods of high water through a man-made connection and natural flow and seepage into Levy Prairie. From there water flows into Kanapaha Prairie and finally into Pearson Sink, Map 2. Water may percolate into the Floridan Aquifer while in Ledwith Prairie, Levy Prairie or any of the smaller wetlands on the property.

Ledwith Prairie straddles the Alachua – Marion County line and is one of the largest intact wetlands in the county at 2,200 acres. Nearly 40% of the property falls within FEMA 100 or 500-year flood hazard zones. Barr Hammock, found on the Rayonier Site, is the upland between Ledwith Prairie and Levy Lake. Water passes through this area while moving from Ledwith Prairie to Levy Prairie

during periods of high water. While none of Levy Prairie actually falls within the Rayonier property, a substantial portion of the FEMA flood hazard zone associated with the Levy Prairie does.

Protecting Natural Communities and Landscapes:
Natural Communities

Scrub	Wet Prairie	Blackwater Stream
Xeric Hammock	Baygall	Old Field Pine Plantation
Upland Mixed Forest	Basin Marsh	**Other**
Wet Flatwoods	Depression Marsh	Rough Pasture
Mesic Flatwoods	Basin Swamp	Improved Pasture
Scrubby Flatwoods	Shrub Swamp	Low Impact Development
Prairie Hammock	Flatwoods/ Prairie Lake	Site Conversion Pine Plantation
Hydric Hammock	Sinkhole Lake	Row Crops

The above list of natural communities is from the KBN Report (KBN, 1996) and staff observations. The ecological quality of the natural communities range from high in much of Barr hammock and Ledwith Prairie to low in the site conversion pine plantations and the improved pastures.

The Project site is adjacent to Paynes Prairie in two locations and to the Alachua County Forever (ACF) Kanapaha Prairie project. There is also potential to connect to the Office of Greenways and Trails Prices Scrub Property in Marion County through the Carr Farm.

The project site is within the Florida Ecological Greenways Network (FEGN), in the priority 5 project area known as Paynes Prairie-Goethe. This FEGN project is one of three highest priority projects in Alachua County. 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).

The Paynes Prairie-Goethe FEGN project is a part of the connection from Ocala National Forest to the Gulf Coast. Ocala National Forest is connected to Paynes Prairie through the Ocala NF-Lochloosa-Paynes Prairie-Newnans Lake FEGN project and then on to Goethe Forest via the Paynes Prairie-Goethe FEGN Project. The BAR Project is an important part of making the connection between Paynes Prairie and Goethe State Forest. It is the piece that actually connects Paynes Prairie to the rest of the project; therefore it should be protected early to ensure there is a viable connection from Paynes Prairie west.

The connection between Paynes Prairie and the bulk of the BAR project is bisected by I-75 and Wacahoota Road. I-75 creates a major barrier to the movement of most wildlife, however once the properties are acquired, improving the connection would become part of the management goals

One hundred percent of the site falls within FNAI's 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).

Upland Hammock is listed as an Under-represented Natural Community occurring on the project site. 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:

The BAR project is of high ecological importance because it contains most of the forested uplands between two of the largest wetlands in Alachua County. It provides excellent habitat for numerous endemic and listed species.

Common Name	Endemic/ Large Home-Range	Fed/State Status	FCREPA/FNAI Designation	Observed
Amphibians				
Eastern Tiger Salamander	-/-	-/-	SU/S3	SM
Striped Newt	-/-	-/-	R/S2S3	SM
Reptiles				
American Alligator	-/-	T/SSC	-/S4	SM
Eastern Diamondback Rattlesnake	-/-	-/-	-/S3	SM
Eastern Indigo Snake	-/-	T/T	SSC/S3	SM
Florida Pine Snake	-/-	-/SSC	SU/S3	SM
Gopher Tortoise	-/-	-/SSC	T/S3	F
Peninsula Mole Skink	-/-	-/-	-/-	SM
Short-tailed Snake	X/-	-/T	T/S3	SM
Spotted Turtle	-/-	-/-	R/S3?	SM
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
Least Bittern	-/-	-/-	SSC/S4	SM
Little Blue Heron	-/-	-/SSC	SSC/S4	SM
Osprey	-/-	-/-	T/S3S4	SM
Mottled Duck	-/-	-/-	-/-	F
Snowy Egret	-/-	-/SSC	SSC/S3	SM
Southern Bald Eagle	-/L	T/T	T/S3	F
Tricolored Heron	-/-	-/SSC	SSC/S4	SM
White Ibis	-/-	-/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	-/-	-/SSC	T/S3	F
Arachnids				
Blue Purse Web Spider	X	-/-	R/S4	S

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, P= potential for species based on habitat types, K=documented in the Alachua County Ecological Inventory Project.

Godfrey's privet, cinnamon fern, rain lily and greenfly orchid are listed plants found on the BAR site.

About 30% of the BAR Project area is made up of Sandhill Crane and Wading Bird Strategic Habitat Conservation Areas. 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).

Greater than two thirds of the site is within Regional Biodiversity Hotspots. The purpose of the Regional Biodiversity Hot Spots maps, also 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).

The KBN Study states, "This [Levy Lake-Barr Hammock] is the most important habitat for the Florida sandhill cranes on private land in Alachua County. The Ledwith Prairie / Levy Prairie area meets all or part of the annual requirements for approximately a dozen Florida sandhill cranes. It is the combination of open pasture and herbaceous wetlands that are important to the cranes, personal communication S. Nesbitt, FFWCC.

The FFWCC bald eagle nest data shows five bald eagle nests on the project site and 6 others within two miles of the project site.

Achieving Social and Human Values:

The BAR project area is a Priority 2 Natural Resource-based Recreation Area (Knight, et al. 2000) and a priority 5 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 BAR 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.

Management Issues:

The BAR project will require limited management over most of the area. Prescribed fire and invasive plant control will be the primary management tools. "The large size, good boundaries, and location away from population centers will allow this area to be managed effectively for wildlife and natural communities. As with all natural areas, continued vigilance and periodic control of invading exotic plants would be necessary" (KBN 1996).

Economic Acquisition Issues:

There are 94 parcels and 45 ownerships in the 11,372 acre Barr Hammock-Levy Prairie Project. The property appraiser shows 45 buildings on their parcel data. Three ownerships make up 6,847 acres or 60% of the project acreage. The Alachua County Property Appraisers 2002 Just Value or land value for the entire project is $ 11,646,400 or $ 1,024/ acre. The ACPA's total value (Just, Miscellaneous and Buildings) for the project area is $ 14,570,200 or 1,281/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 this project are shown on Map 3 and listed below:

1) The 2,302 acre Rayonier Tract is adjacent to the Whitehurst WRP conservation easement, the Pitts and Rudnianyn Tract, the Perry and Cox, Harris and Tacket Properties. This property contains most of the uplands between Levy and Ledwith Prairies. ACF staff is working with Rayonier representatives on the acquisition of this parcel. Once acquired, the 559 acre Perry and 1,058 acre Cox, Harris and Tacket properties should be pursued.
2) The 2,173 acre Pitts and Rudnianyn tract is on the Marion County line and contains most of Ledwith Prairie. It is adjacent to the Rayonier and the Cox, Harris and Tacket Tracts. Staff is working with the owners on the acquisition of this property. Once acquired the Cox, Harris and Tacket tracts should be pursued.
3) The 2,373 acre Ramsey Stock Farm Inc. Tract is immediately north of the Whitehurst WRP conservation easement.
4) There are six parcels that lie within the Paynes Prairie additions and Inholdings boundary and the ACF project boundary. These parcels should be considered keystone parcels also. They are as follows:

Parcel Number	Name	Acres
07385-000-000	Jeannette Chitty	160
07388-000-000	Jeannette Chitty	100
07391-000-000	Richard Maris	70.3
07392-000-000	Louise McMullen	166.2
16468-001-000	Melvin Schmitt	41.2
16468-003-000	Jim Theoharis	59.63.

The project site falls within unincorporated Alachua County and is zoned Agriculture except for a 300 acre Planned Unit Development and a five acre parcel zoned Highway Oriented Business. Approximately 215 acres of the Perry Property are within the Micanopy Urban Reserve area. The Future Land Use map shows the project area within the agriculture designation except a five acre parcel near Micanopy that is designated Tourist/Entertainment. The majority of the land is in agricultural use with pockets of single family residences with acreage. There does not appear to be a great deal of development pressure in the project area.

Other:

The BAR project site is rich in cultural resources. There are numerous Native American sites on the property, and it is thought to be the location of Moses Levy's Pilgrimage Plantation; the first Jewish utopian communal settlement in the United States.

Literature Citations

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

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KBN, A Golder Associates Company. 1996. Alachua County Ecological Inventory Project. Prepared for Alachua County Department of Growth Management, Gainesville, Florida.

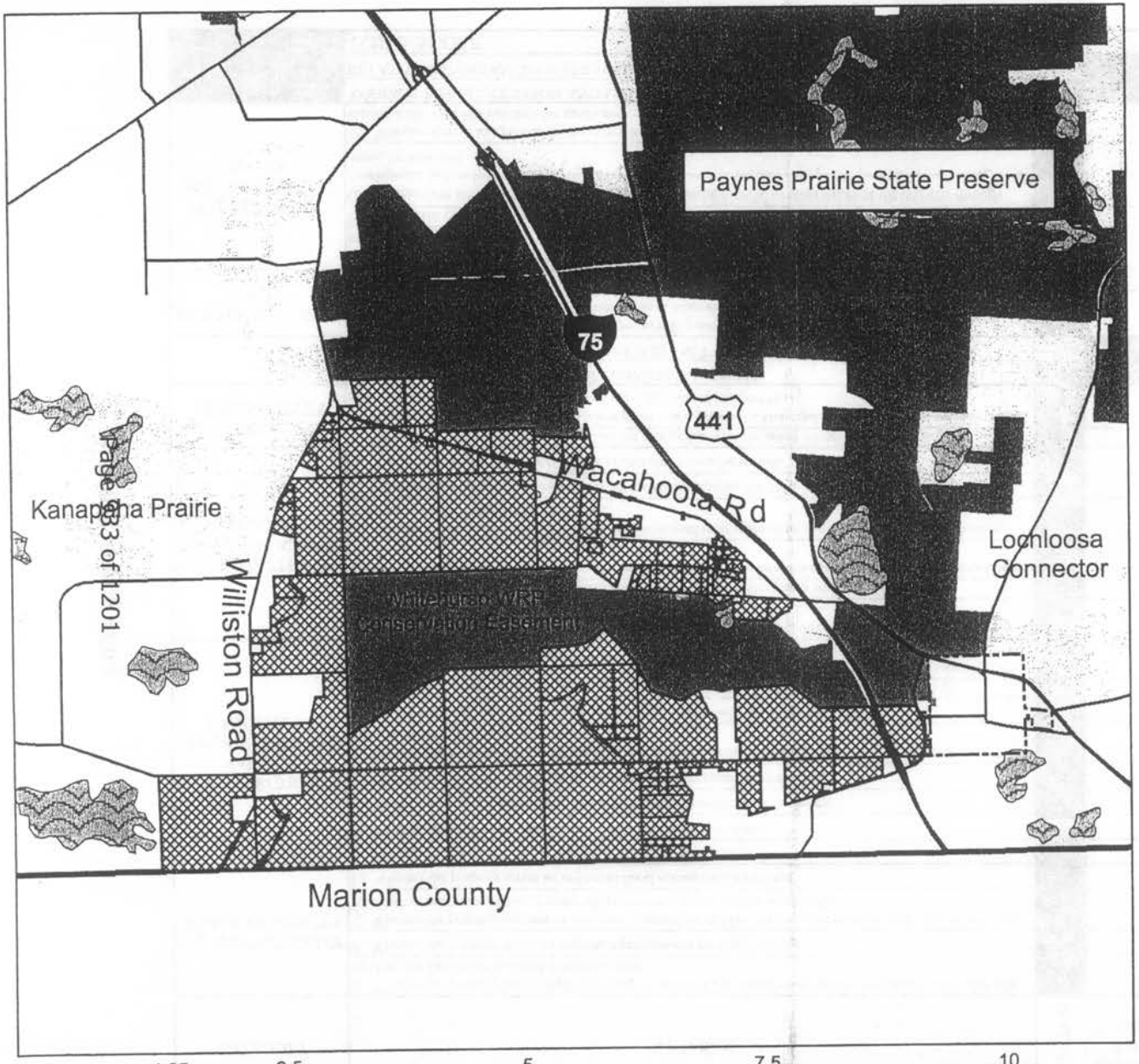
Macesich, M. 1988. Geologic Interpretation of the Aquifer Pollution Potential in Alachua County, Florida, Open File Report – 21. Florida Geologic Survey, Tallahassee, Florida.

Florida Natural Areas Inventory. December 2001. Florida Forever Conservation Needs Assessment Version 1.1 Supplement to the technical Report June 2001. Tallahassee, Florida.

Barr Hammock-Levy Prairie — Draft date October 21, 2002

CATEGORY	Criterion	WEIGHTING	Enter Criteria Value Based on Site Inspection	Average Criteria Score	Average Criteria Score Multiplied by Relative Importance
(I-1) PROTECTION OF WATER RESOURCES	A. Whether the property has geologic/hydrologic conditions that would easily enable contamination of vulnerable aquifers that have value as drinking water sources;		4		
	B. Whether the property serves an important groundwater recharge function;		5		
	C. Whether the property contains or has direct connections to lakes, creeks, rivers, springs, sinkholes, or wetlands for which conservation of the property will protect or improve surface water quality;		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;		4		
	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;		3		
	H. Whether the property is relatively free from internal fragmentation from roads, power lines, and other features that create barriers and edge effects.		4		
(I-3) PROTECTION OF PLANT AND ANIMAL SPECIES	A. Whether the property serves as documented or potential habitat for rare, threatened, or endangered species or species of special concern;		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;		5		
	D. Whether the property serves as a special wildlife migration or aggregation site for activities such as breeding, roosting, colonial nesting, or over-wintering;		5		
	E. Whether the property offers high vegetation quality and species diversity;		4		
	F. Whether the property has low incidence of non-native invasive species.		4		
(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			4.30	
	RELATIVE IMPORTANCE OF THIS CRITERIA SET IN THE OVERALL SCORE	1.3333			5.73
(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;		4		
	B. Whether the overall resource values justifies the potential cost of acquisition;		4		
	C. Whether there is imminent threat of losing the environmental, social or other values of the property through development and/or lack of sufficient legislative protections (this requires analysis of current land use, zoning, owner intent, location and		3		
	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				7.96

Barr Hammock-Levy Prairie -- Map 1



Alachua County FOREVER

Barr Hammock-Levy Prairie

Alachua County Forever Projects

Conservation Lands

Lakes

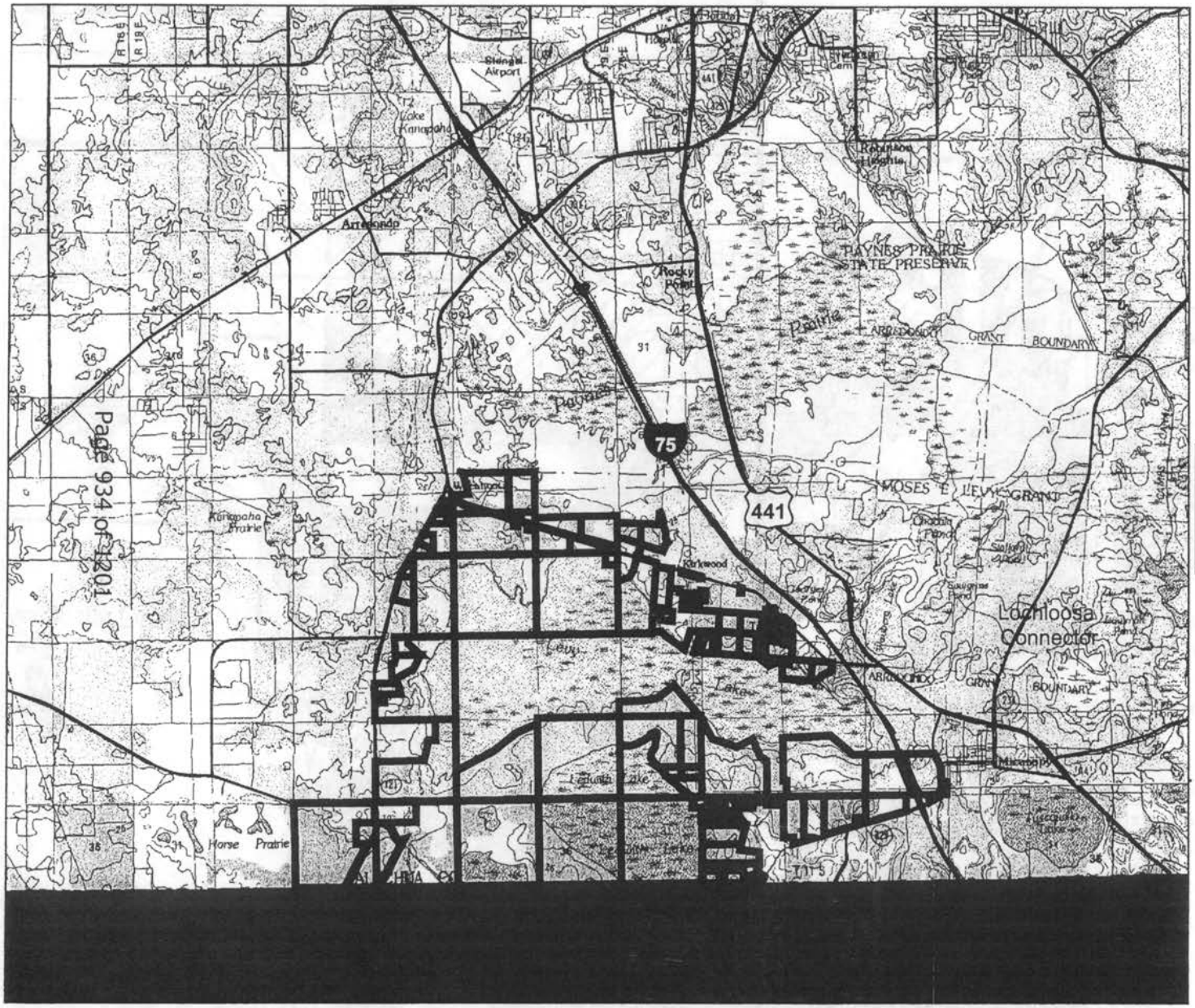
Roads

City Boundary

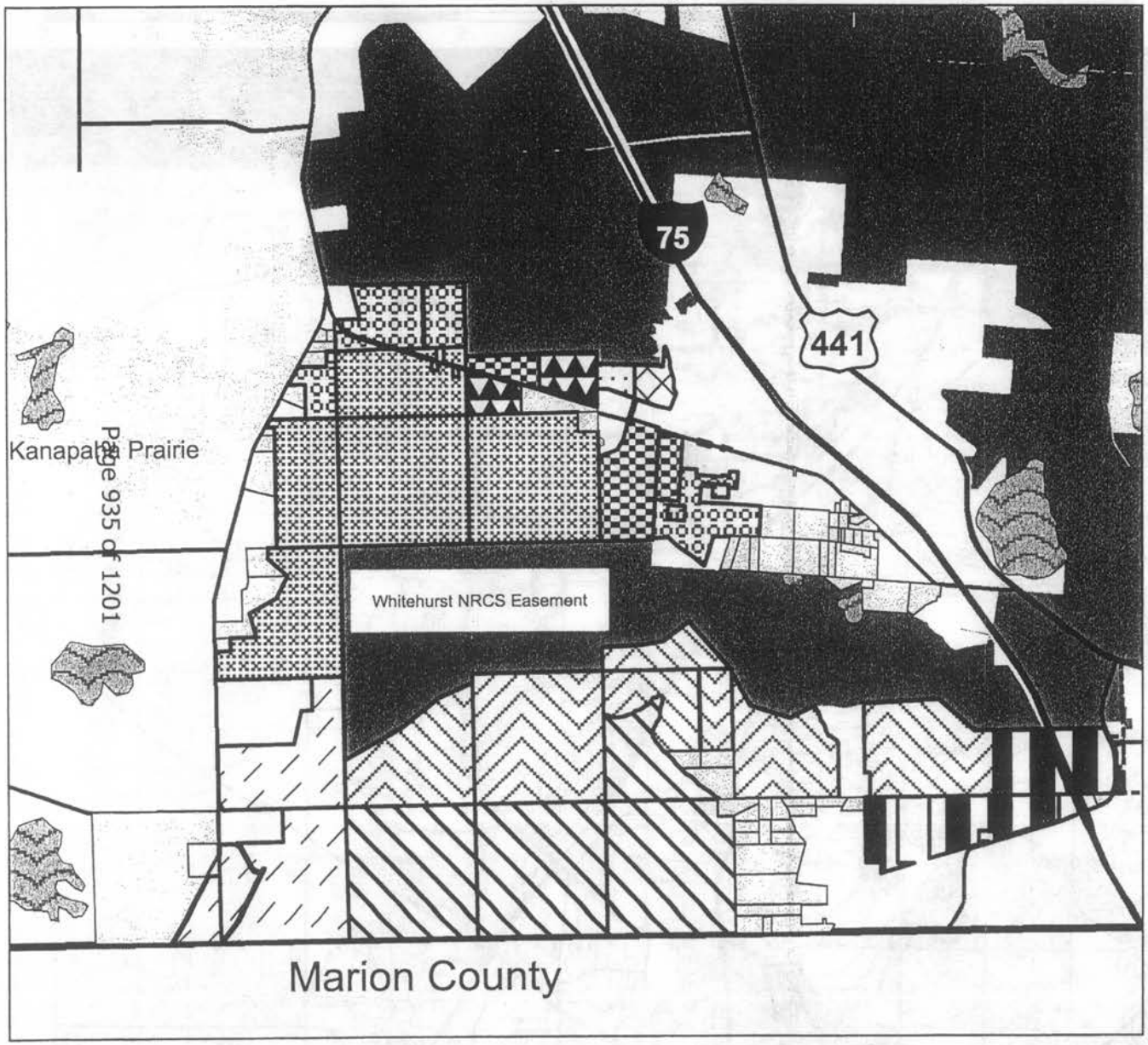


ENVIRONMENTAL PROTECTION DEPARTMENT
ALACHUA COUNTY

Barr Hammock-Levy Prairie -- Map 2



Barr Hammock-Levy Prairie--Map 3



Barr Hammock-Levy Prairie

Non-keystone Parcels

Keystone Parcels

- CHITTY
- COX & HARRIS & TACKETT
- MARIS
- MCMULLEN
- PERRY
- PITTS & RUDNIANYN
- RAMSEY STOCK FARM INC
- RAYONIER TIMBERLANDS OPERATING
- SCHMITT
- THEOHARIS
- Lakes
- Roads
- Conservation Lands
- Alachua County Forever Projects
- Alachua County Boundaries

N

0 0.5 1 2 3 4 Miles

1:75,025

Barr Hammock - Levy Prairie - Chitty Jeannette Z Trustees Parcels



Environmental Protection

Legend

- ChittyJeannetteZHerirs
- Barr Hammock Preserve
- Butler Parcels
- Major Roads
- Chitty Levy Pasture



Alachua County FOREVER

0 0.5 1 Miles

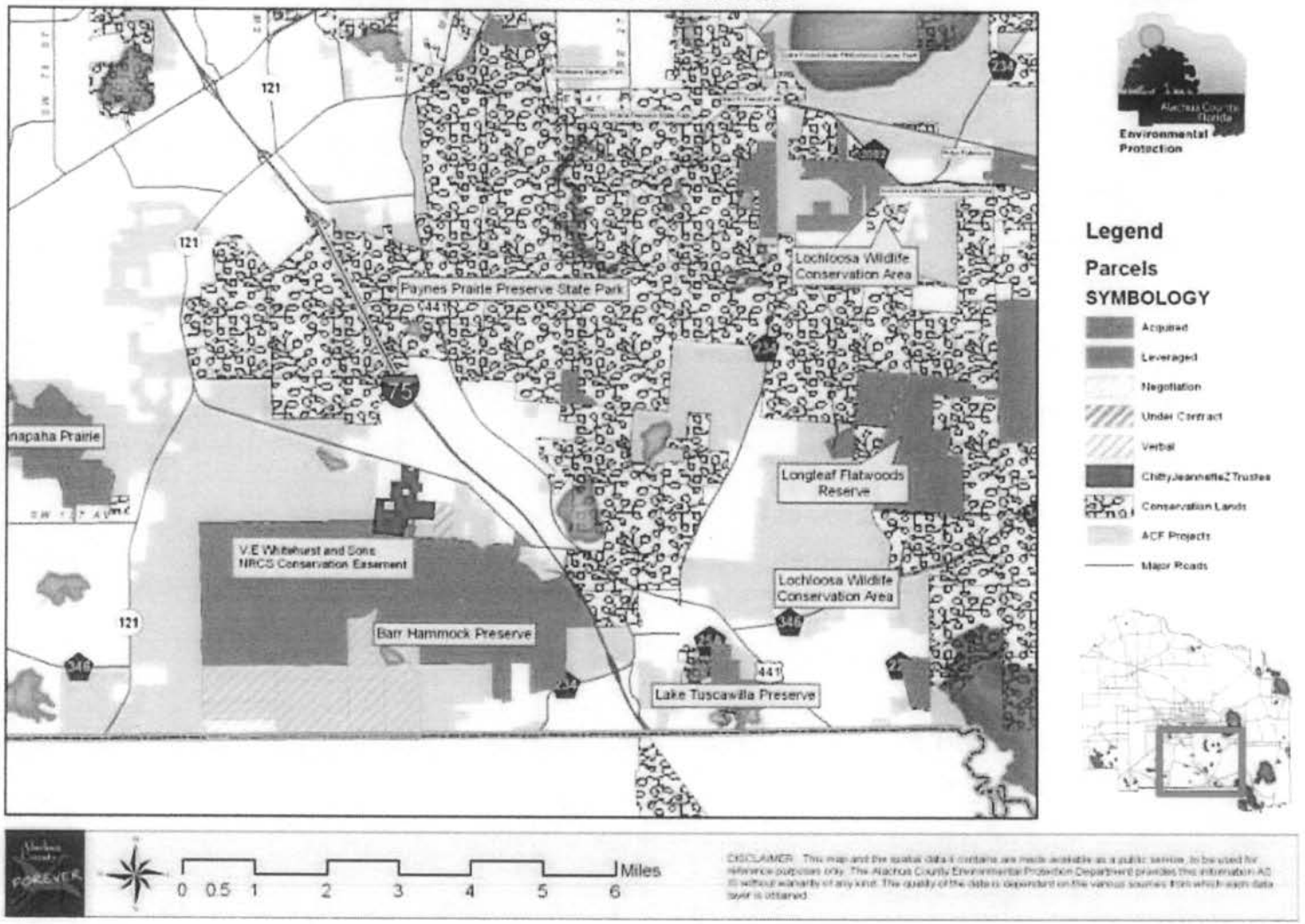
DISCLAIMER: This map and the spatial data it contains are made available as a public service, to be used for reference purposes only. The Alachua County Environmental Protection Department provides this information AS IS without warranty of any kind. The quality of the data is dependent on the various sources from which each data layer is obtained.

Alachua County land use and zoning designations are Rural/Agriculture and Agricultural, respectively. Gross density allowed in these classifications is one dwelling unit per five acres (1 unit / 5 acres). The following resources are present on the property 127acres (43%) of 100-year Floodplain, 79 acres (27%) of Surface Waters and Wetlands, and 198 acres (67%)of the property is strategic ecosystem. The maximum development scenario would consist of 78 lots clustered on 107.5 upland acres. Minimum lot size for each of the 78 lots would be one acre.

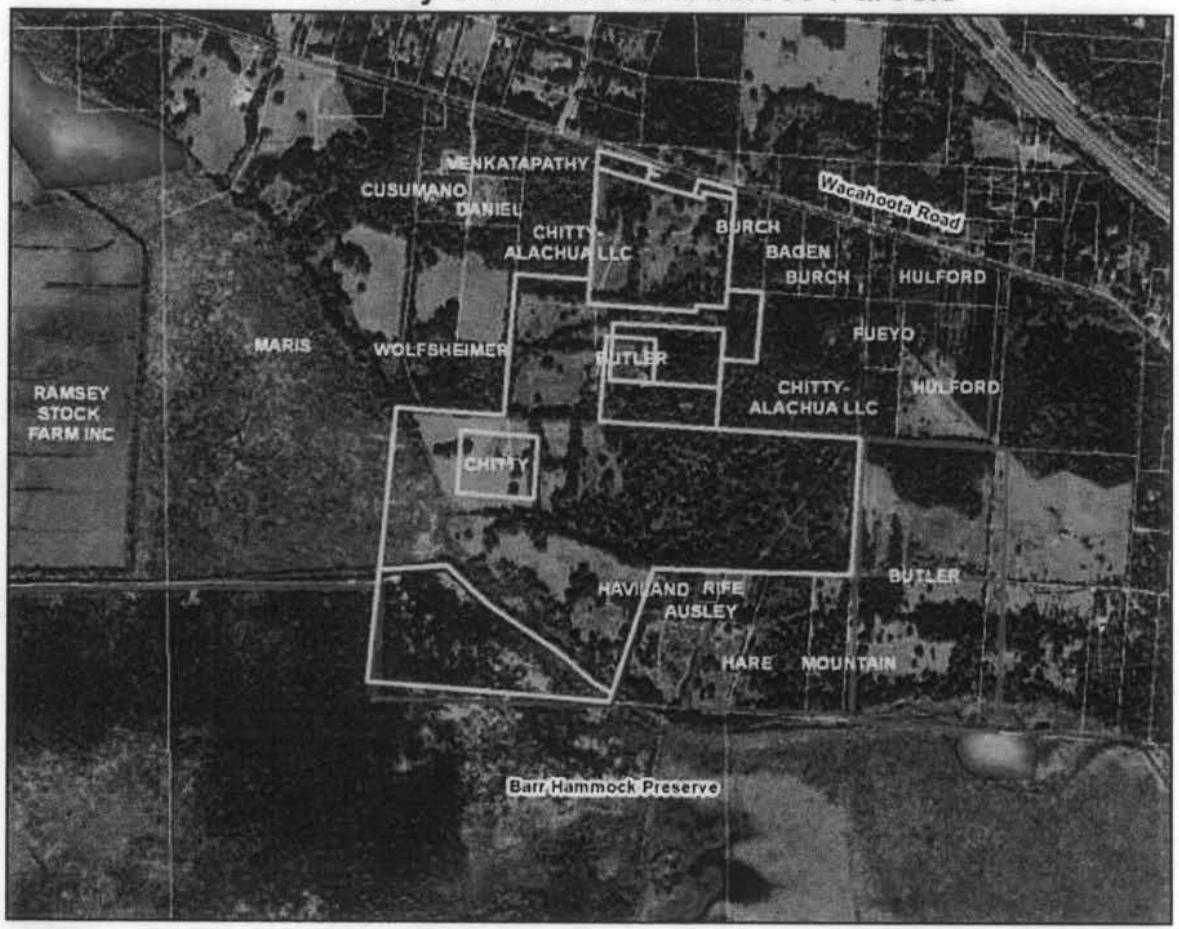
Gross development potential at one unit per five acres is 58 lots, however Alachua County Code requires that developments over 25 lots be designated as a "Rural/Agriculture Clustered Subdivision." As such it must have 50% preserved common open space, protection of surface waters and wetlands and protections of uplands that are strategic ecosystem. With density transfers and bonuses for clustering and preserved conservation resources yields the 78 units.

Barr Hammock - Levy Prairie - Chitty Jennette Z Trustees					4/26/2011
CATEGORY	Criterion	WEIGHTING	Enter Criteria Value Based on Site Inspection	Average Criteria Score	Average Criteria Score Multiplied by Relative Importance
(I-1) PROTECTION OF WATER RESOURCES	A. Whether the property has geologic/hydrologic conditions that would easily enable contamination of vulnerable aquifers that have value as drinking water sources;		4		
	B. Whether the property serves an important groundwater recharge function;		5		
	C. Whether the property contains or has direct connections to lakes, creeks, rivers, springs, sinkholes, or wetlands for which conservation of the property will protect or improve surface water quality;		3		
	D. Whether the property serves an important flood management function.		3		
(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;		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;		4		
	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		3		
(I-3) PROTECTION OF PLANT AND ANIMAL SPECIES	A. Whether the property serves as documented or potential habitat for rare, threatened, or endangered species or species of special concern;		4		
	B. Whether the property serves as documented or potential habitat for species with large home ranges;		5		
	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;		3		
	E. Whether the property offers high vegetation quality and species diversity;		2		
	F. Whether the property has low incidence of non-native invasive species.		4		
(I-4) SOCIAL AND HUMAN VALUES	A. Whether the property offers opportunities for compatible resource-based recreation, if appropriate;		4		
	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			3.50	
	RELATIVE IMPORTANCE OF THIS CRITERIA SET IN THE OVERALL SCORE	1.3333			4.67
(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);		2		
	B. Whether this management can be completed in a cost-effective manner.		3		
(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, owners intent, location and		3		
	AVERAGE FOR ACQUISITION AND MANAGEMENT VALUES			2.50	
	RELATIVE IMPORTANCE OF THIS CRITERIA SET IN THE OVERALL SCORE	0.5667			1.73
	TOTAL SCORE				6.40

Barr Hammock - Levy Prairie- Jeannette Z Trustees Parcels



Barr Hammock - Levy Prairie - Chitty Jeannette Z Trustees Parcels



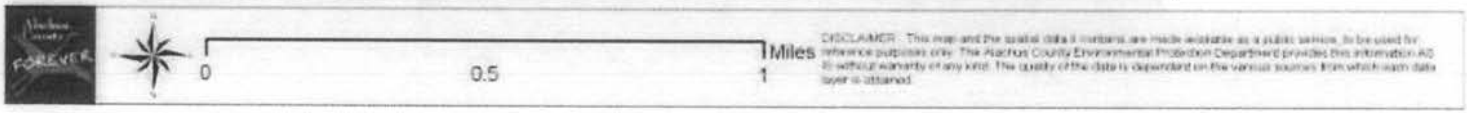
Map 2

Alachua County Florida
Environmental Protection

Legend

- ChittyJeannetteZHeirs
- Barr Hammock Preserve
- Butler Parcels
- Major Roads





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Cost Estimates

Acquisition Estimates

Table A. Pre-Contract Costs

Project	Acres	Land Purchase Cost	Pre-Acquisition Services			
			Appraisals	Boundary Sketch	Title Report	sub-total
Chitty - Levy Prairie	120	504,000	6,000	-	250	$ 6,250

Table B. Post-Contract Costs

Project	Due Diligence and Closing Services					GRAND TOTAL
	Title Insurance	Surveys	Environmental Audit	Closing	sub-total	
Chitty - Levy Prairie	2,595	15,000	3,000	1,000	$ 21,595	**$ 531,845**

Stewardship Estimates

Project	Acres	Physical Improvements (BOND)	Average Annual Recurring (General Fund)	Average Annual Recurring/Acre	Total Costs for initial 10 years
Chitty - Levy Prairie	120	$ 13,555	$ 1,588	$ 13.23	**$ 29,435**

*Note: These estimates are taken from the attached draft project stewardship reports, adjusted for inflation (3%/yr), and averaged.

Stewardship Costs
Barr Hammock- Chitty **120 acres MOL**

Improvements (Bond)	
$500	Levee rehabilitation
$105	Firebreak Construction
$9,950	Fencing (and clearing for fence)
Total	**$10,555**

Average Annual Management Costs	
$440	Exotic Plant Control (Bond/GF)
$933	Monitoring (GF)
$350	Mowing/ Firebreak Maint
$165	Prescribed Fire
Total	**$1,888**

Firebreak Construction
Fire break construction: 0.5 miles x $210/mile = $105
Bond expenditure = $105

Exotic Plant Control
Year 1-3= $1000/year
Year 4-10 = $200/year
10 Year Total $4,400 or $440/year
Bond Years 1-3/**General Fund** Years 4-10 expenditure

Monitoring
20 hours of staff time plus supplies
Project oversight, contractor oversight, photopoints, inspections, record keeping
$933/year
10 Year total = $9,330
General Fund expenditure

Levee Rehabilitation (Clearing)
$500 (approximately 600 ft @ .41/ft plus mobilization fee

Levee and Fireline Maintenance
Mow /harrow twice per year @ $150/mile @ 6100 ft = $350/year

Fencing
3500 ft @ 2.55/ft 3-strand Barbed Wire = $8,925
2500 ft @ .41/ft clearing = $1,025
Total = $9,950

Prescribed Fire
22 acres @ $25/acre = $550
~ 3 fires in 10 years
10 Year Total = $1,650 or $165/year

Acquisition List Status Report

Monday, September 12, 2011

Under Contract

Barr Hammock-Butler

ACRES: **86** Type: **Conservation Easement**

BAR22 SITE SCORE: **6.93** Environmental/Social Subscore: **4.40** Management/Acquisition Subscore: **2.53**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Butler%20draft%20full%20eval.pdf

REPA SCORE: 7.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/BARREPA.pdf

Comment: *Awaiting Contract from seller*

Price: $216,013.00 Partner: **FRPP (50% Acq), Seller (25% Acq)**

Lake Forest Creek-Kincade and Tabone

ACRES: **103** Type: **Conservation Easement**

LFC06 SITE SCORE: **7.33** Environmental/Social Subscore: **4.40** Management/Acquisition Subscore: **2.93**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Kincaide%20TaboneEvaluation.pdf

REPA SCORE: 7.42 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lake%20Forest%20Creek.htm

Comment: *In Due Diligence*

Price: $170,000.00 Partner: **Seller (100% Stwd)**

Lake Forest Creek-Smith

ACRES: **30** Type: **Conservation Easement**

LFC09 SITE SCORE: **6.27** Environmental/Social Subscore: **4.13** Management/Acquisition Subscore: **2.14**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/LFC%20SmithEvaluation.pdf

REPA SCORE: 7.42 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lake%20Forest%20Creek.htm

Comment: *In Due Diligence*

Price: Partner: **Seller (100% Stwd)**

Verbal

Lochloosa Connector-Rimes

ACRES: **239** Type: **Fee**

LOC12 SITE SCORE: **7.47** Environmental/Social Subscore: **4.80** Management/Acquisition Subscore: **2.67**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/CurrentProjects/LOC-Rimes-Evaluation.pdf

REPA SCORE: 8.18 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lochloosa%20Forest-Levy%20Prairie.htm

Comment: *In negotiations*

Price: Partner:

San Felasco Additions-Freeland

ACRES: **209** Type: **Conservation Easement**

SFA06 SITE SCORE: **6.53** Environmental/Social Subscore: **4.53** Management/Acquisition Subscore: **2.00**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Freeland%20evaluation.pdf

REPA SCORE: 7.29 REPA Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/SFA%20REPA.pdf

Comment: *In Negotiation*

Price: Partner: **Seller (100% Stwd)**

Santa Fe River-River Rise Addition ACRES: **99** Type: **Fee**

SFR25 SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Santa%20Fe%20River%20Report.htm

Comment: *Contract Requested, working on title defects*

Price: Partner: **State Parks (100% Stwd)**

Watermelon Pond-Metzger ACRES: **635** Type: **Fee**

WAT11 SITE SCORE: **6.8** Environmental/Social Subscore: **4.80** Management/Acquisition Subscore: **2.00**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Metzger%20Evaluation.pdf

REPA SCORE: 7.47 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/CurrentProjects/WAT-REPA.pdf

Comment: *Awaiting Contract Execution by BoCC*

Price: $2,142,800.00 Partner: **FFWCC (50% Stwd)**

Negotiation

Ledwith Lake-Pitts ACRES: **754** Type: **Fee**

BAR02 SITE SCORE: **8.25** Environmental/Social Subscore: **5.47** Management/Acquisition Subscore: **2.78**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/pittsrudn.pdf

REPA SCORE: 7.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/BARREPA.pdf

Comment: *2003: Impasse on price and terms. 2010: CTF has lead*

Price: Partner: **CTF (100% Acq)**

Ledwith Lake-Webb ACRES: **1,755** Type: **Conservation Easement**

BAR03 SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 7.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/BARREPA.pdf

Comment: *2003: Impasse on terms. 2010: CTF has lead*

Price: Partner: **CTF (100% Acq & Stwd)**

Gainesville Archipelago-Jurecko ACRES: **12** Type: **Fee**

GNV03 SITE SCORE: **6.53** Environmental/Social Subscore: **4.53** Management/Acquisition Subscore: **2.00**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/CurrentProjects/Jurecko%20Evaluation.pdf

REPA SCORE: 6.29 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Hogtown%20Woods.htm

Comment: *City has lead. In negotiations*

Price: Partner: **City of Gainesville (50% Acq. 100% Stwd)**

Kanapaha Prairie-Morgan ACRES: **22** Type: **Conservation Easement**

KAN05 SITE SCORE: **6.2** Environmental/Social Subscore: **4.07** Management/Acquisition Subscore: **2.13**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Morgan%20Eval.pdf

REPA SCORE: 7.18 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Kanapaha%20Prairie.htm

Comment: *Seller deciding if sale or donation is better. May also pursue Amendment 4 CE*

Price: Partner: **Seller (100% Acq& Stwd)**

Lake Forest Creek-Otto & Sweeney

ACRES: **39** Type: **Conservation Easement**

LFC11 SITE SCORE: **6.4** Environmental/Social Subscore: **4.27** Management/Acquisition Subscore: **2.13**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/CurrentProjects/Sweeney%20-%20Otto%20Evaluation.pdf

REPA SCORE: 7.42 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lake%20Forest%20Creek.htm

Comment:

Price: Partner:

Lake Forest Creek-Thomas

ACRES: **11** Type: **Conservation Easement**

LFC12 SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link:

REPA SCORE: REPA Link:

Comment:

Price: Partner:

Waldo Blueway-Dinh

ACRES: **322** Type: **Fee**

LAK03 SITE SCORE: **7.29** Environmental/Social Subscore: **4.70** Management/Acquisition Subscore: **2.59**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lake_Santa_Fe_Evaluation.pdf

REPA SCORE: 6.87 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lake%20Santa%20Fe.htm

Comment: *2011: in negotiations*

Price: Partner:

Lochloosa Connector-Geiger

ACRES: **15** Type: **Fee**

LOC22 SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link:

REPA SCORE: REPA Link:

Comment: *ACT has lead*

Price: Partner:

Northeast Flatwoods

ACRES: **7,495** Type: **Conservation Easement**

NEF01 SITE SCORE: **6.8** Environmental/Social Subscore: **4.80** Management/Acquisition Subscore: **2.00**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/NEF%20Plum%20Creek%20Timber%20Evaluation.pdf

REPA SCORE: 7.29 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Northeast%20Flatwoods.htm

Comment: *Very large tract (7,000 ac). Plum Creek and Staff working on configuration*

Price: Partner: **Seller (100% Stwd)**

River Creek Preserve-GRU

ACRES: **98** Type: **Fee**

SFR29 SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Santa%20Fe%20River%20Report.htm

Comment: *2009: Impasse on price. 2010: ACT has lead*

Price: Partner: **ACT/FCT (100% Acq & Stwd)**

Santa Fe River-Nesbitt & Skinner/Santa Fe River Ranc ACRES: **59** Type: **Fee**

SFR13 SITE SCORE: **7.7** Environmental/Social Subscore: **5.30** Management/Acquisition Subscore: **2.40**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Nesbitt%20Skinner%20Jr.pdf

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Santa%20Fe%20River%20Report.htm

Comment: *Sold to N G Wade (SFR21). Sold to Santa Fe River Ranch. 2008: rejected SRWMD offer. 2011 Owner working with County*

Price: Partner:

Santa Fe River-Pakula/Santa Fe River Ranch ACRES: **24** Type: **Fee**

SFR16 SITE SCORE: **7.37** Environmental/Social Subscore: **4.93** Management/Acquisition Subscore: **2.44**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Pauly%20Pakula%20Evaluation.pdf

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Santa%20Fe%20River%20Report.htm

Comment: *2005: Impasse on price. Sold to Santa Fe River Ranch. 2008: rejected SRWMD offer. 2011 Owner working with County*

Price: Partner:

Santa Fe River-River Creek Preserve ACRES: **443** Type: **Fee**

SFR27 SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Santa%20Fe%20River%20Report.htm

Comment: *2009: Impasse on price. ACT has lead*

Price: Partner: **ACT/FCT (100% Acq & Stwd)**

Santa Fe River-Running Over Ranch ACRES: **682** Type: **Conservation Easement**

SFR32 SITE SCORE: **6.53** Environmental/Social Subscore: **4.53** Management/Acquisition Subscore: **2.00**

Site Eval Link:

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Santa%20Fe%20River%20Report.htm

Comment: *In Negotiation*

Price: Partner: **Seller (100% Stwd)**

Santa Fe River-Shepherd & Walls/Santa Fe River Ranc ACRES: **203** Type: **Fee**

SFR03 SITE SCORE: **7.77** Environmental/Social Subscore: **5.33** Management/Acquisition Subscore: **2.44**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Shepherd%20Walls.pdf

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Santa%20Fe%20River%20Report.htm

Comment: *New Owner working with County*

Price: Partner:

Santa Fe River-Wing ACRES: **110** Type: **Conservation Easement**

SFR11 SITE SCORE: **8.98** Environmental/Social Subscore: **5.87** Management/Acquisition Subscore: **3.11**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/SFRWing%20Evaluation.pdf

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Santa%20Fe%20River%20Report.htm

Comment: *Donation. Working on CE with owner*

Price: Partner: **Seller (100% Stwd)**

Impasse

Austin Cary Forest-Bloom & Frank (House)

ACRES: **6** Type: **Fee**

AUS05 SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 7.36 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Austin%20CaryREPA.htm

Comment: *Owner retained parcel for house*

Price: Partner:

Donaldson Tracts

ACRES:**4,642** Type: **Fee**

AUS01 SITE SCORE: **7.45** Environmental/Social Subscore: **4.67** Management/Acquisition Subscore: **2.78**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/CurrentProjects/donaldson%20Eval.pdf

REPA SCORE: 7.36 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Austin%20CaryREPA.htm

Comment: *Impasse on price*

Price: Partner:

Barr Hammock Roads-Baird and Staley

ACRES: **20** Type: **Fee**

BAR07 SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 7.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/BARREPA.pdf

Comment: *Acquisition of Perry/Delcala makes this acquisition unnecessary*

Price: Partner:

Barr Hammock Roads-Beck

ACRES: **24** Type: **Fee**

BAR08 SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 7.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/BARREPA.pdf

Comment: *Acquisition of Perry/Delcala makes this acquisition unnecessary*

Price: Partner:

Barr Hammock Roads-Belcuore

ACRES: **10** Type: **Fee**

BAR09 SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 7.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/BARREPA.pdf

Comment: *Acquisition of Perry/Delcala makes this acquisition unnecessary*

Price: Partner:

Barr Hammock Roads-Dolan and Wiley

ACRES: **11** Type: **Fee**

BAR10 SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 7.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/BARREPA.pdf

Comment: *Acquisition of Perry/Delcala makes this acquisition unnecessary*

Price: Partner:

Barr Hammock Roads-Gant ACRES: **12** Type: **Fee**

BAR11 SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 7.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/BARREPA.pdf

Comment: *Acquisition of Perry/Delcala makes this acquisition unnecessary*

Price: Partner:

Barr Hammock Roads-Gwitdz/Baird and Staley ACRES: **21** Type: **Fee**

BAR15 SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 7.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/BARREPA.pdf

Comment: *Acquisition of Perry/Delcala makes this acquisition unnecessary*

Price: Partner:

Barr Hammock Roads-Meffe/Baird and Staley ACRES: **10** Type: **Fee**

BAR12 SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 7.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/BARREPA.pdf

Comment: *Acquisition of Perry/Delcala makes this acquisition unnecessary*

Price: Partner:

Barr Hammock Roads-Miskimen ACRES: **10** Type: **Fee**

BAR13 SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 7.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/BARREPA.pdf

Comment: *Acquisition of Perry/Delcala makes this acquisition unnecessary*

Price: Partner:

Barr Hammock Roads-Novell ACRES: **11** Type: **Fee**

BAR14 SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 7.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/BARREPA.pdf

Comment: *Acquisition of Perry/Delcala makes this acquisition unnecessary*

Price: Partner:

Barr Hammock Roads-Shearer ACRES: **11** Type: **Fee**

BAR16 SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 7.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/BARREPA.pdf

Comment: *Acquisition of Perry/Delcala makes this acquisition unnecessary*

Price: Partner:

Barr Hammock Roads-Smith ACRES: **10** Type: **Fee**

BAR17 SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 7.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/BARREPA.pdf

Comment: *Acquisition of Perry/Delcala makes this acquisition unnecessary*

Price: Partner:

Barr Hammock Roads-Stevenson ACRES: **16** Type: **Fee**

BAR18 SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 7.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/BARREPA.pdf

Comment: *Acquisition of Perry/Delcala makes this acquisition unnecessary*

Price: Partner:

Barr Hammock Roads-Suits ACRES: **11** Type: **Fee**

BAR19 SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 7.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/BARREPA.pdf

Comment: *Acquisition of Perry/Delcala makes this acquisition unnecessary*

Price: Partner:

Barr Hammock-Thompson ACRES: **169** Type: **Fee**

BAR20 SITE SCORE: **7.47** Environmental/Social Subscore: **4.93** Management/Acquisition Subscore: **2.54**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Thompson%20full%20eval.pdf

REPA SCORE: 7.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/BARREPA.pdf

Comment: *Impasse on price and type of deal*

Price: Partner:

Chitty-Campland ACRES: **100** Type: **Conservation Easement**

BAR04 SITE SCORE: **7.13** Environmental/Social Subscore: **4.47** Management/Acquisition Subscore: **2.66**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Chitty%20Stardust%20Ranch.pdf

REPA SCORE: 7.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/BARREPA.pdf

Comment: *In litigation between family. CTF working on NRCS/WRP funding.*

Price: Partner:

Chitty-Church Strip ACRES: **160** Type: **Conservation Easement**

BAR04 SITE SCORE: **7.13** Environmental/Social Subscore: **4.47** Management/Acquisition Subscore: **2.66**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Chitty%20Stardust%20Ranch.pdf

REPA SCORE: 7.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/BARREPA.pdf

Comment: *In litigation between family. CTF working on NRCS/WRP funding.*

Price: Partner:

Chitty-Homeplace

ACRES: **27** Type: **Conservation Easement**

BAR04 SITE SCORE: **7.13** Environmental/Social Subscore: **4.47** Management/Acquisition Subscore: **2.66**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Chitty%20Stardust%20Ranch.pdf

REPA SCORE: 7.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/BARREPA.pdf

Comment: *In litigation between family. CTF working on NRCS/WRP funding.*

Price: Partner:

Chitty-Stardust Ranch

ACRES: **73** Type: **Conservation Easement**

BAR04 SITE SCORE: **7.13** Environmental/Social Subscore: **4.47** Management/Acquisition Subscore: **2.66**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Chitty%20Stardust%20Ranch.pdf

REPA SCORE: 7.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/BARREPA.pdf

Comment: *In litigation between family. CTF working on NRCS/WRP funding.*

Price: Partner:

Little Hatchet Creek

ACRES: **504** Type: **Fee**

BBF01 SITE SCORE: **6.24** Environmental/Social Subscore: **4.12** Management/Acquisition Subscore: **2.12**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/LHC%20eval.pdf

REPA SCORE: 6.58 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Buck%20Bay%20Flatwoods.htm

Comment: *Impasse on price. City FCT grant expired*

Price: Partner:

Burnette Lake-Barber

ACRES: **20** Type: **Conservation Easement**

BUR01 SITE SCORE: **5.15** Environmental/Social Subscore: **2.93** Management/Acquisition Subscore: **2.22**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/TempleEval.pdf

REPA SCORE: 6.93 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Burnette%20Lake.htm

Comment: *Keystone parcel (Temple of the Universe) was withdrawn by owner*

Price: Partner: **Seller (100% Stwd)**

Burnette Lake-Durando

ACRES: **32** Type: **Conservation Easement**

BUR02 SITE SCORE: **6.55** Environmental/Social Subscore: **4.33** Management/Acquisition Subscore: **2.22**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/TempleEval.pdf

REPA SCORE: 6.93 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Burnette%20Lake.htm

Comment: *Keystone parcel (Temple of the Universe) was withdrawn by owner*

Price: Partner: **Seller (100% Stwd)**

Burnette Lake-Fuentes

ACRES: **20** Type: **Conservation Easement**

BUR03 SITE SCORE: **6.15** Environmental/Social Subscore: **3.93** Management/Acquisition Subscore: **2.22**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/TempleEval.pdf

REPA SCORE: 6.93 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Burnette%20Lake.htm

Comment: *Keystone parcel (Temple of the Universe) was withdrawn by owner*

Price: Partner: **Seller (100% Stwd)**

Burnette Lake-McAlister

ACRES: **3** Type: **Fee**

BUR05 SITE SCORE: **5.4** Environmental/Social Subscore: **3.60** Management/Acquisition Subscore: **1.80**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/TempleEval.pdf

REPA SCORE: 6.93 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Burnette%20Lake.htm

Comment: *Keystone parcel (Temple of the Universe) was withdrawn by owner*

Price: Partner:

Burnette Lake-Newman

ACRES: **20** Type: **Fee**

BUR06 SITE SCORE: **5.95** Environmental/Social Subscore: **3.73** Management/Acquisition Subscore: **2.22**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/TempleEval.pdf

REPA SCORE: 6.93 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Burnette%20Lake.htm

Comment: *Keystone parcel (Temple of the Universe) was withdrawn by owner*

Price: Partner:

Burnette Lake-Schultz

ACRES: **20** Type: **Conservation Easement**

BUR04 SITE SCORE: **6.15** Environmental/Social Subscore: **3.93** Management/Acquisition Subscore: **2.22**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/TempleEval.pdf

REPA SCORE: 6.93 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Burnette%20Lake.htm

Comment: *Keystone parcel (Temple of the Universe) was withdrawn by owner*

Price: Partner: **Seller (100% Stwd)**

Burnette Lake-TOTU

ACRES: **380** Type: **Conservation Easement**

BUR07 SITE SCORE: **6.89** Environmental/Social Subscore: **4.67** Management/Acquisition Subscore: **2.22**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/TempleEval.pdf

REPA SCORE: 6.93 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Burnette%20Lake.htm

Comment: *Unwilling. Was Keystone.*

Price: Partner: **Seller (100% Stwd)**

Gainesville Archipelago-Dickinson & Dickinson

ACRES: **90** Type: **Fee**

GNV02 SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 6.29 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Hogtown%20Woods.htm

Comment: *Impasse on price*

Price: Partner:

Gainesville Archipelago-Matt Dickinson

ACRES: **10** Type: **Fee**

GNV04 SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 6.29 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Hogtown%20Woods.htm

Comment: *Impasse on price*

Price: Partner:

High Springs Park

ACRES: **15** Type: **Fee**

HIG01 SITE SCORE: **6.07** Environmental/Social Subscore: **4.07** Management/Acquisition Subscore: **2.00**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/HIG%20Repa.htm

REPA SCORE: 6.07 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/HIG%20Repa.htm

Comment: *Impasse on price. City FCT Grant Expired*

Price: Partner: **City of High Springs (100% Stwd)**

Pierson Sink

ACRES: **40** Type: **Conservation Easement**

KAN04 SITE SCORE: **6.67** Environmental/Social Subscore: **4.47** Management/Acquisition Subscore: **2.20**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Eval%20Pierson%20Sink.pdf

REPA SCORE: 7.18 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Kanapaha%20Prairie.htm

Comment: *Unwilling*

Price: Partner: **Seller (100% Stwd)**

Wacahoota Road City Tract

ACRES: **237** Type: **Fee**

KAN02 SITE SCORE: **6.93** Environmental/Social Subscore: **4.27** Management/Acquisition Subscore: **2.66**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/CurrentProjects/KAN-CoG-Archery-Range%20evaluation.pdf

REPA SCORE: 7.18 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Kanapaha%20Prairie.htm

Comment: *City and County could not agree on sale*

Price: Partner:

Lake Forest Creek-Adkinson

ACRES: **12** Type: **Fee**

LFC01 SITE SCORE: **6.64** Environmental/Social Subscore: **4.24** Management/Acquisition Subscore: **2.40**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/adkinson.pdf

REPA SCORE: 7.42 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lake%20Forest%20Creek.htm

Comment: *Unwilling*

Price: Partner:

Lake Forest Creek-Daemer

ACRES: **54** Type: **Fee**

LFC04 SITE SCORE: **7.02** Environmental/Social Subscore: **4.80** Management/Acquisition Subscore: **2.22**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/daemer.pdf

REPA SCORE: 7.42 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lake%20Forest%20Creek.htm

Comment: *In negotiations over buildings*

Price: Partner:

Lake Forest Creek-Floyd

ACRES: **0** Type: **Fee**

LFC07 SITE SCORE: **5.8** Environmental/Social Subscore: **3.93** Management/Acquisition Subscore: **1.87**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Floyd%20%20Floyd%20Evaluation.pdf

REPA SCORE: 7.42 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lake%20Forest%20Creek.htm

Comment: *Impasse on price*

Price: Partner:

Lake Forest Creek-Lewis

ACRES: **1** Type: **Fee**

LFC08 SITE SCORE: **4.93** Environmental/Social Subscore: **3.07** Management/Acquisition Subscore: **1.86**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/Lewis%20Evaluation.pdf

REPA SCORE: 7.42 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lake%20Forest%20Creek.htm

Comment: *Impasse on price*

Price: Partner:

Morningside Paynes Prairie Connector-Demetree

ACRES: **63** Type: **Fee**

LFC10 SITE SCORE: **6.73** Environmental/Social Subscore: **4.47** Management/Acquisition Subscore: **2.26**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/MorningsideAdditionsEvaluation.pdf

REPA SCORE: 7.42 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lake%20Forest%20Creek.htm

Comment: *Impasse on price*

Price: Partner:

Morningside Paynes Prairie Connector-Johnson

ACRES: **70** Type: **Fee**

LFC02 SITE SCORE: **7.16** Environmental/Social Subscore: **4.60** Management/Acquisition Subscore: **2.56**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/CurrentProjects/JohnsonEvaluation.pdf

REPA SCORE: 7.42 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lake%20Forest%20Creek.htm

Comment: *Impasse on price*

Price: Partner:

Morningside Paynes Prairie Connector-Krugman

ACRES: **29** Type: **Fee**

LFC03 SITE SCORE: **6.86** Environmental/Social Subscore: **4.53** Management/Acquisition Subscore: **2.33**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/Krugman%20Kadi%20Evaluation.pdf

REPA SCORE: 7.42 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lake%20Forest%20Creek.htm

Comment: *Awaiting acquisition of Keystone (Rewis)*

Price: $12,500.00 Partner:

Lake Santa Fe-Blueberry Hills

ACRES: **112** Type: **Fee**

LAK01 SITE SCORE: **6.13** Environmental/Social Subscore: **3.80** Management/Acquisition Subscore: **2.33**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Bluberry%20Hills%20Eval.pdf

REPA SCORE: 6.87 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lake%20Santa%20Fe.htm

Comment: *2009: Impasse on Terms with Dharma Center. 2010 Forclosed. 2011 Fla Citizens Bank selling to private buyer*

Price: Partner:

Lake Santa Fe-Parker

ACRES: **206** Type: **Fee**

LAK02 SITE SCORE: **5.86** Environmental/Social Subscore: **3.53** Management/Acquisition Subscore: **2.33**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Parker%20Evaluation.pdf

REPA SCORE: 6.87 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lake%20Santa%20Fe.htm

Comment: *Impasse on price. Seller developed infrastructure and impacted property*

Price: Partner:

Waldo Blueway-Blankenship

ACRES: **141** Type: **Fee**

LAK15 SITE SCORE: **7** Environmental/Social Subscore: **4.60** Management/Acquisition Subscore: **2.40**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Blankenship.pdf

REPA SCORE: 6.87 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lake%20Santa%20Fe.htm

Comment: *Impasse on price*

Price: Partner:

Waldo Blueway-Boree & Huber

ACRES: **60** Type: **Fee**

LAK07 SITE SCORE: **7.04** Environmental/Social Subscore: **4.60** Management/Acquisition Subscore: **2.44**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/LAKBoreeEvaluation.pdf

REPA SCORE: 6.87 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lake%20Santa%20Fe.htm

Comment: *Awaiting acquisition of Keystone (Dinh)*

Price: Partner:

Waldo Blueway-Murphey

ACRES: **70** Type: **Fee**

LAK11 SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 6.87 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lake%20Santa%20Fe.htm

Comment: *Impasse on price*

Price: Partner:

Waldo Blueway-Peterson

ACRES: **93** Type: **Fee**

LAK13 SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 6.87 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lake%20Santa%20Fe.htm

Comment: *Impasse on price*

Price: Partner:

Waldo Blueway-Ramsden (house)

ACRES: **3** Type: **Fee**

LAK08 SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lake%20Santa%20Fe.htm

Comment: *House parcel. Owner lives on site*

Price: Partner:

Waldo Blueway-Straughn (road)

ACRES: **280** Type: **Fee**

LAK10 SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 6.87 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lake%20Santa%20Fe.htm

Comment: *Owner retained parcel for farm*

Price: Partner:

Waldo Blueway-Winchester

ACRES: **40** Type: **Fee**

LAK05 SITE SCORE: **6.7** Environmental/Social Subscore: **4.30** Management/Acquisition Subscore: **2.40**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/WinchesterEvaluation.pdf

REPA SCORE: 6.87 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lake%20Santa%20Fe.htm

Comment: *Awaiting acquisition of Keystone (Dinh)*

Price: Partner:

Lake Tuscawilla-Reddick/Blauer

ACRES: **75** Type: **Conservation Easement**

TUS03 SITE SCORE: **6.69** Environmental/Social Subscore: **4.13** Management/Acquisition Subscore: **2.56**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Reddick%20Evaluation.pdf

REPA SCORE: 7.13 REPA Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/TUS%20REPA.pdf

Comment: *Impasse on price. ACT has lead*

Price: Partner: **ACT/FCT (100% Acq & Stwd)**

Lake Tuscawilla-Reddick/Fagerberg

ACRES: **8** Type: **Conservation Easement**

TUS05 SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link:

REPA SCORE: REPA Link:

Comment: *Impasse on price. ACT has lead*

Price: Partner: **ACT/FCT (100% Acq & Stwd)**

Little Orange Creek

ACRES: **2,605** Type: **Fee**

LCR04 SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 7.87 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lochloosa%20Creek%20Flatwoods%20REPA.htm

Comment: *Impasse on price. Plum Creek chose NE Flatwoods for priority*

Price: Partner:

Lochloosa Creek-Phifer Flatwoods 1 acre

ACRES: **9** Type:

LCR06 SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link:

REPA SCORE: REPA Link:

Comment: *ACT retained*

Price: Partner:

Plum Creek Auction 6235 (Po Ying Sem)

ACRES: **45** Type: **Fee**

LCR02 SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 7.87 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lochloosa%20Creek%20Flatwoods%20REPA.htm

Comment: *ACT has lead*

Price: Partner:

Plum Creek Auction 6245 (SE Landfill) (Kurzyski)

ACRES: **101** Type: **Fee**

LCR03 SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 7.87 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lochloosa%20Creek%20Flatwoods%20REPA.htm

Comment: *Impasse. Access issues cannot be resolved by Owner.*

Price: Partner:

Lochloosa Connector-Andrews

ACRES: **26** Type: **Fee**

LOC13 SITE SCORE: **6.87** Environmental/Social Subscore: **3.67** Management/Acquisition Subscore: **3.20**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Full%20evaluation%20Andrews.pdf

REPA SCORE: 8.18 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lochloosa%20Forest-Levy%20Prairie.htm

Comment: *Small (26 ac) CE. Awaiting acquisition of Keystone*

Price: Partner:

Lochloosa Connector-Crevasse Lodge

ACRES: **342** Type: **Fee**

LOC20 SITE SCORE: **7.9** Environmental/Social Subscore: **5.30** Management/Acquisition Subscore: **2.60**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Crevasse%20Evaluation.pdf

REPA SCORE: 8.18 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lochloosa%20Forest-Levy%20Prairie.htm

Comment:

Price: $422,444.00 Partner: **ACT (100% Stwd)**

Lochloosa Connector-F Wood (house)

ACRES: **5** Type:

LOC18 SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 8.18 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lochloosa%20Forest-Levy%20Prairie.htm

Comment: *Unwilling*

Price: Partner:

Lochloosa Connector-Hogan1

ACRES: **80** Type: **Conservation Easement**

LOC14 SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 8.18 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lochloosa%20Forest-Levy%20Prairie.htm

Comment: *Impasse on terms. CTF has lead*

Price: Partner: **FRPP (50% Acq); Seller (100% Stwd)**

Lochloosa Connector-Hogan2

ACRES: **100** Type: **Conservation Easement**

LOC15 SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 8.18 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lochloosa%20Forest-Levy%20Prairie.htm

Comment: *Impasse on terms. CTF has lead*

Price: Partner: **FRPP (50% Acq); Seller (100% Stwd)**

Lochloosa Connector-Hogan3

ACRES: **40** Type: **Conservation Easement**

LOC16 SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 8.18 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lochloosa%20Forest-Levy%20Prairie.htm

Comment: *Impasse on terms. CTF has lead*

Price: Partner: **FRPP (50% Acq); Seller (100% Stwd)**

Lochloosa Connector-Holloway

ACRES: **176** Type: **Fee**

LOC21 SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link:

REPA SCORE: REPA Link:

Comment: *Impasse on terms in Conservation Easement*

Price: Partner: **Seller (100% Stwd)**

Lochloosa Connector-Les-Que Two

ACRES: **522** Type: **Fee**

LOC11 SITE SCORE: **6.53** Environmental/Social Subscore: **4.27** Management/Acquisition Subscore: **2.26**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/LesQueTwoeval.pdf

REPA SCORE: 8.18 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lochloosa%20Forest-Levy%20Prairie.htm

Comment: *Impasse on price*

Price: Partner:

Lochloosa Connector-McLeod Sliver Springs

ACRES:**1,115** Type: **Conservation Easement**

LOC09 SITE SCORE: **7.89** Environmental/Social Subscore: **5.00** Management/Acquisition Subscore: **2.89**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/LOC_McLeod_Evaluation.pdf

REPA SCORE: 8.18 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lochloosa%20Forest-Levy%20Prairie.htm

Comment: *Impasse on price*

Price: Partner: **Seller (100% Stwd)**

Lochloosa Connector-Richardson

ACRES: **328** Type: **Fee**

LOC05 SITE SCORE: **6.87** Environmental/Social Subscore: **4.20** Management/Acquisition Subscore: **2.67**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Richardson_Evaluation.pdf

REPA SCORE: 8.18 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lochloosa%20Forest-Levy%20Prairie.htm

Comment: *Impasse on terms in Conservation Easement. Sovereign Lands issue*

Price: Partner:

Lochloosa Connector-Tillman

ACRES: **40** Type: **Conservation Easement**

LOC17 SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 8.18 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lochloosa%20Forest-Levy%20Prairie.htm

Comment: *Impasse on terms. CTF has lead*

Price: Partner: **FRPP (50% Acq); Seller (100% Stwd)**

Plum Creek Auction 6210d

ACRES: **115** Type: **Fee**

LOC07 SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 8.18 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lochloosa%20Forest-Levy%20Prairie.htm

Comment: *Impasse on price*

Price: Partner:

Plum Creek Auction 6250e portion

ACRES: **110** Type: **Fee**

LSL01 SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 7.73 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lochloosa%20Slough%20Flatwoods.htm

Comment: *Isolated piece. Awaiting acquisition of Keystone (Plum Creek CE)*

Price: Partner:

McCormick Island

ACRES: **841** Type: **Fee**

MCC01 SITE SCORE: **7.04** Environmental/Social Subscore: **4.93** Management/Acquisition Subscore: **2.11**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/McCormick%20Island.htm

REPA SCORE: 7.04 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/McCormick%20Island.htm

Comment: *Unwilling. Soverign lands issues*

Price: Partner:

Mill Creek Northern Addition

ACRES: **205** Type: **Full Fee**

MLL03 SITE SCORE: **7.53** Environmental/Social Subscore: **3.73** Management/Acquisition Subscore: **3.80**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/James_Evaluation.pdf

REPA SCORE: 7.40 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Mill%20Creek%20REPA.htm

Comment: *Impasse on price*

Price: Partner:

IFAS Unit

ACRES: **520** Type: **Fee**

MHF03 SITE SCORE: **6.35** Environmental/Social Subscore: **4.13** Management/Acquisition Subscore: **2.22**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/IFAS_Evaluation.pdf

REPA SCORE: 6.98 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Millhopper%20Flatwoods.htm

Comment: *Could not come to terms on lease*

Price: Partner: **ACT (100% Stwd)**

Paynes Prairie Additions-Priaire View Trust

ACRES: **181** Type: **Fee**

PPA03 SITE SCORE: **7.6** Environmental/Social Subscore: **4.93** Management/Acquisition Subscore: **2.67**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Prairie_View_Evaluation.pdf

REPA SCORE: 6.98 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Paynes_Prairie_Addition.htm

Comment: *Unwilling. May donate parcel after mitigation credits sold*

Price: Partner:

San Felasco Additions-Beaver Creek

ACRES: **39** Type: **Fee**

SFA01 SITE SCORE: **6.38** Environmental/Social Subscore: **4.27** Management/Acquisition Subscore: **2.11**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Beaver_Creek_Evaluation.pdf

REPA SCORE: 7.29 REPA Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/SFA%20REPA.pdf

Comment: *Rejected by the BoCC*

Price: $1,000,000.00 Partner:

San Felasco Additions-Shermyen

ACRES: **80** Type: **Fee**

SFA02 SITE SCORE: **6.47** Environmental/Social Subscore: **3.80** Management/Acquisition Subscore: **2.67**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Shermyen_Evaluation.pdf

REPA SCORE: 7.29 REPA Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/SFA%20REPA.pdf

Comment: *Could not agree on terms in Conservation Easement*

Price: Partner:

Konish Tract

ACRES: **0** Type: **Fee**

SFR01 SITE SCORE: **6.9** Environmental/Social Subscore: **4.20** Management/Acquisition Subscore: **2.70**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/PoeSOE.pdf

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Santa%20Fe%20River%20Report.htm

Comment: *Impasse on price*

Price: Partner:

Konish Tract-Burton

ACRES: **5** Type: **Fee**

SFR24 SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link:

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/CurrentProjects/WAT-REPA.pdf

Comment: *Impasse on price*

Price: Partner:

Konish Tract-Deloach

ACRES: **8** Type: **Fee**

SFR22 SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link:

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/CurrentProjects/WAT-REPA.pdf

Comment: *Impasse on price*

Price: Partner:

Konish Tract-Poe Springs Properties

ACRES: **20** Type: **Fee**

SFR23 SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link:

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/CurrentProjects/WAT-REPA.pdf

Comment: *Impasse on price*

Price: Partner:

Mud Swamp Additions-Ajlani

ACRES: **40** Type: **Fee**

SFR06 SITE SCORE: **5.33** Environmental/Social Subscore: **3.33** Management/Acquisition Subscore: **2.00**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Ajlani.pdf

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Santa%20Fe%20River%20Report.htm

Comment: *Impasse on price*

Price: Partner:

Mud Swamp Additions-Gainey

ACRES: **30** Type: **Fee**

SFR09 SITE SCORE: **6.93** Environmental/Social Subscore: **4.60** Management/Acquisition Subscore: **2.33**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Gainey.pdf

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Santa%20Fe%20River%20Report.htm

Comment: *Impasse on price*

Price: Partner:

River Creek Preserve-Bradham

ACRES: **94** Type: **Fee**

SFR31 SITE SCORE: **6.73** Environmental/Social Subscore: **4.73** Management/Acquisition Subscore: **2.00**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Bradham%20-%20Plum%20Creek%20Evaluation.pdf

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Santa%20Fe%20River%20Report.htm

Comment: *Impasse on price*

Price: Partner: **ACT/FCT (100% Acq & Stwd)**

River Creek Preserve-Jensen

ACRES: **20** Type: **Fee**

SFR28 SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Santa%20Fe%20River%20Report.htm

Comment: *Awaiting acquisition of Keystone (River Creek Preserve)*

Price: Partner: **Seller (100% Stwd)**

Santa Fe River-AP&E Addition (Eddy & Hodges)

ACRES: **5** Type: **Fee**

SFR26 SITE SCORE: **6.67** Environmental/Social Subscore: **4.13** Management/Acquisition Subscore: **2.54**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/Eddy%20Hodges%20Evaluation.pdf

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Santa%20Fe%20River%20Report.htm

Comment: *Impasse on price*

Price: Partner:

Santa Fe River-Lundgren

ACRES: **292** Type: **Conservation Easement**

SFR05 SITE SCORE: **7.7** Environmental/Social Subscore: **5.00** Management/Acquisition Subscore: **2.70**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Lundgren%20Evaluation.pdf

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Santa%20Fe%20River%20Report.htm

Comment: *Could not come to terms in Conservation Easement*

Price: Partner: **Seller (100% Stwd)**

Santa Fe River-Mims

ACRES: **10** Type: **Conservation Easement**

SFR02 SITE SCORE: **7.43** Environmental/Social Subscore: **4.87** Management/Acquisition Subscore: **2.56**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Mims%20SFR.pdf

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Santa%20Fe%20River%20Report.htm

Comment: *Impasse on price and awaiting keystone (Shepherd/Abdoni)*

Price: Partner: **SRMWD (100% Acq & Stwd)**

Santa Fe River-Palmore

ACRES: **92** Type: **Conservation Easement**

SFR18 SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Santa%20Fe%20River%20Report.htm

Comment: *Impasse on price*

Price: Partner: **Seller (100% Stwd)**

Santa Fe River-Rawls

ACRES: **180** Type: **Conservation Easement**

SFR10 SITE SCORE: **7.67** Environmental/Social Subscore: **5.00** Management/Acquisition Subscore: **2.67**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Rawls%20evaluation.pdf

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Santa%20Fe%20River%20Report.htm

Comment: *Unwilling*

Price: Partner: **Seller (100% Stwd)**

Santa Fe River-Rayonier #1/Eaton

ACRES: **42** Type: **Fee**

SFR07 SITE SCORE: **7.2** Environmental/Social Subscore: **4.80** Management/Acquisition Subscore: **2.40**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Rayonier1%20SFR%20evaluation.pdf

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Santa%20Fe%20River%20Report.htm

Comment: *New Owner willing to sell Fee. Rejected Offer 6/17/2011*

Price: Partner:

Santa Fe River-Rayonier #1/Southall

ACRES: **84** Type: **Fee**

SFR33 SITE SCORE: **7.2** Environmental/Social Subscore: **4.80** Management/Acquisition Subscore: **2.40**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Rayonier1%20SFR%20evaluation.pdf

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Santa%20Fe%20River%20Report.htm

Comment: *Sold to another owner. No response*

Price: Partner:

Santa Fe River-Rayonier #2

ACRES: **384** Type: **Fee**

SFR19 SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Santa%20Fe%20River%20Report.htm

Comment: *Title Defect*

Price: Partner:

Santa Fe River-Smith ACRES: **40** Type: **Fee**

SFR20 SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Santa%20Fe%20River%20Report.htm

Comment: *Impasse on price. Access issue*

Price: Partner:

Santa Fe River-Zinn ACRES: **41** Type: **Conservation Easement**

SFR17 SITE SCORE: **5.07** Environmental/Social Subscore: **2.80** Management/Acquisition Subscore: **2.27**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Zinn%20evaluation.pdf

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Santa%20Fe%20River%20Report.htm

Comment: *Unwilling*

Price: Partner: **Seller (100% Stwd)**

Humphrey Tract ACRES: **10** Type: **Conservation Easement**

BAT01 SITE SCORE: **6.22** Environmental/Social Subscore: **4.00** Management/Acquisition Subscore: **2.22**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/BAT%20REPA.pdf

REPA SCORE: 6.22 REPA Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/BAT%20REPA.pdf

Comment: *Could not come to terms in Conservation Easement*

Price: Partner: **Seller (100% Stwd)**

Section 11-Brennan ACRES: **40** Type: **Conservation Easement**

WAT04 SITE SCORE: **7.22** Environmental/Social Subscore: **4.33** Management/Acquisition Subscore: **2.89**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Section%2011%20Evaluation.pdf

REPA SCORE: 7.47 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/CurrentProjects/WAT-REPA.pdf

Comment: *Impasse on price*

Price: Partner: **Seller (100% Stwd)**

Section 11-Elliott ACRES: **40** Type: **Conservation Easement**

WAT05 SITE SCORE: **7.13** Environmental/Social Subscore: **4.13** Management/Acquisition Subscore: **3.00**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Section%2011%20Evaluation.pdf

REPA SCORE: 7.47 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/CurrentProjects/WAT-REPA.pdf

Comment: *Impasse on price*

Price: Partner: **Seller (100% Stwd)**

Section 11-Howell ACRES: **35** Type: **Conservation Easement**

WAT02 SITE SCORE: **7.47** Environmental/Social Subscore: **4.47** Management/Acquisition Subscore: **3.00**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Section%2011%20Evaluation.pdf

REPA SCORE: 7.47 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/CurrentProjects/WAT-REPA.pdf

Comment: *Could not come to terms in Conservation Easement*

Price: Partner: **Seller (100% Stwd)**

Section 11-Howell

ACRES: **1** Type: **Conservation Easement**

WAT09 SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 7.47 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/CurrentProjects/WAT-REPA.pdf

Comment: *Could not come to terms in Conservation Easement*

Price: Partner: **Seller (100% Stwd)**

Section 11-Warny

ACRES: **80** Type: **Conservation Easement**

WAT06 SITE SCORE: **7.42** Environmental/Social Subscore: **4.53** Management/Acquisition Subscore: **2.89**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Section%2011%20Evaluation.pdf

REPA SCORE: 7.47 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/CurrentProjects/WAT-REPA.pdf

Comment: *Unwilling*

Price: Partner: **Seller (100% Stwd)**

Note: This Report does not include conserved sites. Report is sorted by Status-Project-Element

Note: No Element score is reported when site evaluation was not performed. An Element is a complete ownership within a project and is considered one deal

Note: REPA is the Rapid Ecological Project Assessment, whihc is the macro boundary containing many individual ownerships (Elements)

Note: Partnerships Acq = Acquisition; Stwd = Stewardship

September 27, 2011 Regular BoCC Meeting
Agenda Item #72

Title
Correction of Scriveners Error on the Local Agency Program (LAP) Agreement for the Archer Braid Multi-Use Path/Trail, Phase 2 (Amended)

Amount
N/A

Description
Correction of Scriveners Error on the Local Agency Program (LAP) Agreement for the Archer Braid Multi-Use Path/Trail, Phase 2

Recommendation
Receive corrected agreement on the Local Agency Program Agreement for the Archer Braid Multi-Use Path/Trail, Phase 2.

Alternative(s)
N/A

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

Originating Department
Public Works

Attachment(s) Description
LAP Agreement - Design of the Archer Braid Multi-Use Path/Trail, Phase 2 from SR24/Archer Road to Kanapaha Park dated July 21, 2011 between the Florida Department of Transportation (FDOT) and Alachua County

Documents Requiring Action
N/A

Executive Summary
On April 26th, 2011, BoCC approved a LAP agreement with FDOT for the design of the Archer Braid Multi-Use Path/Trail, Phase 2. Subsequent to the BoCC's approval of the LAP agreement, the FDOT noted that there was a scrivener's error on the funding year for design. Prior to executing the LAP Agreement on July 21, 2011, FDOT corrected the funding year for design to 2011-2012 in Exhibit 'B'.

Background
As part of the FDOT's five-year work program, the County will be undertaking the design of the Archer Braid Multi-Use Path/Trail, Phase 2 from the intersection of Archer Road and SW 91st Street to Kanapaha Park. It is anticipated that the trail will be located in rights-of-way of SW 91st Street, SW 46th Boulevard and SW 75th Street. The FDOT requires a LAP Agreement and enabling Resolution for the project in order to proceed with design. On April 26th, 2011, BoCC approved the LAP agreement for the design of the Archer Braid Multi-Use Path /Trail, Phase 2. The LAP agreement was executed by the FDOT on July 21, 2011.

Issues

N/A

Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

Funding Sources
N/A

Account Code(s)
307-7914-331.49-00

Attachment: Phase 2 Executed LAP.pdf

RESOLUTION 11-46

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, ESTABLISHING BUDGET TO ADMINISTER UNANTICIPATED REVENUES RECEIVED FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on this date the Board approved the Local Agency Program Agreement for the Design of Archer Braid Bike Path/Trail from SR 24/Archer Road to Kanapaha Park with the Florida Department of Transportation;

WHEREAS, the Local Agency Program Agreement has been received from the Florida Department of Transportation;

WHEREAS, it is necessary to amend the budget within the FY11 Archer Braid, Phase II Fund to account for and administer unanticipated revenues;

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

1. That the budget within the FY11 Archer Braid, Phase II Fund be amended, and the same is hereby, approved.

2. That the fiscal year 2010-11 budget for the FY11

Archer Braid, Phase II Fund is hereby amended as reflected in the budget amendment attached hereto. 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 26th day of April, 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

J.K. "Buddy" Irby, Clerk of the Circuit & County Court, Eighth Judicial Circuit of Florida, in and for Alachua County, hereby certifies this to be a true and correct copy of the document now of record in this office. Witness my hand and seal this 12th day of May, 2011.
J.K. "Buddy" Irby, Clerk of the Circuit & County Court
By: _____
Deputy Clerk

Florida Department of Transportation

RICK SCOTT
GOVERNOR

1109 South Marion Avenue
Lake City, FL 32025-5874

ANANTH PRASAD, P.E.
SECRETARY

July 22, 2011

Ms. Ha Nguyen, P.E., Alachua County Public Works
Alachua County Public Works Department
P.O. Box 1188
Gainesville, Florida

Subject: **LOCAL AGENCY PROGRAM AGREEMENT**
Design of the Archer Braid Bike Path / Trail
from SR 24 / Archer Road to Kanapaha Park
Financial Project ID: 429029-1-38-01

Dear Ms. Nguyen:

This letter serves as your **Authorization to Advertise for Design Services** of Archer Braid Bike Path / Trail from SR 24 / Archer Road to Kanapaha Park in Alachua County. Design funds in the amount of **$150,000.00** are available to use after July 25, 2011. Any design charges prior to July 25, 2011 will not be eligible for reimbursement.

Please send the Request for Proposal to the Department for review and approval before advertisement. The Agency is required to provide a copy of the design plans for the Department's file.

Should you have questions or need additional information, I can be reached at 1-800-749-2967, Extension 7745.

Sincerely,

Katrina Sadler

Katrina Sadler
Planning Program Administrator

KS:ke
Enclosures

CC: Karen Taulbee, Jacksonville Urban Planning

FPN: 429029-1-38-01	Fund: SE	FLAIR Approp: 088717
Federal No:	Org Code: 55023010248	FLAIR Obj: 790089
FPN:	Fund:	FLAIR Approp:
Federal No:	Org Code:	FLAIR Obj:
FPN:	Fund:	FLAIR Approp:
Federal No:	Org Code:	FLAIR Obj:
FPN:	Fund:	FLAIR Approp:
Federal No:	Org Code:	FLAIR Obj:
County No:	Contract No:	Vendor No:

Data Universal Number System (DUNS) No: 80-939-7102

Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS AGREEMENT, made and entered into this 21st day of July, 2011 by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the Department, and Alachua County Board of County Commissioners hereinafter called the Agency.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into this Agreement and to undertake the project hereinafter described; and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under Section 339.12, Florida Statutes, to enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is to provide for the Department's participation in the design of the Archer Braid Bike Path / Trail from SR 24 / Archer Road to Kanapaha Park in Alachua County, Florida and as further described in Exhibit "A" attached hereto and by this reference made a part hereof, hereinafter called the "project," and to provide Department financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

1.01 Attachments: Exhibit(s) A,B,F,L & 1 are attached and made a part hereof.

2.01 General Requirements: The Agency shall complete the project as described in Exhibit "A" with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part hereof as if fully set forth herein. Time is of the essence as to each and every obligation under this Agreement.

A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in charge of each project.

Removal of Any Unbilled Funds

If Agency fails to timely perform its obligations in submitting invoices and documents necessary for the close out of the project, and said failure results in a loss of the remaining unbilled funding either by Federal withdrawal of funds or loss of State appropriation authority (which may include both federal funds and state funds, if any state funds are on the project), Agency will be responsible for the remaining unbilled funds on the project. No other funds will be provided by the Department. Agency waives the right to contest such removal of funds by the Department, if said removal is directly related to Federal (FHWA) withdrawal of funds or loss of State appropriation authority due to Local Agency's failure or nonperformance. In addition to loss of funding, the Department will consider de-certification of said Agency for future LAP projects.

Removal of All Funds

If all funds are removed from the project, including amounts previously billed to the Department and reimbursed to the Agency, and the project is off the state highway system, then the department will have to request repayment for the previously billed amounts from the Local Agency. No state funds can be used on off-system projects.

2.02 Expiration of Agreement: The Agency agrees to complete the project on or before December 31, 2012. If the Agency does not complete the project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

2.03 Pursuant to Federal, State, and Local Laws: In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.04 Agency Funds: The Agency shall initiate and prosecute to completion all proceedings necessary, including federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the project.

2.05 Submission of Proceedings, Contracts, and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the project as the Department and the Federal Highway Administration (FHWA) may require.

3.00 Project Cost:

3.01 Total Cost: The total cost of the project is $ 150,000.00. This amount is based upon the schedule of funding in Exhibit "B." The Agency agrees to bear all expenses in excess of the total cost of the project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 4.00.

3.02 Department Participation: The Department agrees to participate, including contingencies, in the project cost to the extent provided in Exhibit "B." This amount includes federal-aid funds which are limited to the actual amount of federal-aid participation.

3.03 Limits on Department Funds: Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible project costs is subject to:

a) Legislative approval of the Department's appropriation request in the work program year that the project is scheduled to be committed;

b) Availability of funds as stated in paragraphs 3.04 and 3.05 of this Agreement;

c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

d) Department approval of the project scope and budget at the time appropriation authority becomes available.

3.04 Appropriation of Funds: The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

3.05 Multi-Year Commitment: In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"(a) The department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as

available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

3.06 Notice-to-Proceed: No cost may be incurred under this Agreement until the Agency has received a written Notice-to-Proceed from the Department.

3.07 Limits on Federal Participation: Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable Federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or project costs in part or in total.

For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

4.00 Project Estimate and Disbursement Schedule: Prior to the execution of this Agreement, a project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the project, and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved schedule of funding for the project. The schedule of funding may be revised by mutual written agreement between the Department and the Agency. If revised, a copy of the revision should be forwarded to the Department's Comptroller and to the Department's Federal-aid Program Office. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.

5.00 Records:

5.01 Establishment and Maintenance of Accounting Records: Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for 5 years after the final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the project records, together with supporting documents and records of the Agency and all subcontractors performing work on the project and all other records of the Agency and subcontractors considered necessary by the Department for a proper audit of costs. If any litigation, claim or audit is started before the expiration of the 5-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

5.02 Costs Incurred for Project: The Agency shall charge to the project account all eligible costs of the project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

5.03 Documentation of Project Costs: All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

5.04 Audit Reports: Recipients of federal and state funds are to have audits done annually using the following criteria:

The administration of resources awarded by the Department to the Agency may be subject to audits and/or monitoring by the Department, as described in this section.

Monitoring: In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, as revised (see "Audits" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the FDOT's Office of Inspector General (OIG), and the Chief Financial Officer (CFO) or Auditor General.

Audits

Part I - Federally Funded: Recipients of federal funds (i.e., state, local government or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the recipient expends $500,000 or more in federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit "1" of this Agreement indicates federal resources awarded through the Department by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1 the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

3. If the recipient expends less than $500,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

Part II - State Funded: Recipients of state funds (i.e., a non-state entity as defined by Section 215.97(2) (l), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year of such recipient, the recipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes, applicable rules of the Executive Office of the Governor and the CFO, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "1" to this Agreement indicates state financial assistance awarded through the Department by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other non-state entities. State financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2) (d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient

elects to have audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

Part III - Other Audit Requirements: The recipient shall follow up and take corrective action on audit findings. Preparation of a Summary Schedule of Prior Year Audit Findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

Part IV - Report Submission:

1. Copies of financial reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this Agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

   a) The Department at each of the following address(es):

      Ms. Kim Evans, District LAP/JPA Coordinator
      PLEMO Department - MS 2014
      1109 South Marion Avenue
      Lake City, Florida 32025

   b) The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised), at the following address:

      Federal Audit Clearinghouse
      Bureau of the Census
      1201 East 10th Street
      Jeffersonville, IN 47132

   c) Other federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. In the event that a copy of the financial reporting package required by Part I of this Agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to Section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited Schedule of Expenditures of Federal Awards directly to each of the following:

   Ms. Kim Evans, District LAP/JPA Coordinator
   PLEMO Department - MS 2014
   1109 South Marion Avenue
   Lake City, Florida 32025

   In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the financial reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any Management Letters issued by the auditor, to the Department at each of the following addresses:

   Ms. Kim Evans, District LAP/JPA Coordinator
   PLEMO Department - MS 2014

1109 South Marion Avenue
Lake City, Florida 32025

3. Copies of the financial reporting package required by Part II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:

a) The Department at each of the following address(es):

Ms. Katrina, Sadler, Planning Programs Administrator
PLEMO Department - MS 2014
1109 South Marion Avenue
Lake City, Florida 32025

b) The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or the Management Letter required by Part III of this Agreement shall be submitted by or on behalf of the recipient directly to:

a) The Department at each of the following address(es):

Ms. Kim Evans, District LAP/JPA Coordinator
PLEMO Department - MS 2014
1109 South Marion Avenue
Lake City, Florida 32025

5. Any reports, Management Letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted in a timely manner in accordance with OMB Circular A-133, as revised, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133, as revised, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the financial reporting package was delivered to the recipient in correspondence accompanying the financial reporting package.

Part V - Record Retention: The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least 5 years from the date the audit report is issued and shall allow the Department or its designee, the state CFO or Auditor General access to such records upon request. The recipient shall ensure that the independent audit documentation is made available to the Department, or its designee, the state CFO or Auditor General upon request for a period of at least 5 years from the date the audit report is issued, unless extended in writing by the Department.

5.05 Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives and authorized agents of FHWA to inspect all work, workmanship, materials, payrolls, and records and to audit the books, records, and accounts pertaining to the financing and development of the project.

The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement (Section 287.058(1)(c), Florida Statutes).

5.06 Uniform Relocation Assistance and Real Property Statistical Report: For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation

assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

6.00 Requisitions and Payments: Requests for reimbursement for fees or other compensation for services or expenses incurred shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof (Section 287.058(1)(a), Florida Statutes).

All recipients of funds from this Agreement, including those contracted by the Agency, must submit bills for any travel expenses, when authorized by the terms of this Agreement, in accordance with Section 112.061, Florida Statutes, and Chapter 3-"Travel" of the Department's Disbursement Operations Manual, Topic 350-030-400 (Section 287.058(1)(b), Florida Statutes).

If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

7.00 Department Obligations: Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

7.01 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof or in or with respect to any document of data furnished therewith or pursuant hereto;

7.02 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement or payments to the project;

7.03 Approval by Department: The Agency shall have taken any action pertaining to the project which, under this Agreement, requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

7.04 Conflict of Interests: There has been any violation of the conflict of interest provisions contained here in paragraph 12.07.

7.05 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

7.06 Federal Participation: The Department may suspend or terminate payment for that portion of the project which the FHWA, or the Department acting in lieu of FHWA, may designate as ineligible for federal-aid.

7.07 Disallowed Costs: In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement or the date of authorization, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7.08 Final Invoices: The Agency must submit the final invoice on the project to the Department within 120 days after the completion of the project. Invoices submitted after the 120-day time period may not be paid.

8.00 Termination or Suspension of Project:

8.01 Termination or Suspension Generally: The Department may, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the

Department requires such termination.

(a) If the Department determines that the performance of the Agency is not satisfactory, the Department shall notify the Agency of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Agency of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Department may either (1) immediately terminate the Agreement as set forth in paragraph 8.(b) below, or (2) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Department chooses to take action and not terminate the Agreement, the Agency shall, upon demand, promptly reimburse the Department for any and all costs and expenses incurred by the Department in correcting the deficiency.

(b) If the Department terminates the Agreement, the Department shall notify the Agency of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

(c) If the Agreement is terminated before the project is completed, the Agency shall be paid only for the percentage of the project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress will become the property of the Department and will be turned over promptly by the Agency.

8.02 Action Subsequent to Notice-of-Termination or Suspension: Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; (b) furnish a statement of the project activities and contracts and other undertakings the cost of which are otherwise includable as project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

9.00 Contracts of Agency:

9.01 Third Party Agreements: Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

9.02 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects. In all cases, the Agency's attorney shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

10.00 Disadvantaged Business Enterprise (DBE) Policy and Obligation: It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement. Furthermore, the Agency agrees that:

(a) Each financial assistance agreement signed with a US-DOT operating administration (or a primary recipient) must include the following assurance:

> "The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. Part 26. The recipient shall take all necessary and reasonable steps under 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 C.F.R. Part 26 and as approved by Department, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.)."

(b) Each contract signed with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

> "The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate."

11.00 Compliance with Conditions and Laws: The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, when applicable.

12.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

12.01 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development of operation of the project, except contracts for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

12.02 Title VI – Civil Rights Act of 1964: The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

The Agency shall include provisions in all contracts with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

12.03 Americans with Disabilities Act of 1990 (ADA): The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.

12.04 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not

submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

12.05 Discrimination: In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

12.06 Suspension, Revocation, Denial of Qualification or Determination of Contractor Non-Responsibility: An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

12.07 Prohibited Interests: Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the project or any property included or planned to be included in the project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement.

The Agency shall insert in all contracts entered into in connection with the project or any property included or planned to be included in any project, and shall require its contractors to insert in each of their subcontracts, the following provision:

> "No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

12.08 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

13.00 Miscellaneous Provisions:

13.01 Environmental Regulations: The Agency will be solely responsible for compliance with all the applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits.

13.02 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

13.03 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

13.04 How Agreement Is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

13.05 Bonus or Commission: By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

13.06 State Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

13.07 Plans and Specifications: In the event that this Agreement involves constructing and equipping of facilities on the State Highway System, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the project and comments or recommendations covering any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department. The Agency will physically include Form FHWA-1273 in all its contracts and subcontracts.

13.08 Right-of-Way Certification: Upon completion of right-of-way activities on the project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to advertisement for or solicitation of bids for construction of the project, including those projects for which no right-of-way is required.

13.09 Agency Certification: The Agency will certify in writing, prior to project closeout that the project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the project is accepted by the Agency as suitable for the intended purpose.

13.10 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

13.11 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

13.12 Restrictions on Lobbying:

Federal: The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

State: No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

13.13 Maintenance: The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency ☒ will ☐ will not maintain the improvements made for their useful life.

13.14 Vendors Rights: Vendors (in this document identified as the Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has 5 working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days after receipt of the invoice and the receipt, inspection, and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), Florida Statutes, will be due and payable in addition to the invoice amount to the Agency. Interest penalties of less than one $1 will not be enforced unless the Agency requests payment. Invoices which have to be returned to the Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at 850-413-5516 or by calling the State Comptroller's Hotline, 877-693-5236.

13.15 Reimbursement of Federal Funds:

The Agency shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Agency and FHWA requires reimbursement of the funds, the Agency will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement. Federal Economic Stimulus awards do not exempt the Agency from adherence to federal guidelines, procedures, and regulations.

13.16 E- VERIFY

The Agency shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the Agency during the term of the Contract to perform employment duties within Florida; and

2. All persons, contractors, including subcontractors, assigned by the Agency to perform work pursuant to the contract with the Department.

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

AGENCY ALACHUA COUNTY
a Florida Governmental Authority

By: _____
Name:
Title: LEE PINKOSON, CHAIR

Attest: _____
Title:

ATTEST:
J. K. IRBY, CLERK

As to form:

_____
Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____
Name: Alan R. Mosley, P.E.
Title: District Two Secretary

Attest: _____
Title: Admin. Assist.

STATE OF FLORIDA · DEPARTMENT OF TRANSPORTATION

Legal Review:

_____ 7.18.11
Office of the General Counsel

See attached Encumbrance Form for date of funding approval by Comptroller.

Florida Department of Transportation

RICK SCOTT
GOVERNOR

1109 S. Marion Avenue
Lake City, FL 32025

ANANTH PRASAD, P.E.
SECRETARY

MEMORANDUM

DATE: July 11, 2011

TO: Ananth Prasad, Asst. Secretary for District Operations & Engineering

FROM: Alan R. Mosley, P.E., District ~~Two Secretary~~

COPIES: Nick Tsengas, Robert L. Parks, Joye Brown

SUBJECT: Delegation of Authority

I will be out of the District July 14 thru July 29, 2011. During my absence, I hereby delegate my authority to Nick Tsengas, Director of Transportation Operations, to handle any issues and signature requirements that may arise during this time. If Director Tsengas is out of the office, Director Robert L. Parks is delegated my authority to handle any issues and signature requirements that may arise during this time.

ARM:lal

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 429029-1-38-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and the Alachua County Board of County Commissioners

Dated July 21, 2011

PROJECT LOCATION:

The project ___ is X___ is not on the National Highway System.

The project ___ is X___ is not on the State Highway System.

PROJECT DESCRIPTION: Design of the Archer Braid Bike Path / Trail from SR 24 / Archer Road to Kanapaha Park

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of state funding action (receipt and disbursement of funds), any federal or local funding action, and the funding action from any other source with respect to the project.

The Agency is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Agency shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

Design to be completed by December 31, 2012.

If this schedule cannot be met, the Agency will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of federal funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

EXHIBIT "B"

SCHEDULE OF FUNDING

AGENCY NAME & BILLING ADDRESS	FPN: 429029-1-38-01
Ms. Ha Nguyen, P.E., Alachua County Public Works Alachua County Public Works Department P.O. Box 1188 Gainesville, Florida	

PROJECT DESCRIPTION

Name: Design of the Archer Braid Bike Path / Trail

Length: approx. 3.457 miles

Termini: from SR 24 / Archer Road to Kanapaha Park

TYPE OF WORK By Fiscal Year		FUNDING (1) TOTAL PROJECT FUNDS	FUNDING (2) AGENCY FUNDS	FUNDING (3) STATE & FEDERAL FUNDS
Planning	2009-2010			
	2010-2011			
	2011-2012			
	Total Planning Cost			
Project Development & Environment (PD&E)	2008-2009			
	2009-2010			
	2010-2011			
	Total PD&E Cost			
Design	2009-2010			
	2010-2011			
	2011-2012	$ 150,000.00		$ 150,000.00
	Total Design Cost	$ 150,000.00		$ 150,000.00
Right-of-Way	2008-2009			
	2009-2010			
	2010-2011			
	Total Right-of-Way Cost			
Construction	2008-2009			
	2009-2010			
	2010-2011			
	2011-2012			
	Total Construction Cost			
Construction Engineering and Inspection (CEI)	2008-2009			
	2009-2010			
	2010-2011			
	Total CEI Cost			
	Total Construction and CEI Costs			
	TOTAL COST OF THE PROJECT	$ 150,000.00		$ 150,000.00

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.

Financial Project No.: 429029-1-38-01
Federal No.: _____

Exhibit F
Standard Financial Provisions

1. The Department agrees to pay the Alachua County BOCC for the herein described services at compensation as detailed in this Agreement.

2. The Participant shall furnish the services with which to construct the PROJECT. Said PROJECT consists of the design of the Archer Braid Bike Path / Trail from SR 24 / Archer Road to Kanapaha Park in Alachua County, Florida.

3. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Department's Comptroller under ***Section 334.044(29), F.S.,*** or by the Department of Financial Services under ***Section 215.422(14), F.S.***

4. The Participant shall provide the following quantifiable, measurable and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. Said deliverables consists of design of a bike path / trail.

5. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof, based on the quantifiable, measurable and verifiable units of deliverables as established in Section 4 above, and must be received and accepted in writing by the Contract Manager prior to payments.

6. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's ***Travel Form No. 300-000-01*** and will be paid in accordance with ***Section 112.061, F.S.***

7. Participants providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has 5 working days to inspect and approve the goods and services. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

8. If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to ***Section 55.03(1), F.S.***, will be due and payable, in addition to the invoice amount, to the Participant. Interest penalties of less than one (1) dollar will not be enforced unless the Participant requests payment. Invoices that have to be returned to a Participant because of Participant preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

9. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Participants who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Department of Financial Services Hotline at 1-877-693-5236.

10. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Participant's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

11. In the event this contract is for services in excess of $25,000.00 and a term for a period of more than 1 year, the provisions of ***Section 339.135(6)(a), F.S.***, are hereby incorporated:

    "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000.00 and which have a term for a period of more than 1 year."

12. The Department's obligation to pay is contingent upon an annual appropriation by the Florida Legislature.

EXHIBIT "L"

LANDSCAPE MAINTENANCE AGREEMENT (LMA)

Paragraph 13.13 is expanded by the following:

The Department and the Agency agree as follows:

1. Until such time as the project is removed from the project highway pursuant to paragraphs 3 and 5 of this LMA, the Agency shall, at all times, maintain the project in a reasonable manner and with due care in accordance with all applicable Department guidelines, standards, and procedures hereinafter called "Project Standards." Specifically, the Agency agrees to:

a) Properly water and fertilize all plants, keeping them as free as practicable from disease and harmful insects;

b) Properly mulch plant beds;

c) Keep the premises free of weeds;

d) Mow and/or cut the grass to the proper length;

e) Properly prune all plants which responsibility includes removing dead or diseased parts of plants and/or pruning such parts thereof which present a visual hazard for those using the roadway; and

f) Remove or replace dead or diseased plants in their entirety, or remove or replace those plants that fall below original Project Standards.

The Agency agrees to repair, remove or replace at its own expense all or part of the project that falls below Project Standards caused by the Agency's failure to maintain the same in accordance with the provisions of this LMA. In the event any part or parts of the project, including plants, has to be removed and replaced for whatever reason, then they shall be replaced by parts of the same grade, size, and specification as provided in the original plans for the project. Furthermore, the Agency agrees to keep litter removed from the project highway.

2. Maintenance of the project shall be subject to periodic inspections by the Department. In the event that any of the aforementioned responsibilities are not carried out or are otherwise determined by the Department to not be in conformance with the applicable Project Standards, the Department, in addition to its right of termination under paragraph 4(a), may at its option perform any necessary maintenance without the need of any prior notice and charge the cost thereof to the Agency.

3. It is understood between the parties hereto that any portion of or the entire project may be removed, relocated or adjusted at any time in the future as determined to be necessary by the Department in order that the adjacent state road be widened, altered or otherwise changed to meet with the future criteria or planning of the Department. The Agency shall be given notice regarding such removal, relocation or adjustment and shall be allowed 60 days to remove all or part of the project at its own cost. The Agency will own that part of the project it removed. After the 60-day removal period, the Department will become the owner of the unresolved portion of the project, and the Department then may remove, relocate or adjust the project as it deems best, with the Agency being responsible for the cost incurred for the removal of the project.

4. This LMA may be terminated under any one of the following conditions:

a) By the Department, if the Agency fails to perform its duties under this LMA following 15 days' written notice; or

EXHIBIT "L" (continued)

LANDSCAPE MAINTENANCE AGREEMENT (LMA)

b) By either party following 60-calendar days' written notice.

5. In the event this LMA is terminated in accordance with paragraph 4 hereof, the Agency shall have 60 days after the date upon which this LMA is effectively terminated to remove all or part of the remaining project at its own cost and expense. The Agency will own that part of the project it removed. After the 60-day removal period, the Department then may take any action with the project highway or all or part of the project it deems best, with the Agency being responsible for any removal costs incurred.

6. This LMA embodies the entire agreement and understanding between the parties hereto, and there are no other agreements or understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

7. This LMA may not be assigned or transferred by the Agency, in whole or in part, without consent of the Department.

8. This LMA shall be governed by and construed in accordance with the laws of the State of Florida.

9. All notices, demands, requests or other instruments shall be given by depositing the same in the U.S. mail, postage prepaid, registered or certified with return receipt requested:

a) If to the Department, addressed to:

Katrina Sadler, Planning Program Administrator
1109 South Marion Avenue
Lake City, Florida 32025

or at such other address as the Department may from time to time designate by written notice to the Agency; and

b) If to the Agency, addressed to:

Ms. Ha Nguyen, P.E., Alachua County Public Works
Alachua County Public Works Department
P.O. Box 1188
Gainesville, Florida

or at such other address as the Agency may from time to time designate by written notice to the Department.

10. This LMA, if attached as an exhibit to the Agreement, forms an integral part of the Agreement between the parties dated _____.

All time limits provided hereunder shall run from the date of receipt of all such notices, demands, requests, and other instruments.

EXHIBIT "1"

SINGLE AUDIT ACT

Federal Resources Awarded to the Recipient Pursuant to This Agreement Consist of the Following:

Federal Agency: Federal Highway Administration

CFDA #: 20.205 Highway Planning and Construction

Amount: $ 150,000.00

Compliance Requirement:

Allowable Activities: To be eligible, most projects must be located on public roads that are not functionally classified as local. The major exceptions are the Highway Bridge Replacement and Rehabilitation Program, which provides assistance for bridges on and off the federal-aid highways, highway safety activities, bicycle and pedestrian projects, transportation enhancement activities, the recreational trails program, and planning, research, development, and technology transfer. Proposed projects meeting these and other planning, design, environmental, safety, etc., requirements can be approved on the basis of state and local priorities within the limit of the funds apportioned or allocated to each state.

Allowable Costs: Eligible activities and allowable costs will be determined in accordance with Title 23 and Title 49 C.F.R. and the OMB cost principles applicable to the recipient/sub-recipient.

Eligibility: By law, the federal-aid highway program is a federally assisted state program that requires each state to have a suitably equipped and organized transportation department. Therefore, most projects are administered by or through State Departments of Transportation (State DOTs). Projects to be funded under the federal-aid highway program are generally selected by state DOTs or Metropolitan Planning Organizations (MPOs), in cooperation with appropriate local officials, as specified in 23 U.S.C. and implementing regulations. Territorial highway projects are funded in the same manner as other federal-aid highway projects, with the territorial transportation agency functioning in a manner similar to a state DOT. Most Federal Land Highway Program (FLHP) projects are administered by the Federal Highway Administration (FHWA) Office of Federal Lands Highway and its Divisions or by the various Florida Land Management Agencies (FLMAs). Under the FLHP, projects in the Indian Reservation Road (IRR) Program are selected by Tribal Governments and are approved by the Bureau of Indian Affairs (BIA) and the FHWA. Due to recent legislation, Tribal Governments meeting certain requirements may now administer various IRR projects on behalf of the BIA and FHWA. The Fish and Wildlife Service (FWS) and the National Park Service (NPS) select projects in the Refuge Road and Park Roads and Parkways Programs, respectively. For the Forest Highway Program, the Forest Service, the States and the FHWA jointly select projects.

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to This Agreement Are As Follows: The recipient of Local Agency Program (LAP) funding must comply with the statutory requirements in Sections 112.061, 215.422, 339.12, and 339.135, Florida Statutes, and Title 23 and Title 49, C.F.R.

September 27, 2011 Regular BoCC Meeting
Agenda Item #73

Title
Annual Professional Transportation Planning Engineering Services: RFP 12-214. (Amended)

Amount
N/A

Description
Request approval of the Finance Report to reject all proposals and cancel RFP 12-214: Annual Professional Transportation Planning and Engineering Services

Recommendation
Request that the Board approve the Finance Report to reject all proposals and cancel RFP 12-214; Annual Professional Transportation Planning and Engineering Services.

Alternative(s)
That the Board not reject the proposals or cancel RFP #12-214; Annual Professional Transportation Planning and Engineering Services.

Requested By
Rick Hedrick/Larry M. Sapp

Originating Department
Public Works/Purchasing

Attachment(s) Description
Finance Report

Documents Requiring Action
Finance Report

Executive Summary
That the Board approve the finance report to reject all proposals and cancel RFP #12-214; Annual Professional Transportation Planning and Engineering Services.

Background
RFP #12-214; Annual Professional Transportation Planning and Engineering Services was advertised on March 16, 2011 and March 23, 2011. The deadline for receipt of the RFP was May 11, 2011. Public Works Department realized this contract was redundant; in addition, we can use Annual RFP 12-115: Annual Engineering Services < $2 Million. Due to budgetary considerations public works staff has determined that there will not be any task assignments for planning and transportation in the coming year.

Issues
The Public Works Department would have redundant contacts and services; in addition, we would be unable to streamline our work processes causing staff to expend additional time for the same results.

Fiscal Recommendation
n/a

Fiscal Alternative(s)
$0.00

Funding Sources
n/a

Account Code(s)
n/a

Attachment: 12214FR.pdf

Alachua County
Department of Administrative Services
Purchasing

Larry M. Sapp, CPPB
Purchasing Manager

Christy S. Winters, CPPB
Purchasing Supervisor

September 12, 2011

MEMORANDUM

TO: Alachua County Board of County Commissioners

FROM: Betty M. Baker, Administrative Services Director
Larry M. Sapp, CPPB, Purchasing Manager

SUBJECT: RFP #12-214; Annual Professional Transportation Planning and Engineering Services

Deadline for Receipt of Proposals:	2:00 p.m., Wednesday, May 11, 2011
Advertisement Dates:	March 16, 2011 and March 23, 2011
Notifications sent to:	1610
Solicitations Requested by:	55
Responses Received From:	3

Firms:

Dryer, Riddler, Mills & Precourt
Gainesville, FL

AECOM Technical Services
Orlando, FL

Renaissance Planning Group
Orlando, FL

ADMINISTRATIVE RECOMMENDATION:

That the Board reject all proposals and cancel RFP #12-214; Annual Professional Transportation Planning and Engineering Services.

APPROVED THIS 27 DAY OF September, 2011

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

BY: _____
Chairperson

ATTEST: _____
Clerk

LMS/mm

September 27, 2011 Regular BoCC Meeting
Agenda Item #74

Title
Watermelon Pond - Metzger Tract by Alachua County Forever option to purchase. (Amended)

Amount
Acquisition $2,180,348. Stewardship $12,458

Description
Request for the Board of County Commissioners to Execute the Option Contract to purchase the Watermelon Pond - Metzger 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 Watermelon Pond - Metzger 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 the Watermelon Pond - Metzger Tract. Exhibit 2: Metzger Site Evaluations. Exhibit 3: Project Assessment. Exhibit 4: Cost estimates.

Documents Requiring Action
Option Contract to purchase the Watermelon Pond - Metzger Tract. (Exhibit 1) 2 COPIES.

Executive Summary
Staff requests that the Board of County Commissioners (BoCC) execute the Option Contracts to purchase the Watermelon Pond - Metzger Tract. Upon execution of the Option Contracts, within 120 days, staff will perform the necessary due diligence including Title, Survey and Environmental Assessments. Staff will return to the BoCC at a properly noticed public hearing for final action on these acquisitions.

Background
The BoCC added the 635-acre Metzger tract to their acquisition list on January 26, 2010. The County is offering to purchase the 635-acre tract for $2,142,700 (about $3,374 per acre).The Metzger parcel is nearly one square mile of land located in southwest Alachua County. The property touches the northeast corner of the ACF Gladman Preserve, and is directly across SW 250th Street from the Florida Fish and Wildlife Conservation Commission Watermelon Pond Wildlife and Environmental Area (Barry's Ranch), and the Alachua County Watermelon Pond Boat Ramp Park. Acquisition of this property would improve the connection between existing conservation lands in the Watermelon Pond project area. The majority of the Metzger property consists of improved pasture which has until recently been managed for hay production. Active gopher tortoise burrows occur within the pasture areas. Sherman's fox squirrels were noted in agricultural fields adjacent to the pasture areas during the 2010 site

evaluation. Cattle were allowed to graze freely throughout the property as recently as 2010. The central portion of the property consists of xeric hammock, mesic flatwoods, remnant sandhill, and a series of sinkhole ponds, most of which are currently dry. One of the sinkhole ponds is locally known to always contain water, and review of historic aerial images supports this. The flatwoods and remnant sandhill areas contain some remaining mature longleaf pine, as well as patches of persistent native groundcover including wiregrass, lupine, and Adam's needle. The southern portion of the Metzger property contains part of Watermelon Pond, a sandhill upland lake with widely fluctuating water levels. Currently much of the lake basin is dry, with isolated ponds of water surrounded by prairie and marsh vegetation. Maindencane, broomsedge, redroot, and sand cord grass are abundant in the dry lakebed, and the natural communities within the lake basin are considered to be in good condition. Non-native plant species on the property include cultivated pasture grasses, primarily bahia and coastal Bermuda. Septicweed was observed along the slopes of one of the sinkhole ponds. Recent soil disturbance by feral hogs was also observed on the property, and the current owners are actively trapping and removing hogs. The site has high recreation potential given its proximity to Watermelon Pond and adjacent public road access.

Issues

The County will manage the property and staff is considering re-introducing cattle ranching on the property under an Request for Proposals and contract. The property was ranched as recently as 2010. Ranching would result in some revenue for the Program, and offset most of the stewardship costs (Exhibit 4). It would delay restoration of the property, but the ACF program has neither the personnel nor the budget to restore the property at present. Recreation would be limited to the SW corner of the property fenced off from the ranching operation with access to the lake from the County's Watermelon Pond boat ramp. The stewardship, ranching revenues and acquisition costs are estimated in Exhibit 4.

Fiscal Recommendation

Acquisition $2,180,348. Stewardship $12,458.

Fiscal Alternative(s)

No additional expenditures.

Funding Sources

Wild Spaces and Public Places Surtax proceeds; Fund 326 Legacy Lands/Alachua Forever Grants/Partnerships

Account Code(s)

Funds 302-5563; 326-5563

Attachment: Exhibit 1 Watermelon Pnd Metzger Option Final.pdf
Attachment: Exhibit 4 Metzger Costs.pdf
Attachment: Exhibit 2 Metzger Evaluation.pdf
Attachment: Exhibit 3 Watermelon Pond Assessment.pdf

Watermelon Pond
Metzger & Metzger
11/16/09

Project Score:		6.80 of 10.00
Size:		635 acres
Parcel Number:		02690-000-000
S-T-R:		3-11S-17E
Buildings:		2
Just Value:	$925,000	$1,457/acre
Total: Just+bld+misc	$968,300	$1,525/acre

Natural Communities	**Condition**
Sandhill	Poor
Xeric hammock	Fair
Mesic flatwoods	Fair
Wet prairie	Good
Basin marsh	Good
Sinkhole pond	Fair to Good
Sandhill upland lake	Good
Other: Improved pasture/managed hayfields	
Bald Eagle Nest (2008)	1 within 1 mile
Archaeological Sites	None within parcel 7 sites ~ 1mile

REPA Score: 7.47 of 9.44 Watermelon Pond Project
KBN Score: Ranked 15th of 47 projects (Watermelon Pond)
Florida Forever: Watermelon Pond Project– B list, full-fee and less-than-fee

Overall Description:

The Metzger & Metzger parcel is nearly one square mile of land located in southwest Alachua County. The property touches the northeast corner of the ACF Gladman parcel, and is directly across SW 250th Street from the Florida Fish and Wildlife Conservation Commission Watermelon Pond Wildlife and Environmental Area (Barry's Ranch), and the Alachua County Watermelon Pond Boat Ramp Park. Acquisition of this property would improve the connection between existing conservation lands in the Watermelon Pond project area.

The majority of the Metzger & Metzger property consists of improved pasture which has until recently been managed for hay production. Active gopher tortoise burrows occur within the pasture areas, however are not abundant. Sherman's fox squirrels were noted in agricultural fields adjacent to the pasture areas during the site evaluation. Currently cattle are allowed to graze freely throughout the property. The central portion of the property consists of xeric hammock, mesic flatwoods, remnant sandhill, and a series of sinkhole ponds, most of which are currently dry. One of the sinkhole ponds is locally known to always contain water, and review of historic aerial images supports this. The flatwoods and remnant sandhill areas contain some remaining mature longleaf pine, as well as patches of persistent native groundcover including wiregrass, lupine, and Adam's needle. Active gopher tortoise burrows are scattered throughout the remnant sandhill. The southern portion of the Metzger & Metzger property contains part of Watermelon Pond, a sandhill upland lake with widely fluctuating water levels. Currently much of the lake basin is dry, with isolated ponds of water surrounded by prairie and marsh vegetation. Maindencane, broomsedge, redroot, and sand cord grass are abundant in the dry lakebed, and the natural communities within the lake basin are considered to be in good condition.

Non-native plant species on the property include cultivated pasture grasses, primarily bahia and coastal Bermuda. Septicweed was observed along the slopes of one of the sinkhole ponds. Recent soil disturbance by feral hogs was also observed on the property, and the current owners are actively trapping and removing hogs.

The site has high recreation potential given its proximity to Watermelon Pond and adjacent public road access.

The property is composed of one parcel totaling approximately 635 acres. Current access is via SW 250th Street, an unpaved, county-maintained road. Alachua County land use and zoning designations are Rural/Agriculture and Agricultural, respectively. Gross density allowed in these classifications is one dwelling unit per five acres (1 unit/5 acres).

The following conservation resources are present:

100-year Floodplain:	--	142 acres (22%)
Wetlands	--	91 acres (14%)
Wetland Buffers	--	38 acres (6%)
Strategic Ecosystem	--	45 acres (7%)

Development Scenario: The most intensive potential development would be as a rural agricultural clustered subdivision. In order to do this, SW 250th street would need to be paved out to SW 46th Avenue and all internal subdivision roads would have to be paved to county standards. This scenario would yield approximately 150 lots on 317 developable upland acres. All wetlands and the remaining upland acres would be preserved as open space. If SW 250th Street is not paved, 6 lots could be developed on 493 developable upland acres.

This 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.

Watermelon Pond - Metzger & Metzger			November 2009		
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;		5		
	B. Whether the property serves an important groundwater recharge function;		5		
	C. Whether the property contains or has direct connections to lakes, creeks, rivers, springs, sinkholes, or wetlands for which conservation of the property will protect or improve surface water quality;		2		
	D. Whether the property serves an important flood management function.		3		
(I-2) PROTECTION OF NATURAL COMMUNITIES AND LANDSCAPES	A. Whether the property contains a diversity of natural communities;		3		
	B. Whether the natural communities present on the property are rare;		3		
	C. Whether there is ecological quality in the communities present on the property;		2		
	D. Whether the property is functionally connected to other natural communities;		3		
	E. Whether the property is adjacent to properties that are in public ownership or have other environmental protections such as conservation easements;		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;		4		
	H. Whether the property is relatively free from internal fragmentation from roads, power lines, and other features that create barriers and edge effects.		3		
(I-3) PROTECTION OF PLANT AND ANIMAL SPECIES	A. Whether the property serves as documented or potential habitat for rare, threatened, or endangered species or species of special concern;		4		
	B. Whether the property serves as documented or potential habitat for species with large home ranges;		4		
	C. Whether the property contains plants or animals that are endemic or near-endemic to Florida or Alachua County;		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;		3		
	E. Whether the property offers high vegetation quality and species diversity;		2		
	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;		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.		4		
	AVERAGE FOR ENVIRONMENTAL AND HUMAN VALUES			3.60	
	RELATIVE IMPORTANCE OF THIS CRITERIA SET IN THE OVERALL SCORE	1.3333			4.80
(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;		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		3		
	AVERAGE FOR ACQUISITION AND MANAGEMENT VALUES			3.00	
	RELATIVE IMPORTANCE OF THIS CRITERIA SET IN THE OVERALL SCORE	0.6667			2.00
	TOTAL SCORE				6.80

Cost Estimates

Acquisition Estimates

Table A. Pre-Contract Costs

Project	Acres	Land Purchase Cost	Pre-Acquisition Services			
			Appraisals	Boundary Sketch	Title Report	sub-total
Watermelon Pond - Metzger	635	2,142,700	13,000	-	150	$ 13,150

Table B. Post-Contract Costs

Project	Due Diligence and Closing Services					GRAND TOTAL
	Title Insurance	Surveys	Environmental Audit	Closing	sub-total	
Watermelon Pond - Metzger	7,932	12,366	3,200	1,000	$ 24,498	**$ 2,180,348**

Stewardship Estimates

Project	Acres	Physical Improvements (BOND)	Average Annual Recurring (General Fund)	Average Annual Recurring/Acre	Total Costs for initial 10 years
Watermelon Pond - Metzger	635	$ 2,650	$ 12,458	$ 19.62	**$ 127,230**
Cattle Lease Revenue (estimate)	525			$ 20.00	**$ (105,000)**

*Note: These estimates are taken from the attached draft project stewardship reports.

Watermelon Pond
Metzger & Metzger

635 acres

Improvements

$2,500	Informational Kiosk (Bond)
$150	Regulatory Signs (Bond)
Total	**$2,650**

Average Annual Management Costs

$875	Exotic Plant Control (GF)
$7,125	Prescribed Fire (GF)
$3,225	Road/Fire Break Maintenance (GF)
$300	Trail Maintenance (GF)
$933	Monitoring (GF)
Total	**$12,458**

Note: The property has historically been grazed, and managed cattle grazing will be considered to maintain the property in its current open condition until restoration is feasible. Potential annual cattle grazing revenue is **$10,500**, which will help offset management costs.

Parking/Kiosk/Signage (Parking and access will be via the adjacent Watermelon Pond County Park)
Informational Kiosk = $2,500
Regulatory Signs = $150
Bond = $2,650

Exotic Plant Control
Year 1 = $1,500
Year 2-3 = $1,000
Year 4-10 = $750
10 Year Total = $8,750 or $875/year
General Fund

Prescribed Fire (estimate based on Florida Division of Forestry MOA)
Burning ~285 acres at $25/acre annually **(may be reduced with cattle grazing lease)**
10 Year Total = $71,250 or $7,125/year
General Fund

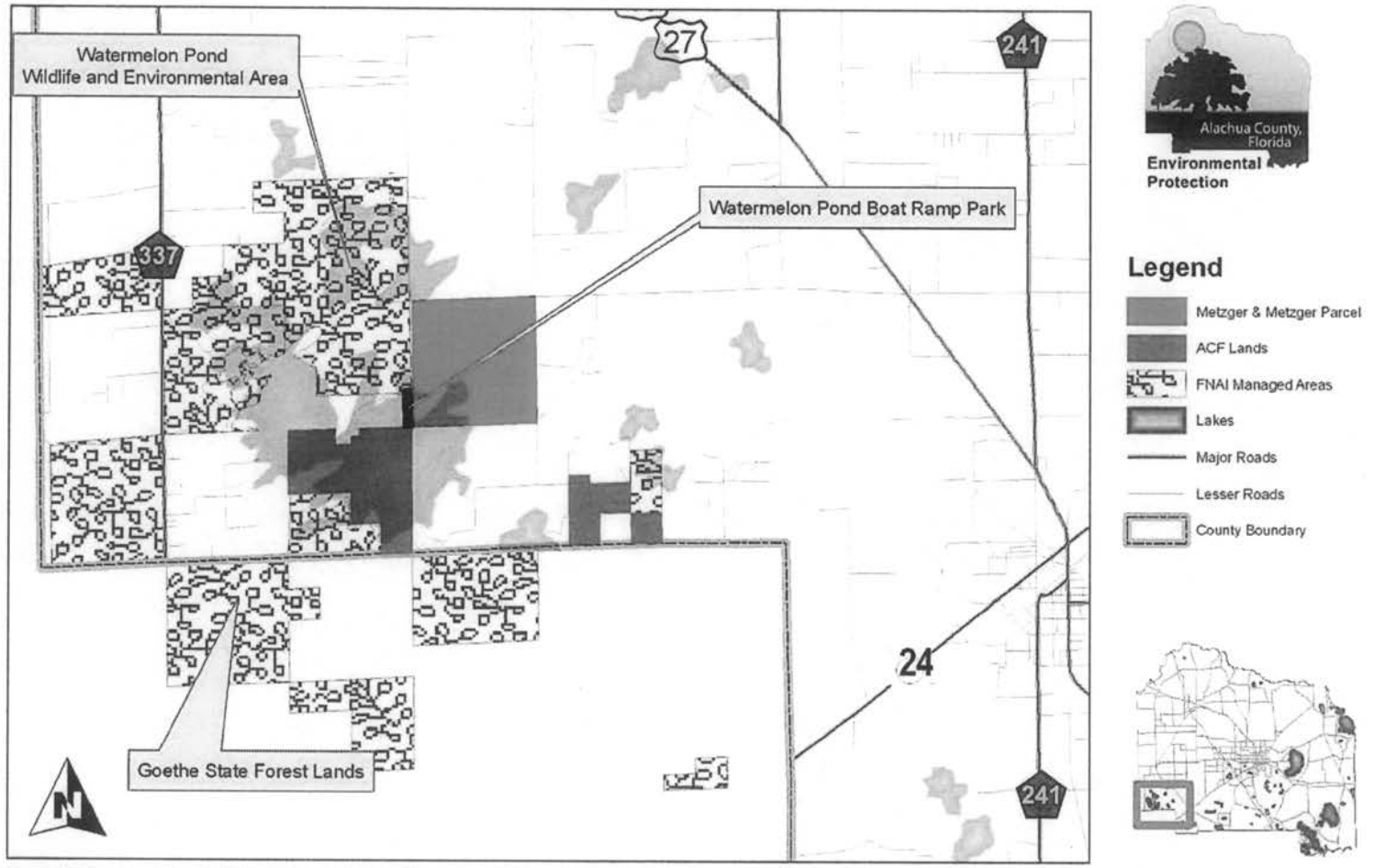
Road/ Fire Break Maintenance (estimates provided based on contractor price)
Road Mowing 9 miles at $125/mile x 2 times/year = $2,250/year **(may be reduced with cattle grazing lease)**
Fire break Maintenance 6.5 miles at $150/mile x 1 time/year = $975/year
10 Year Total = $32,250 or $3,225/year
General Fund

Trail Maintenance
$300/year
General Fund

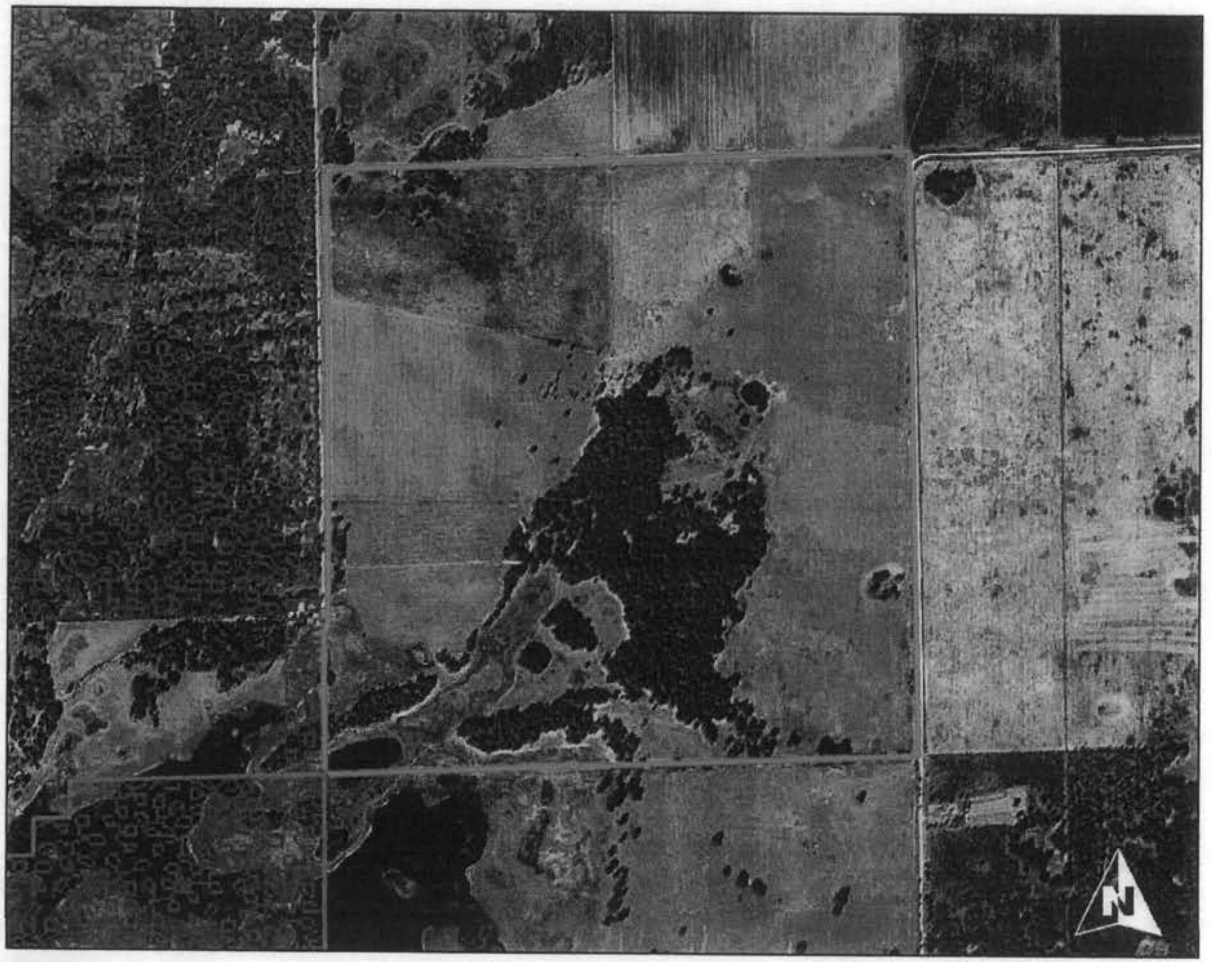
Monitoring
20 hours of staff time plus supplies
Project oversight, contractor oversight, grazing lease management, photopoints, inspections, record keeping
$933/year
10 Year Total = $9,330
General Fund

Security (expenses shared with nearby Watermelon Pond tracts – no additional costs)

Watermelon Pond - Metzger & Metzger Location Map



Watermelon Pond - Metzger & Metzger Aerial Map



Alachua County, Florida
Environmental Protection

Legend

- Metzger & Metzger Parcel
- ACF Lands
- FNAI Managed Areas
- Major Roads
- Lesser Roads
- County Boundary



Alachua County FOREVER

0 0.5 1 Miles

DISCLAIMER: This map and the spatial data it contains are made available as a public service, to be used for reference purposes only. The Alachua County Environmental Protection Department provides this information AS IS without warranty of any kind. The quality of the data is dependent on the various sources from which each data layer is obtained.

Watermelon Pond/Metzger
Parcel 02690-000-000

OPTION AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT is made this 24th day of August, 2011, between Morgan Metzger DesMeules, as Personal Representative of the Estate of Harold Maxwell Metzger, Jr., with an address at 11823 McIntosh Rd Thonotosassa FL 33592, as "Seller" and ALACHUA COUNTY, a charter county and political subdivision of Florida, through its Board of County Commissioners (the "Board") with an address at 12 S.E. 1st Street, Gainesville, FL 32602-2877, 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 all of Seller's right, title and interest in and to the real property located in Alachua County, Florida, described as:

> All of Section 3, Township 11 South, Range 17 East, Alachua County, Florida;
> Less and Except the west 40 feet of said Section 3 lying north of the water's edge of Watermelon Pond.

together with all improvements, easements and appurtenances ("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 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"). Notwithstanding anything to the contrary herein the parties acknowledge that Seller's right to convey the Property is subject to approval of the transaction by the Circuit Court for Hillsborough County, Florida, Probate Division for the Estate of Harold Maxwell Metzger, Jr., File No. 06-3305.

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 Purchaser'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 120 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 Property is TWO MILLION ONE HUNDRED FORTY-TWO THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS

($2,142,700.00) ("Initial Purchase Price") which will be paid by County check or electronic wire transfer at closing. Seller hereby authorizes Purchaser to issue a County check or authorize an electronic wire transfer 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 and real estate taxes. 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 90% of 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, during a 30-day period beginning with Purchaser's execution of this Agreement 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 cleanup 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 deed described in paragraph 8. of this Agreement and Purchaser's possession of the Property, to diligently pursue and accomplish the cleanup 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 for a period not to exceed ten (10) years from the date of closing, 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, for a period not to exceed ten (10) years from the date of closing, 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, for a period not to exceed ten (10) years from the date of closing, 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. Said survey ("Survey") shall be initiated during a 30-day period beginning with Purchaser's execution of this Agreement. If the 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 Property in the amount of the purchase price. Said title insurance commitment shall be initiated during a 30-day period beginning with Purchaser's execution of this Agreement. Seller warrants that any billboards on Property shall be removed prior to closing. If Seller defaults under this Agreement, Seller shall reimburse Purchaser for all costs incurred in obtaining the title insurance commitment. Purchaser's remedy for default under the provisions of this paragraph is cumulative to all other remedies available to Purchaser at law and in equity.

7. DEFECTS IN TITLE. If the title insurance commitment or Survey furnished pursuant to this Agreement discloses any defects in title that are not acceptable to Purchaser, Seller shall, within 90 days after notice from Purchaser, remove said defects in title. Seller agrees to use diligent effort to correct the defects in title within the time provided therefore, excluding the

bringing of necessary suits. Defects arising from liens against the Property shall be satisfied at closing from Seller's proceeds. If Seller is unsuccessful in removing the title defects within said time, Purchaser shall have the option to either: (a) accept the title as it then is with a reduction in the Purchase Price by an amount mutually agreed to by the parties, (b) accept the title as it then is with no reduction in the Purchase Price, (c) extend the amount of time that Seller has to remove the defects in title, or (d) terminate this Agreement, thereupon releasing Purchaser and Seller from all further obligations under this Agreement. If Seller fails to make a diligent effort to remove the title defects, Seller shall be in default and the provisions of paragraph 16. of this Agreement shall apply.

8. INTEREST CONVEYED. At closing, Seller shall execute and deliver to Purchaser a Personal Representative's deed, conveying marketable title to the Property in fee simple free and clear of all liens, reservations, restrictions, easements, leases, tenancies and other encumbrances, except those that are acceptable encumbrances in the sole discretion of Purchaser and do not impair the marketability of the title to the Property.

9. 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 deed 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 "A".

10. 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 deed 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 Property.

11. TAXES AND ASSESSMENTS. All real estate taxes and assessments which are or which may become a lien against the Property shall be satisfied of record by Seller at closing. If the Board acquires fee title to the Property between January 1 and November 1, Seller shall, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property. In the event the Board acquires fee title to the Property on or after November 1, Seller shall pay to the county tax collector an amount equal to the taxes that are determined to be legally due and payable by the county tax collector.

12. 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. If the closing has not occurred within one year from the date of Purchaser's execution of this Agreement, then this Agreement will terminate, thereupon releasing Purchaser and Seller from all further obligations under this Agreement.

13. 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, and Seller shall prevent and refrain from any use of the Property for any purpose or in any manner that would diminish its market or conservation value. The Seller shall not transfer or encumber any interest in the Property prior to closing. 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.

All wells located on the Property shall be duly abandoned at the Seller's sole cost and expense prior to closing unless this requirement is waived by Purchaser in writing.

All structures on the Property shall be removed at the Seller's sole cost and expense prior to the exercise of the option unless this requirement is waived by Purchaser in writing.

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 $5,000.00 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.

14. 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. Seller shall deliver possession of the Property to Purchaser at closing.

15. ACCESS. Seller warrants that there is legal and practical ingress and egress for the Property over public roads or valid, recorded easements for the use and benefit of and as an appurtenance to the Property.

16. 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.

17. 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.

18. RECORDING. This Agreement, or notice of it, may not be recorded by either party.

19. ASSIGNMENT. This Agreement may not be assigned by either party without the prior written consent of the other party.

20. TIME. Time is of essence with respect to all dates or times set forth in this Agreement.

21. 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.

22. 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.

23. 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 herein 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.

24. 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.

25. 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.

26. ADDENDUM. Any addendum attached hereto that is signed by the parties shall be deemed a part of this Agreement.

27. 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.

28. 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 deed described in paragraph 8. of this Agreement and Purchaser's possession of the Property, for a period not to exceed ten (10) years from the date of closing.

29. 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.

THIS AGREEMENT IS INITIALLY TRANSMITTED TO THE SELLER AS AN OFFER. IF THIS AGREEMENT IS NOT EXECUTED BY THE SELLER ON OR BEFORE AUGUST 30, 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 PROPERTY, AND (2) COUNTY APPROVAL OF ALL DOCUMENTS TO BE FURNISHED HEREUNDER BY SELLER.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE PARTIES ACKNOWLEDGE THAT SELLER'S RIGHT TO CONVEY THE PROPERTY IS SUBJECT TO APPROVAL OF THE TRANSACTION BY THE CIRCUIT COURT FOR HILLSBOROUGH COUNTY, FLORIDA, PROBATE DIVISION FOR THE ESTATE OF HAROLD MAXWELL METZGER, JR., FILE NO. 06-3305

SELLER:

Morgan Metzger DesMeules, Personal Representative
of the Estate of Harold Maxwell Metzger, Jr.

Date signed by Seller

STATE OF FLORIDA)
)
COUNTY OF HILLSBOROUGH

SWORN TO and subscribed before me this 24TH day of AUGUST, 2011, by Morgan Metzger DesMeules, as Personal Representative of the Estate of Harold Maxwell Metzger, Jr. Such person(s) (Notary Public must check applicable box):

[ ] is/are personally known to me.
[ ] produced a current driver license(s).
[X] produced D 254 553 56 903 0 as identification.

(NOTARY PUBLIC SEAL)

Notary Public

(Printed, Typed or Stamped Name of Notary Public)
Commission No.:

RAFAEL J. ALVAREZ
Commission # EE 104769
Expires June 19, 2015
Bonded Thru Troy Fain Insurance 800-385-7019

My Commission Expires:

PURCHASER:

ATTEST

By: _____
J. K. Irby, Clerk

(SEAL)

ALACHUA COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

By: _____
Lee Pinkoson, Chairman

Approved as to form

Attorney: _____

Date Executed: _____

EXHIBIT "A"
ENVIRONMENTAL AFFIDAVIT

STATE OF FLORIDA)
) SS:
COUNTY OF HILLSBOROUGH)

BEFORE ME, the undersigned authority personally appeared Morgan Metzger DesMeules, as Personal Representative of the Estate of Harold Maxwell Metzger, Jr., ("Seller"), who being by me first duly sworn, deposes and states:

1. That the undersigned, hereinafter referred to as the "Seller", is the sole owner in fee simple and now in possession of the following described property together with improvements located thereon located in Alachua County, Florida, to-wit:

All of Section 3, Township 11 South, Range 17 East, Alachua County, Florida;
Less and Except the west 40 feet of said Section 3 lying north of the water's edge of Watermelon Pond.
(hereinafter "the Property")

2. That the Seller is this day (the "Closing Date") conveying 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 the Property, and Seller acknowledges that Purchaser will rely upon the representations and warranties set forth in this Affidavit.

FURTHER AFFIANT SAYETH NAUGHT.

Morgan Metzger DesMeules (SEAL)
Morgan Metzger DesMeules, as Personal Representative
of the Estate of Harold Maxwell Metzger, Jr.

SWORN TO and subscribed before me
this 24TH day of AUGUST, 2011,
by Morgan Metzger DesMeules,
as Personal Representative of the Estate
of Harold Maxwell Metzger, Jr., who
is personally known to me or who has
produced a driver's license as D254553 52 903 0
identification and who did take an oath.

Notary Public

(Printed, Typed or Stamped Name of
Notary)

RAFAEL J. ALVAREZ
Commission # EE 104769
Expires June 19, 2015
Bonded Thru Troy Fain Insurance 800-385-7019

Commission No.:

My commission expires:

ADDENDUM No. 1
BENEFICIAL INTEREST AND DISCLOSURE AFFIDAVIT
(OTHER)

STATE OF FLORIDA)
)
COUNTY OF HILLSBOROUGH

Before me, the undersigned authority, personally appeared Morgan Metzger DesMeules, as Personal Representative of the Estate of Harold Maxwell Metzger, Jr. ("affiant"), this 29th day of August, 2011, who, first being duly sworn, deposes and says:

1) That the Estate of Harold Maxwell Metzger, Jr., whose address is 11823 McIntosh Rd., Thonotosassa, FL 33592, is the record owner of the Property. As required by Section 286.23, Florida Statutes, the following is a list of every "person" (as defined in Section 1.01(3), Florida Statutes) holding 5% or more of the beneficial interest in the disclosing entity:

(if more space is needed, attach separate sheet)

Name	Address	Interest
SEE ATTACHED		

2) That to the best of the affiant's knowledge, all persons who have a financial interest in this real estate transaction or who have received or will receive real estate commissions, attorney's or consultant's fees or any other fees or other benefits incident to the sale of the Premises are: **(If "None", please write "None"-Do not leave blank)**

Name	Address	Reason for Payment	Amount
Katie Bartolotti RE/MAX Premier Group	27219 State Road 56 Wesley Chapel, FL 33544	Commission	$128,562.00

3) That, to the best of the affiant's knowledge, the following is a true history of all financial transactions (including any existing option or purchase agreement in favor of affiant) concerning the Premises which have taken place or will take place during the last five years prior to the conveyance of title 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

This affidavit is given in compliance with the provisions of Sections 286.23, 375.031(1), and 380.08(2), Florida Statutes.

AND FURTHER AFFIANT SAYETH NOT.

AFFIANT

Morgan Metzger DesMeules PR

Morgan Metzger DesMeules, as Personal Representative of the Estate of Harold Maxwell Metzger, Jr.,

SWORN TO and subscribed before me this 29TH day of AUGUST, 2011, by Morgan Metzger DesMeules, as Personal Representative of the Estate of Harold Maxwell Metzger, Jr. Such person(s) (Notary Public must check applicable box):

[ ] is/are personally known to me.
[ ] produced a current driver license(s).
[X] produced D254 553 56 903 0 as identification.

(NOTARY PUBLIC SEAL)

Notary Public

RAFAEL J. ALVAREZ
Commission # EE 104769
Expires June 19, 2015
Bonded Thru Troy Fain Insurance 800-385-7019

(Printed, Typed or Stamped Name of Notary Public)
Commission No.:
My Commission Expires:

NAME	ADDRESS	INTEREST
Morgan M. DesMeules,	11823 McIntosh Road Thonotosassa, Florida 33592	1/3
Harold Maxwell Metzger, III	10210 SW 250th Street Newberry, FL 32669	1/3
Mark Spencer Metzger	10210 SW 250th Street Newberry, FL 32669	1/3

Watermelon Pond
Rapid Ecological Project Assessment
Alachua County Forever

Draft Date:	January 27, 2003
Matrix Score:	7.47 of 9.44
Size:	4,525
Number of parcels:	58
Number of owners:	46
Number of buildings:	32

Location and Description:

The 4,525 acre Watermelon Pond Project (WAT) is located in southwestern Alachua County, adjacent to the Gilchrist and Levy County lines, Map 1. The majority of the project falls within unincorporated Alachua County, with the exception of 730 acres that lie in the City of Newberry. The following parcels are already on the Alachua County Forever (ACF) Active Acquisition list: Gladman-02707-000-000; Howell-02711-006-006; Ashton-02711-006-003, 02711-006-011, 02711-006-008; Warny-02711-003-000, 02711-003-000; Elliot-07211-006-010; and Brennan-02711-002-000, Map 2. These parcels were placed on the list by the Alachua County Board of County Commissioners after being recommended by the Land Conservation Board (LCB). The Beltz Parcels (02711-005-000, 02711-006-007) were placed on the Eligibility Pool by the LCB but were not forwarded to the Priority Pool.

The Alachua County Forever Watermelon Pond Project (WAT) partially overlaps the existing Watermelon Pond Florida Forever Land Acquisition project. Acquisition of the WAT project will help fill in gaps in the existing state ownership and improve the manageability of the area, Map 3. The Watermelon Pond Florida Forever Project is on the 2003 Florida Forever "Group A Project" list, as a full fee acquisition. This means the Florida Forever Program will pay for the entire cost of the acquisition of parcels lying within the project boundaries. The Gladman and Howell parcels were included in the original Florida Forever Watermelon Pond project. The Florida Forever Acquisition and Restoration Council (ARC) modified the Watermelon Pond Project Boundary in February 2003 to include the Brennan, Warney, Elliot and Ashton parcels. Because the boundary modification was approved, the state will pay the entire cost of the acquisition of the above parcels too.

The WAT project overlaps most of the Watermelon Pond project from the Alachua County Ecological Inventory Project (KBN Study), KBN 1996. The Watermelon Pond Site was ranked 15th of 47 sites ranked in the county and categorized as slightly above average. 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 protection these natural resources, KBN 1996.

The KBN Study summarized the Watermelon Pond project by stating that, "This natural area has two main features. The first is Watermelon Pond, which is a sandhill lake with a highly variable water level and irregular outline. The variable water table produces a wide area of herbaceous vegetation around the open water areas due to periodic prolonged flooding alternating with long periods of dry conditions and occasional fire. On the upper side of the prairie vegetation is an irregular band of oak forest.

The second key feature is the sandhill habitat on the uplands away from the lake. This longleaf pine (*Pinus palustris*), turkey oak (*Quercus laevis)*, wire grass (*Aristida beyrichianan)* plant community supports a characteristic set of animal species including gopher tortoises *(Gopherus polyphemus)*, red-

headed woodpeckers (*Melanerpes erythrocephalus),* bob-white quail (*Colinus virginianus),* and Sherman's fox squirrels (*Sciurus niger shermani)*", KBN 1996.

Protecting Water Resources:

The WAT project is located on the Brooksville Ridge in the unconfined aquifer zone of Alachua County. This is an area where the Floridan Aquifer System is overlain by highly permeable, generally thin, undifferentiated sands. It is a low flat area of high aquifer recharge that allows pollutants direct access to the aquifer, Macesich 1988. The St. Johns River Water Management District's Aquifer Recharge Map for Alachua County shows that the WAT site lies in an area of high aquifer recharge; 12 inches or more per year. "This area is on the western edge of the Brooksville Ridge, which is a ridge of infertile sand deposited as beach sand dunes when this was the western edge of Florida. There may be a weak confining layer between the surface and the Floridan Aquifer in this area. The combination of sandy soil and a weak or intermittent confining layer results in no surface drainage systems and eventual percolation into the Florida Aquifer of all rainfall," KBN 1996. Approximately 31% of the WAT project is wetlands, contains hydric soils, or falls within the FEMA 100 or 500 year flood hazard zone.

Protecting Natural Communities and Landscapes:

Natural Communities

Sandhill
Xeric Hammock
Mesic Flatwoods
Prairie Hammock
Sinkhole pond
Basin Marsh
Wet Prairie
Sandhill Lake

Other

Rough Pasture
Improved Pasture

The above list of natural communities is from the KBN Study, KBN 1996, and field inspections performed by ACF staff in association with the preparation of the Project Ranking Reports for the Gladman, Howell and Section 11 Watermelon Pond ownerships. The ecological quality of the project area is extremely variable throughout its extent, ranging from excellent to poor. The Watermelon Pond area contains some of the best remaining sandhill sites in Alachua County, KBN 1996. The Ashton Biological Preserve and the surrounding areas under their management are very well managed and highly diverse, while other tracts will require intensive resource management activities to restore them.

The WAT project is adjacent to some of the parcels acquired by the state as part of the Florida Forever Watermelon Pond Project, Map2. These parcels are managed by the Florida Division of Forestry as part of Goethe State Forest. There are no ACF projects connected to the WAT project.

Approximately 80% of the WAT project site is within the Florida Ecological Greenways Network (FEGN) priority 5 Paynes Prairie-Goethe project.

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 5% of the WAT site falls within a Wading Bird Strategic Habitat Conservation Area. 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 90% of the site is in the Florida Natural Areas Inventory (FNAI) 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 34% of the WAT project is delineated as sandhill and pine flatwoods Under-represented Natural Communities. 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 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	A
Gopher Frog	-/-	-/SSC	T/S3	SM,A,K
Striped Newt	-/-	-/-	R/S2S3	SM,A
Reptiles				
American Alligator	-/-	T/SSC	-/S4	SM,A
Eastern Diamondback Rattlesnake	-/-	-/-	-/S3	SM
Eastern Indigo Snake	-/-	T/T	SSC/S3	SM,A,N,K
Florida Crowned Snake	X/-	-/-	-/-	SM
Florida Pine Snake	-/-	-/SSC	SU/S3	SM,A,K
Gopher Tortoise	-/-	-/SSC	T/S3	F,A,K
Peninsula Mole Skink	-/-	-/-	-/-	SM
Short-tailed Snake	X/-	-/T	T/S3	SM,A,K
Spotted Turtle	-/-	-/-	R/S3?	SM
Birds				
Black Rail	-/-	-/-	R/S2	SM
Cooper's Hawk	-/-	-/-	SSC/S3	A
Florida Burrowing Owl	-/-	-/SSC	SSC/S3	A
Florida Sandhill Crane	X/L	-/T	T/S2S3	F,A
Great Egret	-/-	-/-	SSC/S4	SM
Least Bittern	-/-	-/-	SSC/S4	SM
Little Blue Heron	-/-	-/SSC	SSC/S4	SM,A
Osprey	-/-	-/-	T/S3S4	SM
Mottled Duck	-/-	-/-	-/-	F
Snowy Egret	-/-	-/SSC	SSC/S3	A
Southeastern American Kestrel	-/-	-/T	T/S3	F,A,K
Southern Bald Eagle	-/L	T/T	T/S3	F,A,K,S
Swallow-tailed Kite	-/L	-/-	T/S2	A
White Ibis	-/-	-/SSC	SSC/S4	SM,A
Wild Turkey	-/L			F

Wood Stork	-/-	E/E	E/S2	SM,A
Mammals				
Bobcat	-/L	-/-	-/-	F
Florida Black Bear	X/L	-/T	T/S2	F,A
Florida Mouse	X/-	-/SSC	T/S3	SM,A,N
River Otter	-/-	-/-	-/-	SM
Northern Yellow Bat	-/-	-/-	SU/-	SM
Sherman's Fox Squirrel	-/-	-/SSC	T/S3	F,A,N,K

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, P= potential for species based on habitat types, K=documented in the Alachua County Ecological Inventory Project, A=Ashton , Ashton & Associates, Inc. 2001.

The KBN study noted two rare plants coontie and rusty buckthorn, and FNAI lists Piedmont joint grass in its element occurrence data for the WAT site.

The Watermelon Pond area was historically very good habitat for Sherman Fox Squirrels, however due to fire suppression and the cutting of longleaf pines it now ranges from good to poor habitat. It should be noted that much of the area could be restored to very good habitat with proper management. The key to maintaining a viable population of fox squirrels and other wildlife in the Watermelon Pond area is connecting the existing areas in public ownership through additional acquisitions or easements and implementing an active resource management program that includes prescribed burning (personal communication John Wooding). There are large gopher tortoise populations on portions of the site.

Exotic plants found on the project site include centipede grass, and mimosa. Sand pines are also invading portions of the site. While sand pines are native, they are not native to this site, KBN 1996.

The FFWCC 2001 data shows one bald eagle nest on the WAT site.

Approximately 33% 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:

About 70% of the WAT is a Priority 1-4 Natural Resource-based Recreation Area, Knight, et al. 2000, and about 80% is within the Florida Ecological Greenways Network. 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 WAT site encompasses the Alachua County portion of the Florida Forever Watermelon Pond Acquisition Project. Acquisition of this area would further land acquisition goals on a state level.

The site will serve as an urban defining greenbelt for the City of Newberry and perhaps Archer in the future.

Portions of the site will provide excellent opportunities for wildlife and nature viewing, as well as fishing, hiking and nature study. Other portions of the site are not likely to be amenable to public use.

Management Issues:

The property manager for the Watermelon Pond Florida Forever Project is the Florida Division of Forestry; therefore any of the properties purchased through the original Florida Forever Watermelon Pond Project will be managed by FDOF as part of Goethe State Forest. Florida Forever staff has agreed to oversee the conservation easements in the Section 11 boundary.

The key to restoration and management in the WAT area is prescribed burning. "The whole area could easily be restored to excellent habitat condition given a commitment to prescribed burning. The area is well away from population centers and major highways, so that prescribed burning could be done safely. The clear-cut areas of sandhill habitat still have intact populations of ground cover plants, and could easily be planted to longleaf pine and managed with fire. The prairie areas would also benefit from prescribed burning. The only drawback is the small size of the sandhill, which is big enough to be viable for some species, but not for others", KBN 1996.

Economic & Acquisition:

There are 58 parcels, 46 ownerships and 32 buildings listed in the Alachua County Property Appraisers (ACPA) data base for the 4,525 acre WAT Project. The ACPA's 2002 Just Value (land value) for the entire project is $4,634,800 or $1,024/ acre. The ACPA's total value (Just, Miscellaneous and Building) for the project area is $5,826,000 or $1,288/ 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 zoning and future land use is agriculture in both the unincorporated area and in the City of the Newberry.

Approximately 2,989 acres of the WAT project are on the Florida Forever acquisition List, including the 250 acres in Section 11, Township 11, Range 17 that were approved by the state as a boundary modification to the Florida Forever Project. The Florida Forever Project is on the 2003 Florida Forever "Group A Project" list, as a full fee acquisition. This means that the Florida Forever Program will pay for the entire cost of the acquisition. Group A Projects are the highest priority acquisition projects and are so designated because they make the greatest contributions toward achieving the Florida Forever goals and measures, and the Florida Forever criteria.

All parcels lying within the Florida Forever project boundary should be considered keystone parcels. The Gladman (02707-000-000), Howell (02711-006-006), Ashton (02711-006-003, 02711-006-011, 02711-006-008), Warny (711-003-000, 02711-003-000), Elliot (07211-006-010), and Brennan (02711-002-000) parcels are already on the Alachua County Forever (ACF) Active Acquisition List. These parcels were placed on the list by the Alachua County Board of County Commissioners after being recommended by the Land Conservation Board (LCB). The Beltz Parcels (02711-005-000, 02711-006-007) were placed on the eligibility pool by the LCB but were not forwarded to the priority pool.

Other:

There is one archeological site within the WAT project noted on the Florida Master Site File by the Florida Division of Historical Resources. This is a prehistoric site where a log boat was found. Both historical and archaeological artifacts were observed in the WAT area by Staff. Evidence of a turpentine still from the turn of the century is present on the Elliot property, and a Pinellas point, indicating Native American us of the area from A.D. 1250 to 1600 was found in a dry area of Watermelon Pond.

Literature Citations:

Ashton, Ashton & Associates, Inc. 2001. Draft-Report on the biodiversity and Management Plan for the Ashton Biological Preserve-Finca de la Tortuga, 2001. Gainesville, Florida.

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Florida Natural Areas Inventory. June 2001. Florida Forever Conservation Needs Assessment Technical Report

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

Knight, G., A. Knight, and J. Oetting. 2000. Florida Forever Conservation Needs Assessment Summary Report to the Florida Forever Advisory Council. Florida Natural Areas Inventory.

KBN, A Golder Associates Company. 1996. Alachua County Ecological Inventory Project. Prepared for Alachua County Department of Growth Management, Gainesville, Florida.

Macesich, M. 1988. Geologic Interpretation of the Aquifer Pollution Potential in Alachua County, Florida, Open File Report - 21. Florida Geologic Survey, Tallahassee, Florida.

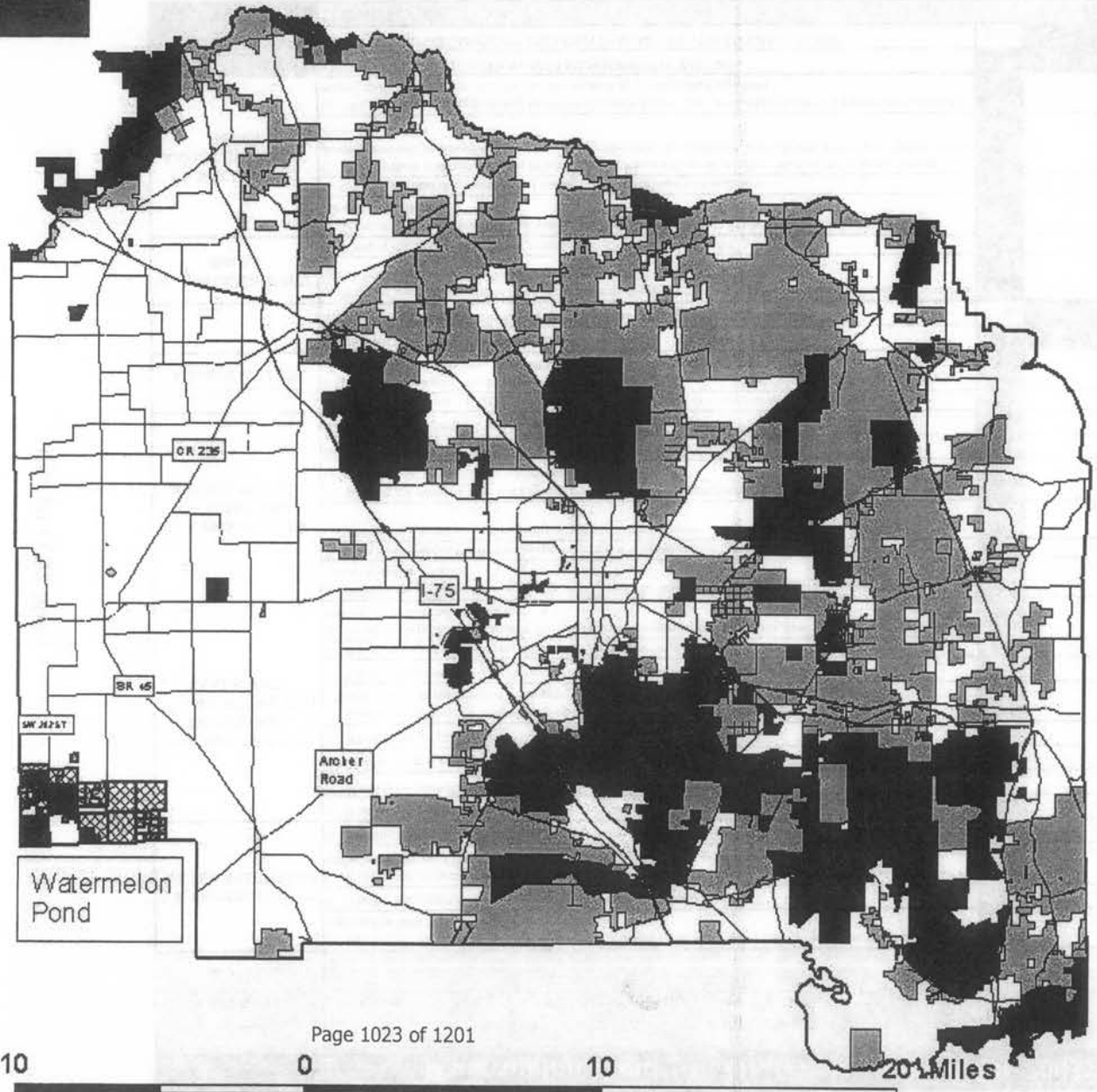
Florida Natural Areas Inventory. December 2001. Florida Forever Conservation Needs Assessment Version 1.1 Supplement to the technical Report June 2001. Tallahassee, Florida.

Watermelon Pond Draft date: January 28, 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;		5		
	B. Whether the property serves an important groundwater recharge function;		5		
	C. Whether the property contains or has direct connections to lakes, creeks, rivers, springs, sinkholes, or wetlands for which conservation of the property will protect or improve surface water quality;		4		
	D. Whether the property serves an important flood management function.		3		
(I-2) PROTECTION OF NATURAL COMMUNITIES AND LANDSCAPES	A. Whether the property contains a diversity of natural communities;		3		
	B. Whether the natural communities present on the property are rare;		3		
	C. Whether there is ecological quality in the communities present on the property;		3		
	D. Whether the property is functionally connected to other natural communities;		3		
	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.		3		
(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;		5		
	D. Whether the property serves as a special wildlife migration or aggregation site for activities such as breeding, roosting, colonial nesting, or over-wintering;		3		
	E. Whether the property offers high vegetation quality and species diversity;		3		
	F. Whether the property has low incidence of non-native invasive species.		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			3.85	
	RELATIVE IMPORTANCE OF THIS CRITERIA SET IN THE OVERALL SCORE	1.3333			5.13
(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;		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		3		
	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			3.50	
	RELATIVE IMPORTANCE OF THIS CRITERIA SET IN THE OVERALL SCORE	0.6667			2.33
	TOTAL SCORE				7.47

WATrepa Recommended BW

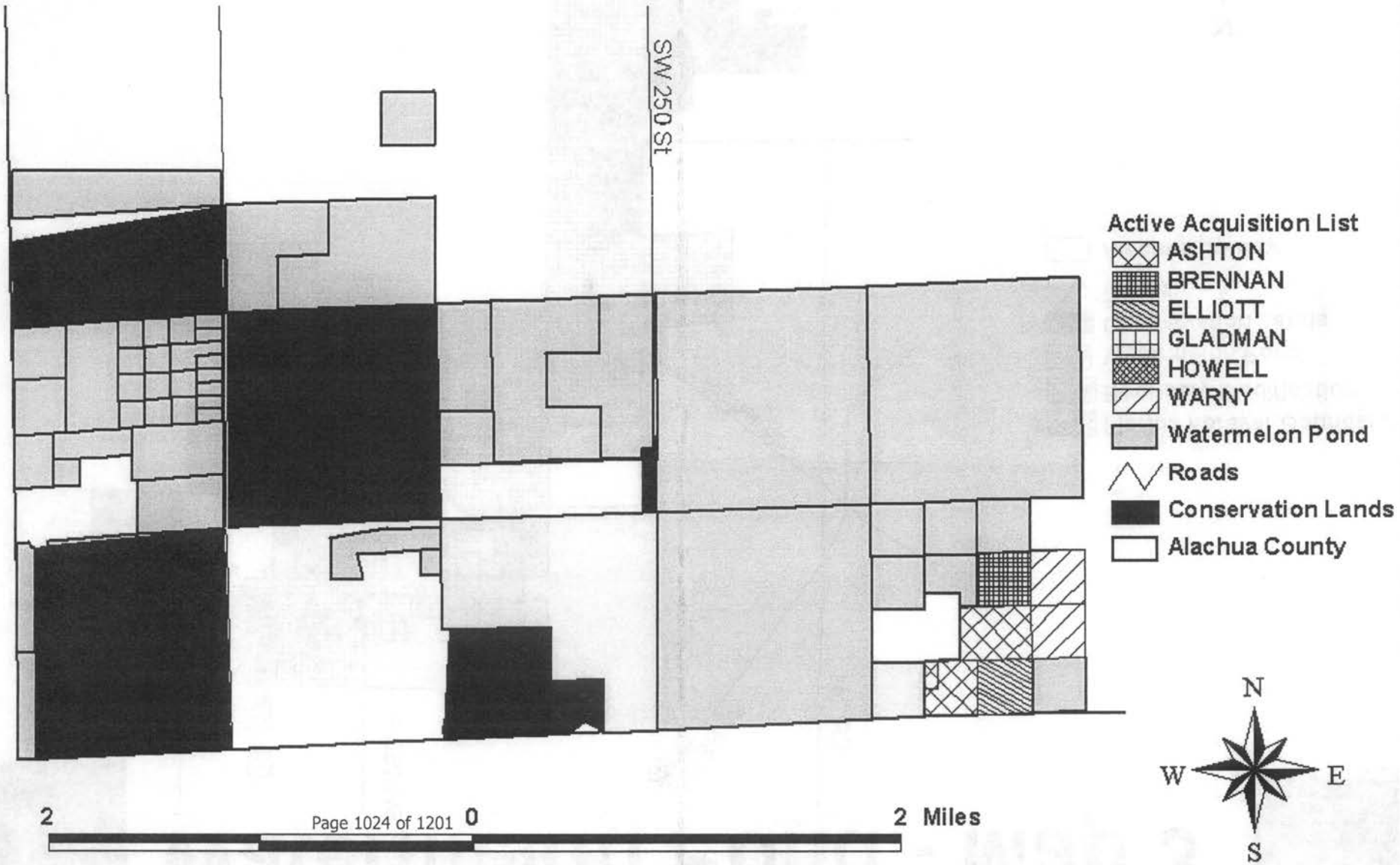
Watermelon Pond - Map 1



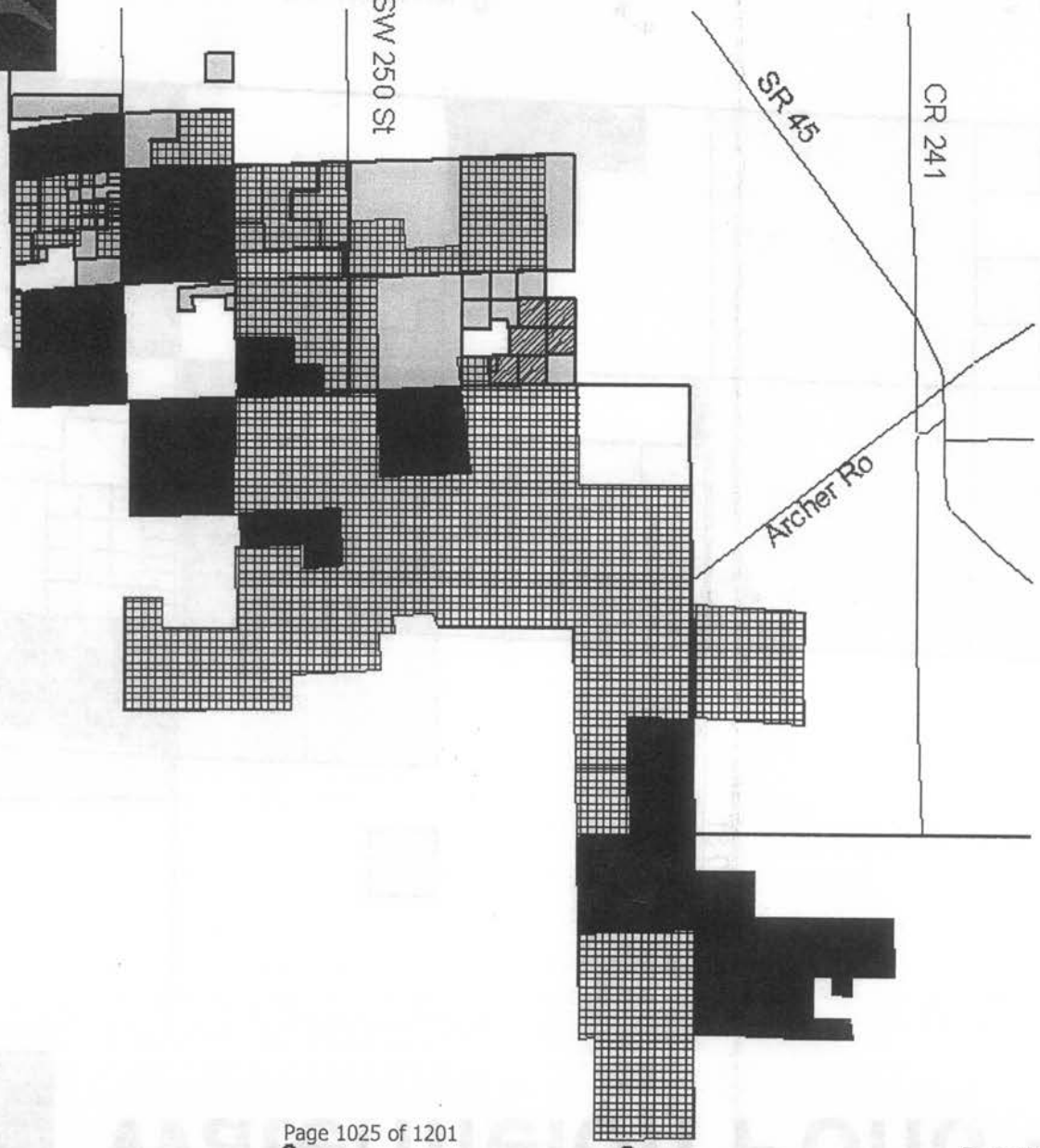
Watermelon Pond
Alachua County Forever Projects
Roads
Conservation Lands
Alachua County

N
W
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S

Watermelon Pond - Map 2



Watermelon Pond - Map 3

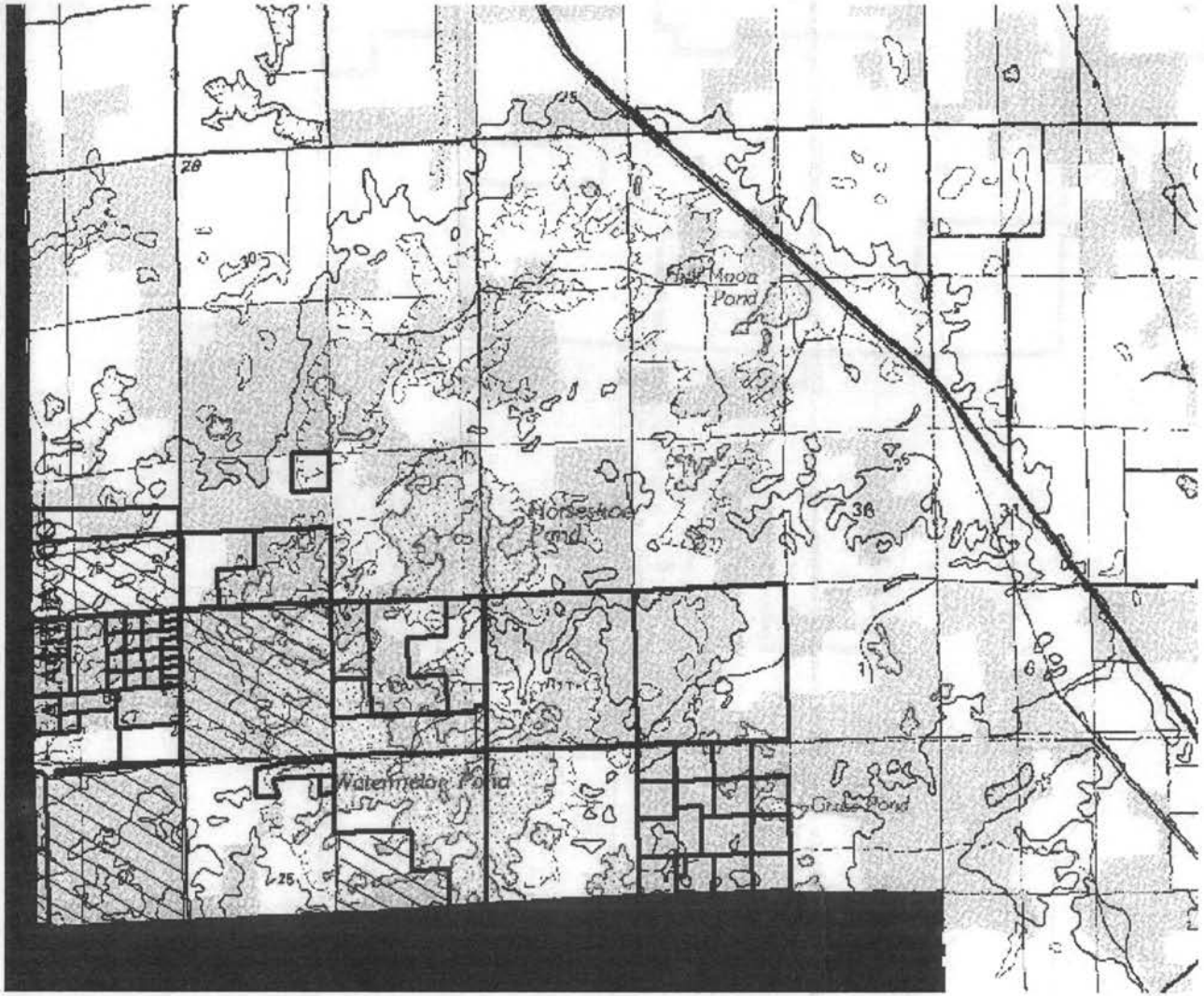


Florida Forever Boundary
Boundary Modification
Watermelon Pond
Conservation Lands
Roads
Alachua County

N
W
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3 0 3 6 Miles

Watermelon Pond - Map 4



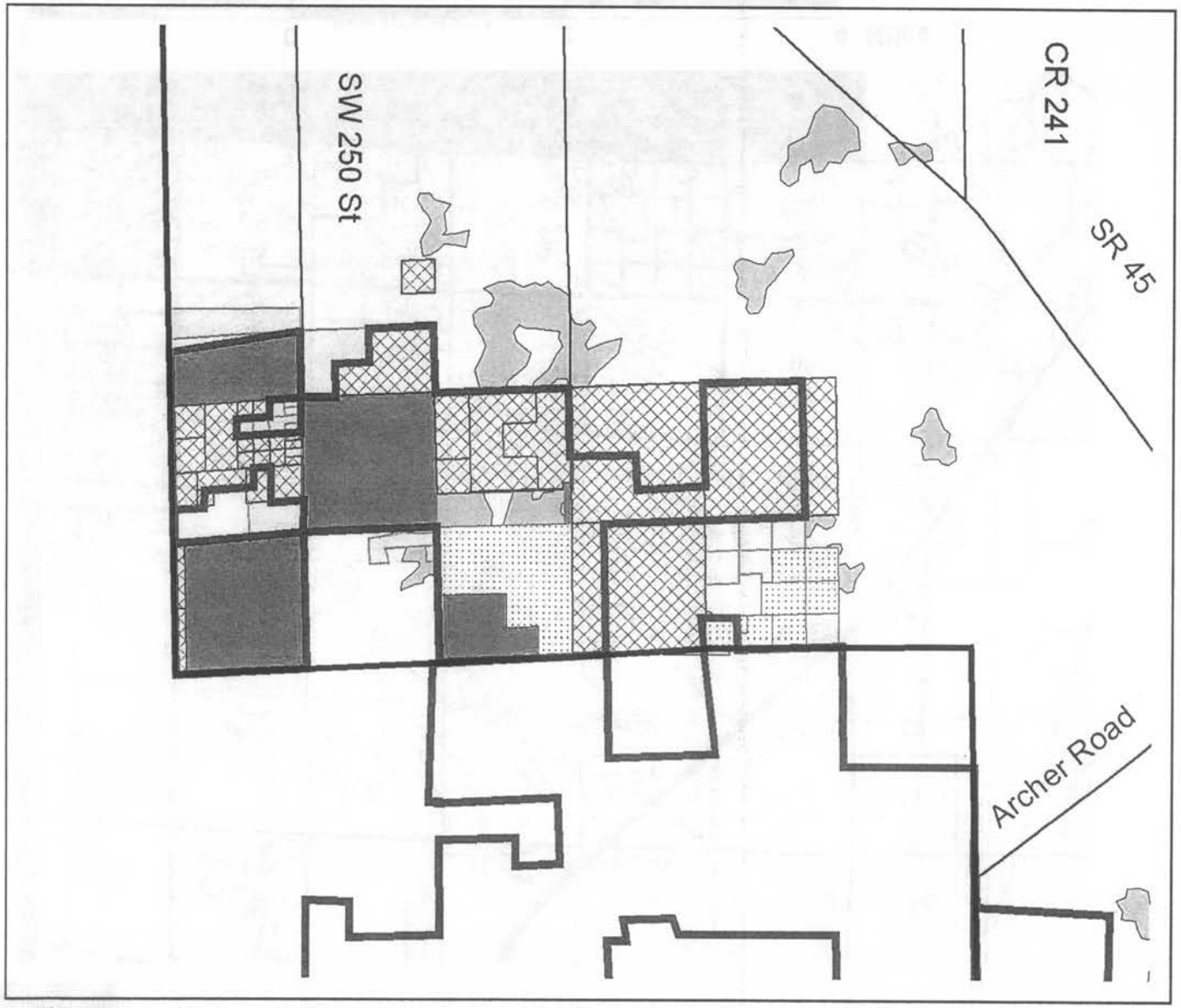
USGS Topographic Survey Quadrangle

- Watermelon Pond
- Conservation Lands
- Alachua County

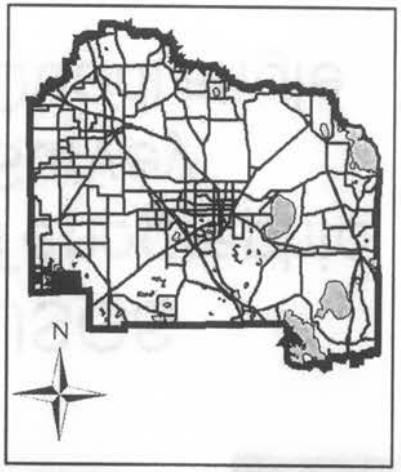
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W
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2 0 2 4 Miles

Watermelon Pond - Keystone Parcels



- ACF Project w/in Florida Forever
- Active Acquisition List
- Alachua County Forever projects
- Watermelon Pond
- Within Florida Forever List
- Conservation Lands
- Lakes.shp
- Alachua County Boundary
- Roads



2 1 0 2 4 Miles

1:70,685

September 27, 2011 Regular BoCC Meeting
Agenda Item #75

Title
2011-2012 Victims of Crime Act (VOCA) Agreement (Amended)

Amount
$153,750.00 and cash match of $38,438.00

Description
2011-12 VOCA Agreement between the State of Florida Office of the Attorney General (OAG) and Alachua County Board of Commissioners/Victim Services and Rape Crisis Center for Victims of Crimes Act (VOCA) grant, and inter fund loan for $50,000

Recommendation
Approve the Agreement between the State of Florida Office of Attorney General and Alachua County Board of Commissioners/Victim Services and Rape Crisis Center and authorize the chair to sign. Approve an inter fund loan for $50,000

Alternative(s)
Do not approve and sign the VOCA Agreement

Requested By
Elmira K. Warren/Lorretta Golden/Cathie Whitney-264-6706

Originating Department
Community Support Services

Attachment(s) Description
2011-2012 VOCA Grant Agreement

Documents Requiring Action
2011-12 Agreement with the State of Fl Office of Attorney General for VOCA grant (2 originals) and Inter fund Loan

Executive Summary
In June of 2011, the program received notification of approval for a 2011 - 2012 Victims of Crime Act Grant Award. The Office of The Attorney General is requesting the Board execute the 2011-2012 Contract Agreement between The State of Florida Office of the Attorney General and Alachua County Board of Commissioners Victim Services & Rape Crisis Center for this funding. This funding will allow the program to continue the provision of services such as personal advocacy, criminal justice accompaniment, emergency legal assistance, and crisis counseling to victims of crime other than sexual assault.

Background
The County has had a VOCA grant since 1986 which provides funding for Victim Advocate Counselors to assist and support victims of personal injury crimes other than sexual assault.The VOCA grant will permit the County to continue to make services available and accessible to all citizens who are victimized by violence. The program will continue to place an emphasis on providing services to racial minorities and victims who are disable and home bound due to acts of violence. The total funding under this Agreement is $153,750.00 in VOCA funds. This does require a Match of $38,438.00 For Match purposes the County will pay 52.13% ($21,153.00) of one Victim Advocate Counselor's salary for the VOCA project. The remaining Match will be met with In-Kind volunteer hours, 2536 at the rate of $17.25 per hour ($13,186.00) and 7% ($4,099.00) of a supervisor's

salary.

Issues
The VOCA award for October 1, 2011 – September 30th, 2012, is reduced by 10% from the 2010 - 2011 funding cycle. The reduction in VOCA funds will equate to the reduction of a part-time FTE in the Victim Services Rape Crisis Center Program. The VOCA project will operate with a staff shortage that will impact the program's ability to provide a timely response to requests for basic victim services.

Fiscal Recommendation
Approve the Agreement and the Inter fund loan

Fiscal Alternative(s)
Disapprove the Agreement and Inter fund loan and forfeit the grant

Funding Sources
General Fund and State of Florida Office of the Attorney General

Account Code(s)
068-2971-569

Attachment: Fla OAG VOCA Grant V11106 Final.pdf

2011/2012
AGREEMENT BETWEEN THE STATE OF FLORIDA
OFFICE OF THE ATTORNEY GENERAL
AND

Alachua County Board of Commissioners Victims Services & Rape Crisis Center

GRANT NO. V11106

THIS AGREEMENT is entered into in the City of Tallahassee, Leon County, Florida by and between the State of Florida, Office of the Attorney General, the pass-through agency for the Victims of Crime Act (VOCA), Catalog of Federal Domestic Assistance (CFDA) Number - 16.575, hereafter referred to as the OAG, an agency of the State of Florida with headquarters located at PL-01, The Capitol, Tallahassee, Florida 32399-1050, and the Alachua County Board of Commissioners Victims Services & Rape Crisis Center, 218 Southeast 24th Street, Gainesville, Florida 32641-7516 hereafter referred to as the Provider. The parties hereto mutually agree as follows:

ARTICLE 1. ENGAGEMENT OF THE PROVIDER

The OAG hereby agrees to engage the Provider and the Provider hereby agrees to perform services as set forth herein. The Provider understands and agrees all services are to be performed solely by the Provider and may not be subcontracted or assigned without prior written consent of the OAG. The Provider agrees to supply the OAG with written notification of any change in the appointed representative for this Agreement. This Agreement shall be performed in accordance with the Victims of Crime Act (VOCA), Victim Assistance Grant Final Program Guidelines, Federal Register, Vol. 62, No. 77, April 22, 1997, pp. 19607-19621 and the U.S. Department of Justice, Office of Justice Programs, Financial Guide, incorporated herein by reference.

ARTICLE 2. SCOPE OF SERVICES

For the 2011/2012 grant period, the Provider agrees to undertake, perform and complete the services as outlined in the 2009/2010 grant application approved by the OAG, incorporated herein by reference, unless otherwise approved in writing by the OAG.

ARTICLE 3. TIME OF PERFORMANCE

This Agreement shall become effective on October 1, 2011, or on the date when the Agreement has been signed by all parties, whichever is later, and shall continue through September 30, 2012. No costs incurred by the Provider prior to the effective date of said Agreement will be reimbursed and Provider is solely responsible for any such expenses. The original signed document must be returned to the OAG by October 14, 2011, or within 15 days of signature by all parties, or the Agreement shall be voidable at the option of the OAG.

ARTICLE 4. AMOUNT OF FUNDS

The OAG agrees to reimburse the Provider for services completed in accordance with the terms and conditions of the Agreement. The total sum of monies reimbursed to the Provider for the costs incurred under this Agreement shall not exceed $153,750. The Provider agrees not to commingle grant funds with other personal or business accounts. The U.S. Department of Justice, Office of Justice Programs, Financial Guide does not require physical segregation of cash deposits or the establishment of any eligibility requirements for funds which are provided to a recipient. However, the accounting systems of Providers must ensure OAG funds are not commingled with funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another. Where a Provider's accounting system cannot comply with this requirement, the Provider shall establish a system to provide adequate fund accountability for each project.

In accordance with the provisions of Section 287.0582, F. S., if the terms of this Agreement and reimbursement thereunder extend beyond the current fiscal year, the OAG's performance and obligation to reimburse under this Agreement are contingent upon an annual appropriation by the Florida Legislature. This Agreement is contingent upon the OAG's Victims of Crime Act award funded through the U.S. Department of Justice, Office for Victims of Crime formula grant program.

ARTICLE 5. AUTHORIZED EXPENDITURES

Only expenditures which are detailed in the approved budget of the grant application, a revised budget, or an amended budget approved by the OAG are eligible for reimbursement with grant funds. Any modification to the budget must be requested in writing to the OAG and will require prior approval by the OAG. Modification approval is at the discretion of the OAG. The Provider acknowledges and agrees any funds reimbursed under this Agreement must be used in accordance with the Victims of Crime Act, Victim Assistance Grant Final Program Guidelines, Federal Register, Vol. 62, No. 77, April 22, 1997, pp. 19607-19621, and the U.S. Department of Justice, Office of Justice Programs, Financial Guide, incorporated herein by reference.

The Provider and the OAG agree VOCA funds cannot be used as a revenue generating source and crime victims cannot be charged either directly or indirectly for services reimbursed with grant funds. Third party payers such as insurance companies, Victim Compensation, Medicare or Medicaid may not be billed for services provided by VOCA funded personnel to clients. Grant funds must be used to provide services to all crime victims, regardless of their financial resources or availability of insurance or third party reimbursements. The OAG and the Provider further agree that travel expenses reimbursed with grant funds will be in accordance with all Section 112.061, F.S. requirements.

The Provider shall reimburse the OAG for all unauthorized expenditures and the Provider shall not use grant funds for any expenditures made by the Provider prior to the execution of this Agreement or after the termination date of the Agreement. If the Provider is a unit of local or state government, the Provider must follow the written purchasing procedures of the government agency. If the Provider is a non-profit organization, the Provider agrees to obtain a minimum of

three (3) written quotes for all single item grant-related purchases equal to or in excess of one thousand dollars ($1,000) unless it is documented that the vendor is a sole source supplier.

ARTICLE 6. PROGRAM INCOME

Providers must provide services to crime victims, at no charge, through the VOCA funded project. Upon request, the Provider agrees to provide the OAG with financial records and internal documentation regarding the collection and assessment of program income, including but not limited to victim compensation, insurance, restitution and direct client fees.

ARTICLE 7. METHOD OF REIMBURSEMENT

Reimbursements under this Agreement shall be made on a cost reimbursement basis. Reimbursement shall be made monthly based on Provider submission and OAG approval of a monthly invoice, VOCA Personnel Spreadsheet (VPS), Match Personnel Spreadsheet (MPS), and Actual Expense Report (AER), if applicable. Monthly invoices, VPSs, MPSs and AERs, must be submitted to the OAG by the last day of the month immediately following the month for which reimbursement is requested. The Provider shall maintain documentation of all costs represented on the invoice. The OAG may require documentation of expenditures prior to approval of the invoice, and may withhold reimbursement if services are not satisfactorily completed or the documentation is not satisfactory. The final invoice is due to the OAG no later than 45 days after the expiration or termination of the Agreement. If the final invoice is not received within this time frame, all right to reimbursement is forfeited, and the OAG will not honor any subsequent requests. Any reimbursement due or any approval necessary under the terms of this Agreement may be withheld until all evaluation, financial and program reports due from the Provider, and necessary adjustments thereto, have been approved by the OAG.

The Provider agrees to maintain and timely submit such progress, fiscal, inventory, and other reports as the OAG may require pertaining to this grant.

The Provider is required to match the grant award as required in the VOCA Federal Guidelines. Match contributions of 20% (cash or in-kind) of the total cost of each VOCA project (VOCA grant plus match) must be reported monthly to the OAG. All funds designated as match are restricted to the same uses as the VOCA victim assistance funds and must be expended within the grant period. Unless otherwise approved by the OAG, match must be reported on a monthly basis consistent with the amount of funding requested for reimbursement.

ARTICLE 8. MONTHLY PERFORMANCE REPORTS

Monthly reports as required by the OAG must be completed and received with the monthly invoice. Reimbursement of a monthly invoice is contingent upon OAG receipt and approval of the corresponding monthly report. Failure to provide the complete correct report by the deadline may result in termination of the Agreement. Providers will be held responsible for meeting the service projections as outlined in Part 4 of the VOCA application and approved by the OAG, incorporated herein by reference unless otherwise approved by the OAG and shown as Attachment "A."

ARTICLE 9. DOCUMENTATION AND RECORD RETENTION

The Provider shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of grant funds.

The Provider shall maintain a file for inspection by the OAG or its designee, Chief Financial Officer, or Auditor General that contains written invoices for all fees, or other compensation for services and expenses, in detail sufficient for a proper pre-audit and post-audit. This includes the nature of the services performed or expenses incurred, the identity of the person(s) who performed the services or incurred the expenses, the daily time and attendance records and the amount of time expended in performing the services (including the day on which the services were performed), and if expenses were incurred, a detailed itemization of such expenses. Documentation, including audit working papers, shall be maintained at the office of the Provider for a period of five years from the termination date of the Agreement, or until the audit has been completed and any findings have been resolved, whichever is later.

The Provider shall give authorized representatives of the OAG the right to access, receive and examine all records, books, papers, case files, documents, goods and services related to the grant. If the Provider fails to provide access to such materials, the OAG may terminate this Agreement. Section 119.071, and Section 960.15 F.S., provides that certain records received by the OAG are exempt from public record requests, and any otherwise confidential record or report shall retain that status and will not be subject to public disclosure. The Provider, by signing this Agreement specifically authorizes the OAG to receive and review any record reasonably related to the purpose of the grant as authorized in the original grant application and or the amendments thereto. Failure to provide documentation as requested by the OAG shall result in the suspension of further reimbursements to the Provider until requested documentation has been received, reviewed, and the costs are approved for reimbursement by the OAG.

The Provider shall allow public access to all documents, papers, letters, or other materials made or received in conjunction with this Agreement, unless the records are exempt under one of the provisions mentioned in the paragraph above, or are exempt from Section 119.071 F.S. or Section 24 (a) of Article I of the State Constitution and Chapter 119, Florida Statutes. Failure by the Provider to allow the aforementioned public access constitutes grounds for unilateral cancellation by the OAG at any time, with no recourse available to the Provider.

ARTICLE 10. VICTIM ADVOCATE DESIGNATION

The Provider agrees to have at least one staff member complete training through the OAG's Victim Services Practitioner Designation Training.

ARTICLE 11. PROPERTY

The Provider agrees to be responsible for the proper care and custody of all property purchased with grant funds and agrees not to sell, transfer, encumber, or otherwise dispose of property acquired with grant funds without the written permission of the OAG. If the Provider is

no longer a recipient, all property acquired by grant funds shall be subject to the provisions of the U.S. Department of Justice, Office of Justice Programs, Office of the Comptroller Financial Guide.

ARTICLE 12. AUDITS

The administration of funds disbursed by the OAG to the Provider may be subject to audits and or monitoring by the OAG, as described in this section.

This part is applicable if the Provider is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the Provider expends $300,000 ($500,000 for fiscal years ending after December 31, 2003) or more in Federal awards of any type in its fiscal year, the Provider must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Article 4 to this Agreement indicates the amount of Federal funds disbursed through the OAG by this Agreement. In determining the Federal awards expended in its fiscal year, the Provider shall take into account all sources of Federal awards, including Federal resources received from the OAG. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Provider conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in this part, the Provider shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

3. If the Provider expends less than $300,000 ($500,000 for fiscal years ending after December 31, 2003) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Provider expends less than $300,000 ($500,000 for fiscal years ending after December 31, 2003) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be reimbursed from non-Federal funds (i.e., the cost of such an audit must be reimbursed from Provider resources obtained from other than Federal entities).

ARTICLE 13. AUDIT REPORT SUBMISSION

Audits must be submitted no later than 180 days following termination or expiration of the Agreement, but may be submitted at a later date upon written approval of the OAG.

1. Copies of audit reports for audits conducted in accordance with OMB Circular A-133, as revised, and required by this Agreement shall be submitted, when required

by Section .320(d), OMB Circular A-133, as revised, by or on behalf of the Provider directly to each of the following:

A. Office of the Attorney General
Bureau of Advocacy and Grants Management
PL-01, The Capitol
Tallahassee, Florida 32399-1050

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320(d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

C. Other Federal agencies and pass-through entities in accordance with Sections .320(e) and (f), OMB Circular A-133, as revised.

2. In the event that a copy of the financial reporting package for an audit required by Article 12 of this Agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the OAG for the reasons pursuant to Section .320(e)(2), OMB Circular A-133, as revised, the Provider shall submit the required written notification pursuant to Section .320(e)(2) and a copy of the Provider's audited schedule of expenditures of Federal awards directly to the OAG.

3. Any reports, management letters, or other information required to be submitted to the OAG pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, as revised, as applicable.

4. Providers should indicate the date that the financial reporting package was delivered to the Provider in correspondence accompanying the financial reporting package.

ARTICLE 14. MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, monitoring procedures may include, but not be limited to, on-site visits by OAG staff or its designee, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the Provider agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the OAG. The Provider further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

The Provider may not accept duplicate funding for any position, service or deliverable funded by the OAG. Duplicative funding is defined as more than 100% payment from all funding sources for any position, service or deliverable. If there are multiple funding sources and a program is funded by the OAG, the OAG or its designee has the right to review all documents related to those funding sources to determine whether duplicative funding is an issue. If duplicate funding is found, the Agreement may be suspended while the extent of any overpayment is determined, or terminated or both. Failure to comply with state law, or the U.S. Department of Justice Programs, Financial Guide, may also result in the suspension of the Agreement while the extent of the overpayment is determined, or termination or both. Absent fraud, in the event that there has been an overpayment to a Provider for any reason, including the afore-mentioned, if the amount of the overpayment cannot be determined to a reasonable degree of certainty, both parties agree that the Provider shall reimburse to the OAG one half of the monies previously paid to the Provider for that line item for the grant year in question.

ARTICLE 15. TERMINATION OF AGREEMENT

This Agreement may be terminated by the OAG for any reason upon five (5) days written notice via certified mail.

In the event this Agreement is terminated, the Provider shall deliver documentation of ownership or title, if appropriate for all supplies, equipment and personal property purchased with grant funds to the OAG, within 30 days after termination. Any finished or unfinished documents, data, correspondence, reports and other products prepared by or for the Provider under this Agreement shall be made available to and for the exclusive use of the OAG.

Notwithstanding the above, the Provider shall not be relieved of liability to the OAG for damages sustained by the OAG by virtue of any termination or breach of this Agreement by the Provider. In the event this Agreement is terminated, the Provider shall be reimbursed for satisfactorily performed and documented services provided through the effective date of termination.

ARTICLE 16. AMENDMENTS

Except as provided under Article 5, Authorized Expenditures, modification of any provision of this contract must be mutually agreed upon by all parties, and requires a written amendment to this Agreement.

ARTICLE 17. NONDISCRIMINATION

No person, on the grounds of race, creed, color, national origin, age, sex or disability, shall be excluded from participation in; be denied proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement as proscribed by all applicable state and federal laws and regulations. The Provider shall, upon request, show proof of such nondiscrimination. Failure to comply with such state and federal laws will result in the termination of this Agreement.

ARTICLE 18. ACKNOWLEDGMENT

All publications, advertising or describing of the sponsorship of the program shall state: "This project was supported by Award No. _____ awarded by the Office for Victims of Crime, Office of Justice Programs. Sponsored by (name of Provider) and the State of Florida."

ARTICLE 19. EMPLOYMENT

The employment of unauthorized aliens by the provider is considered a violation of section 274A(e) of the Immigration and Nationality Act. If the provider knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. Any services performed by any such unauthorized aliens shall not be reimbursed.

ARTICLE 20. ASSURANCES

Attachment "B" Assurances is hereby incorporated by reference.

ARTICLE 21. CERTIFICATION FORM

Attachment "C" Certification Form is hereby incorporated by reference.

ARTICLE 22. CONTROLLING LAW AND VENUE

This Agreement is governed by Florida law. In the event of litigation, venue shall be in the Circuit Court of the Second Judicial Circuit, in and for Leon County, Florida.

ARTICLE 23. AGREEMENT AS INCLUDING ENTIRE AGREEMENT

This instrument and the grant application embody the entire Agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained herein. This Agreement supersedes all previous communications, representations or Agreements on this same subject, verbal or written, between the parties.

The Provider's signature below specifically acknowledges understanding of the fact that the privilege of obtaining a VOCA grant is not something this or any Provider is entitled to receive. This Agreement is for one time funding only. There is absolutely no expectation or guarantee, implied or otherwise, the Provider will receive VOCA funding in the future. The OAG strongly encourages the Provider to secure funding from other sources if the Provider anticipates the program will continue beyond the current grant year.

IN WITNESS WHEREOF, the OFFICE OF THE ATTORNEY GENERAL and the Alachua County Board of Commissioners Victims Services & Rape Crisis Center, have executed this Agreement.

Authorizing Official

Director of Administration

Print Name

LEE PINKOSON, CHAIR

Print Name

John Hamilton

9/22/11

Date

8-25-11

Date

FEID # of Provider

SAMAS Code

ATTEST:

J. K. IRBY, CLERK

ORIGINAL

APPROVED AS TO FORM

ALACHUA COUNTY ATTORNEY

RECEIVED
11 JUL 11 PM 5:11
ATTORNEY GENERAL'S OFC.
ADVOCACY & GRANTS MGMT.

ATTACHMENT A

Agency Name: ACBoCC Victim Services Rape Crisis Center

PART 4. VICTIMS SERVED AND TYPES OF SERVICES

Indicate the number of victims projected to be served by type of victimization:
Note: Indicate the number of victims served by VOCA-funded and matching funds through the grant period. Each victim should be counted only once unless there is a separate instance of victimization. For example, a victim of spouse abuse assault should be counted one time during the grant period unless he/she is victimized as a result of a separate and unrelated crime. **At a minimum, the agency will provide services to no less than 90 percent of the total projected victim population.**

# of Victims to be Served	Type of Victim	# of Other Types of Victims to be Served	
10	Child Physical Abuse	For other types of crimes, identify and list each separately below.	
25	Child Sexual Abuse		
	DUI/DWI Crashes	15	Stalking
325	Domestic Violence	95	Battery
95	Adult Sexual Assault	10	Violation of Injunction
10	Elder Abuse	15	Aggravated Assault
34	Adults Molested as Children	15	Burglary
10	Survivors of Homicide Victims		
200	Robbery		
200	Assault		
909	Subtotal	150	Subtotal of "Other" Victims
TOTAL VICTIMS SERVED	**1,059**		

OK

Indicate the number of victims projected to receive the following service(s). (See Definitions for a description of each service.)

# of Victims to be Served	Type of Service	# of Other Types of Services to be provided	
798	Crisis Counseling	For other types of services, identify and list each separately below.	
1,025	Follow-up Contacts		
	Therapy	1000	Case Management
5	Support Groups	965	Written Contact
235	Crisis Hotline Counseling	20	Transportation
	Shelter/Safehouse		
780	Information and Referral (In-Person)		
600	Criminal Justice Support/Advocacy		
	Emergency Financial Assistance		
75	Emergency Legal Advocacy		
1,059	Assistance Filing Compensation Claims - **Mandatory Requirement**		
	Personal Advocacy		
	Telephone Contacts		
4,577	subtotal	1,985	Subtotal of "Other" Services
TOTAL SERVICES	**6,562**		

ORIGINAL

ATTACHMENT B

OMB APPROVAL NO. 1121-0140
EXPIRES 06/30/2009

STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.

2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

3. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).

5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C.§ 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. §10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. §7 94); the Americans with Disabilities Act of 1990 (42 U.S.C.§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); *see* Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).

7. If a governmental entity–

a) it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C.§ 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and

b) it will comply with requirements of 5 U.S.C.§§ 1501-08 and §§7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

Signature Date

Date

LEE PINKOSON, CHAIR

APPROVED AS TO FORM

ALACHUA COUNTY ATTORNEY

ATTEST:

J. K. IRBY, CLERK

ORIGINAL

ATTACHMENT C

CERTIFICATION FORM

Recipient Name and Address: _____

Grant Title: _____ Grant Number: _____ Award Amount: _____

Contact Person Name and Title: _____ Phone Number: ( ) _____

Federal regulations require recipients of financial assistance from the Office of Justice Programs (OJP), its component agencies, and the Office of Community Oriented Policing Services (COPS) to prepare, maintain on file, submit to OJP for review, and implement an Equal Employment Opportunity Plan (EEOP) in accordance with 28 C.F.R §§ 42.301-.308. The regulations exempt some recipients from all of the EEOP requirements. Other recipients, according to the regulations, must prepare, maintain on file and implement an EEOP, but they do not need to submit the EEOP to OJP for review. Recipients that claim a complete exemption from the EEOP requirement must complete **Section A** below. Recipients that claim the limited exemption from the submission requirement, must complete **Section B** below. **A recipient should complete *either* Section A or Section B, not both**. If a recipient receives multiple OJP or COPS grants, please complete a form for each grant, ensuring that any EEOP recipient certifies as completed and on file (if applicable) has been prepared within two years of the latest grant. Please send the completed form(s) to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, N.W., Washington, D.C. 20531. For assistance in completing this form, please call (202)307-0690 or TTY (202) 307-2027.

Section A- Declaration Claiming Complete Exemption from the EEOP Requirement. *Please check all the boxes that apply.*

- ☐ Recipient has less than 50 employees,
- ☐ Recipient is a non-profit organization,
- ☐ Recipient is a medical institution,
- ☐ Recipient is an Indian tribe,
- ☐ Recipient is an educational institution, or
- ☐ Recipient is receiving an award less than $25,000

I, _____ **[responsible official]**, certify that _____ **[recipient]** is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R §42.302. I further certify that _____ **[recipient]** will comply with applicable Federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Print or type Name and Title **Signature** **Date**

Section B- Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review.

If a recipient agency has 50 or more employees and is receiving a single award or subaward for $25,000 or more, but less than $500,000, then the recipient agency does not have to submit an EEOP to OJP for review as long as it certifies the following (42 C.F.R. § 42.305):

I, LEE PINKOSON, CHAIR **[responsible official]**, certify that the ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS **[recipient]**, which has 50 or more employees and is receiving a single award or subaward for $25,000 or more, but less than $500,000, has formulated an EEOP in accordance with 28 CFR §42.301, *et seq.*, subpart E. I further certify that the EEOP has been formulated and signed into effect within the past two years by the proper authority and that it is available for review. The EEOP is on file in the office of: EQUAL OPPORTUNITY **[organization]**, at 105 SE 1ST AVE., SUITE #1, GAINESVILLE, FL 32601 **[address]**, for review by the public and employees or for review or audit by officials of the relevant state planning agency or the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, as required by relevant laws and regulations.

Print or type Name and Title **Signature** **Date**

LEE PINKOSON, CHAIR

APPROVED AS TO FORM

ALACHUA COUNTY ATTORNEY

ATTEST:

J. K. IRBY, CLERK

OMB Approval No. 1121-0140 Expiration Date: 01/31/06

September 27, 2011 Regular BoCC Meeting
Agenda Item #76

Title
Fire Rescue: Emergency Medical Services County Grant Application (Amended)

Amount
$43,280.00 Revenue

Description
Request Approval of the Emergency Medical Services Grant Application and Request for Fund Distribution

Recommendation
Approve the Emergency Medical Services Grant Application and Request for Fund Distribution

Alternative(s)
Do not approve the grant application and request for fund distribution

Requested By
Mitch Harrell 384-3101

Originating Department
Fire Rescue

Attachment(s) Description
Emergency Medical Services Grant Application, Request for Fund Distribution, and Award Letter

Documents Requiring Action
Emergency Medical Services Grant Application and Request for Fund Distribution

Executive Summary
The Department of Health, Bureau of Emergency Medical Services is authorized by Chapter 401, Part II, F.S., to dispense grant funds. Forty-five (45) percent of these funds are made available to the 67 boards of county commissioners (BoCCs) to improve and expand pre-hospital EMS systems in their county. Each County is required to submit a Grant Application and request for grand fund distribution. This is the second and final payment for the FY11 grant award. The amount grant award for Alachua County is $43,280.00.

Background
Chapter 401 of the Florida Statutes authorizes the Florida Department of Health to award funds to eligible Florida counties for the enhancement of Emergency Medical Services. These funds are collected from surcharges on moving violations issued within the county and awarded to each eligible County for the purpose of improving and/or expanding their pre-hospital Emergency Medical Services. This is an annual process which requires no matching funds. The State has notified Alachua County that the second and final payment for the FY11 EMS County Grant is $43,280.00. The attached application and request for fund distribution provides the following: $30,000.00 to Alachua County Fire Rescue for reimbursement for the cardiac monitor purchase, $12,414.40 to City of Gainesville Fire Rescue for a Thermal Imager, and $865.60 to North Central Florida Trauma Agency for trauma study.

Issues
The deadline for receipt of the complete grant application and request for fund distribution is October 12, 2011.

Fiscal Recommendation
Receipt of $43,280.00 Grant Revenue for Emergency Medical Services

Fiscal Alternative(s)
Loss of $43,280.00 grant funds

Funding Sources
Emergency Medical Services Grant Fund

Account Code(s)
122-5450-various

Attachment: EMS Award Letter 09272011.pdf
Attachment: EMS Grant App Final.pdf

RESOLUTION # 11- 33

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO THE STATE OF FLORIDA DEPARTMENT OF HEALTH, BUREAU OF EMERGENCY MEDICAL SERVICES, FOR FUNDS FROM THE EMERGENCY MEDICAL TRUST FUND TO IMPROVE AND EXPAND PRE-HOSPITAL EMERGENCY MEDICAL SERVICES WITHIN ALACHUA COUNTY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida maintains an Emergency Medical Services Trust Fund into which are deposited a portion of fines collected in the County as a result of motor vehicle infractions; and,

WHEREAS, Alachua County is entitled to apply for a portion of such funds, which funds can only be used to improve and expand pre-hospital emergency medical services within Alachua County; and,

WHEREAS, it is estimated that Alachua County's share of such funds is approximately $45,615.00; and,

WHEREAS, the Alachua County Department of Public Safety proposed that an application be submitted to obtain such funds to upgrade the pre-hospital emergency medical services' response capabilities and to acquire specialized equipment, which would improve and expand pre-hospital emergency medical services; and,

WHEREAS, the Board of County Commissioners of Alachua County, Florida wishes to authorize submittal of an application to obtain the funds referenced herein.

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

1. The Chairman of the Board of County Commissioners is hereby authorized to submit an application to the State of Florida Department of Health, Bureau of Emergency Medical Services to obtain funds available to Alachua County from the Emergency Medical Trust Fund, which funds are to be used for the purpose of improving and expanding pre-hospital care by the Department of Public Safety.

2. That the Chairman of the Board of County Commissioners is hereby authorized to execute the application and any other documents or papers necessary to obtain such funds.

3. The Board of County Commissioners hereby certifies that such funds will expand and improve pre-hospital emergency medical services in Alachua County and such funds will not be used to supplant the existing emergency medical services budget allocations.

4. That this resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session, this 12 day of April A.D., 2011

BOARD OF COUNTY COMMISSIONERS

By: _____
Lee Pinkoson, Chair

ATTEST:

_____
J. K. "Buddy" Irby, Clerk

APPROVED AS TO FORM

_____
Alachua County Attorney

EMS COUNTY GRANT APPLICATION

FLORIDA DEPARTMENT OF HEALTH
Bureau of Emergency Medical Services

Complete all items

ID. Code (The State Bureau of EMS will assign the ID Code – leave this blank) C00

1. County Name: Alachua County
Business Address: 913 SE 5th Street
Gainesville, FL 32601

Telephone: 352-384-3101
Federal Tax ID Number (Nine Digit Number). VF 59-6000501

2. Certification: (The applicant signatory who has authority to sign contracts, grants, and other legal documents for the county) I certify that all information and data in this EMS county grant application and its attachments are true and correct. My signature acknowledges and assures that the County shall comply fully with the conditions outlined in the Florida EMS County Grant Application.

Signature: Date: 9/28/11

Printed Name: Lee Pinkoson
Position Title: Chair

3. Contact Person: (The individual with direct knowledge of the project on a day-to-day basis and has responsibility for the implementation of the grant activities. This person is authorized to sign project reports and may request project changes. The signer and the contact person may be the same.)

Name: Harry Collins
Position Title: Assistant Chief
Address: 913 SE 5th Street
Gainesville, FL 32601

Telephone: 352-384-3132 | Fax Number:352-337-6138
E-mail Address: hac@alachuacounty.us

4. Resolution: Attach a current resolution from the Board of County Commissioners certifying the grant funds will improve and expand the county pre-hospital EMS system and will not be used to supplant current levels of county expenditures.

5. Budget: Complete a budget page(s) for each organization to which you shall provide funds. List the organization(s) below. (Use additional pages if necessary)

Alachua County Public Safety
Gainesville Fire Rescue
North Central Florida Trauma Agency

APPROVED AS TO FORM
ALACHUA COUNTY ATTORNEY

DH 1684, December 2008

64J-1.015, F.A.C.

ATTEST:
J. K. IRBY, CLERK

BUDGET PAGE

A. Salaries and Benefits:

For each position title, provide the amount of salary per hour, FICA per hour, other fringe benefits, and the total number of hours.	**Amount**
TOTAL Salaries	
TOTAL FICA	
Grand total Salaries and FICA	

B. Expenses: These are travel costs and the usual, ordinary, and incidental expenditures by an agency, such as, commodities and supplies of a consumable nature excluding expenditures classified as operating capital outlay (see next category).

List the item and, if applicable, the quantity	**Amount**
TOTAL	$

C. Vehicles, equipment, and other operating capital outlay means equipment, fixtures, and other tangible personal property of a non consumable and non expendable nature with a normal expected life of one (1) year or more.

List the item and, if applicable, the quantity	**Amount**
Alachua County Public Safety	
Reimbursement for purchase of Cardiac Monitors	30,000.00
with Capnography and Stemi upgrade in April 2010	
TOTAL	$30,000.00
Grand Total	$_____

BUDGET PAGE

A. Salaries and Benefits:

For each position title, provide the amount of salary per hour, FICA per hour, other fringe benefits, and the total number of hours.	**Amount**
TOTAL Salaries	
TOTAL FICA	
Grand total Salaries and FICA	

B. Expenses: These are travel costs and the usual, ordinary, and incidental expenditures by an agency, such as, commodities and supplies of a consumable nature excluding expenditures classified as operating capital outlay (see next category).

List the item and, if applicable, the quantity	**Amount**
TOTAL	$

C. Vehicles, equipment, and other operating capital outlay means equipment, fixtures, and other tangible personal property of a non consumable and non expendable nature with a normal expected life of one (1) year or more.

List the item and, if applicable, the quantity	**Amount**
Gainesville Fire Rescue	
Thermal Imager Bullard T3 with thermal throttle	12,414.40
TOTAL	$12,414.40
Grand Total	$_____

BUDGET PAGE

A. Salaries and Benefits:

For each position title, provide the amount of salary per hour, FICA per hour, other fringe benefits, and the total number of hours.	**Amount**
TOTAL Salaries	
TOTAL FICA	
Grand total Salaries and FICA	

B. Expenses: These are travel costs and the usual, ordinary, and incidental expenditures by an agency, such as, commodities and supplies of a consumable nature excluding expenditures classified as operating capital outlay (see next category).

List the item and, if applicable, the quantity	**Amount**
TOTAL	$

C. Vehicles, equipment, and other operating capital outlay means equipment, fixtures, and other tangible personal property of a non consumable and non expendable nature with a normal expected life of one (1) year or more.

List the item and, if applicable, the quantity	**Amount**
North Central Florida Trauma Agency	
Trauma Study	865.60
TOTAL	$865.60
Grand Total	$43,280.00

RESOLUTION # 11- 33

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO THE STATE OF FLORIDA DEPARTMENT OF HEALTH, BUREAU OF EMERGENCY MEDICAL SERVICES, FOR FUNDS FROM THE EMERGENCY MEDICAL TRUST FUND TO IMPROVE AND EXPAND PRE-HOSPITAL EMERGENCY MEDICAL SERVICES WITHIN ALACHUA COUNTY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida maintains an Emergency Medical Services Trust Fund into which are deposited a portion of fines collected in the County as a result of motor vehicle infractions; and,

WHEREAS, Alachua County is entitled to apply for a portion of such funds, which funds can only be used to improve and expand pre-hospital emergency medical services within Alachua County; and,

WHEREAS, it is estimated that Alachua County's share of such funds is approximately $45,615.00; and,

WHEREAS, the Alachua County Department of Public Safety proposed that an application be submitted to obtain such funds to upgrade the pre-hospital emergency medical services' response capabilities and to acquire specialized equipment, which would improve and expand pre-hospital emergency medical services; and,

WHEREAS, the Board of County Commissioners of Alachua County, Florida wishes to authorize submittal of an application to obtain the funds referenced herein.

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

1. The Chairman of the Board of County Commissioners is hereby authorized to submit an application to the State of Florida Department of Health, Bureau of Emergency Medical Services to obtain funds available to Alachua County from the Emergency Medical Trust Fund, which funds are to be used for the purpose of improving and expanding pre-hospital care by the Department of Public Safety.

2. That the Chairman of the Board of County Commissioners is hereby authorized to execute the application and any other documents or papers necessary to obtain such funds.

3. The Board of County Commissioners hereby certifies that such funds will expand and improve pre-hospital emergency medical services in Alachua County and such funds will not be used to supplant the existing emergency medical services budget allocations.

4. That this resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session, this 12 day of April A.D., 2011

BOARD OF COUNTY COMMISSIONERS

By: _____
Lee Pinkoson, Chair

ATTEST:

_____
J. K. "Buddy" Irby, Clerk

APPROVED AS TO FORM

_____
Alachua County Attorney

FLORIDA DEPARTMENT OF HEALTH
EMS GRANT PROGRAM

REQUEST FOR GRANT FUND DISTRIBUTION

In accordance with the provisions of Section 401.113(2)(b), F. S., the undersigned hereby requests an EMS grant fund distribution for the improvement and expansion or continuation of pre-hospital EMS.

DOH Remit Payment To:

Name of Agency: Alachua County

Mailing Address: 913 SE 5th Street
Gainesville, FL 32601

Federal Identification Number: 59-6000501

Authorized Official: _____ 9/28/11
Signature Date

Lee Pinkoson, Chair
Type Name and Title

Sign and return this page with your application to:

Florida Department of Health
BEMS Grant Program
4052 Bald Cypress Way, Bin C18
Tallahassee, Florida 32399-1738

ATTEST:
J. K. IRBY, CLERK

Do not write below this line. For use by Bureau of Emergency Medical Services personnel only

Grant Amount For State To Pay: $_____ Grant ID Code: C00

Approved By: _____ / /
Signature of EMS Grant Officer Date

State Fiscal Year: 2010 - 2011

Organization Code	E.O.	OCA	Object Code	Category
64-42-10-00-000	05	SF005	750000	059998

Federal Tax ID: VF_____

Grant Beginning Date: October 1, 2009 Grant Ending Date: ____/____/____

APPROVED AS TO FORM
ALACHUA COUNTY ATTORNEY

FLORIDA DEPARTMENT OF HEALTH

Rick Scott
Governor

H. Frank Farmer, Jr., MD, PhD, FACP
State Surgeon General

July 21, 2011

Mr. Lee Pinkoson, Chairman
Alachua County Board of
County Commissioners
Post Office Box 2877
Gainesville, Florida 32602-2877

Dear Mr. Pinkoson:

Our April 18 letter awarded state EMS county grant C0001 its initial funds, and stated you would be notified in July 2011, of the amount of the second and final payment for this grant. The amount is $43,280.00 which is 45 percent of the funds your county deposited between January 1, 2011 and June 30, 2011 into the state EMS Trust Fund under section 401.113(1), *Florida Statutes*. The deadline to apply is October 12, 2011, 5:00 PM, Eastern Daylight Saving Time.

We are authorized to provide this grant to your county by section 401.113(2) (a), *Florida Statutes* upon receiving the following state county grant forms: (1) a budget which totals exactly $43,280.00, and (2) a Request for Grant Fund Distribution form with the top part completed.

All budget items must improve and expand EMS because replacement and continuation are not allowable for any county, rural or urban, per section 401.113 (1), *Florida Statutes.*

Complete and send the original plus one copy of the requested budget and signed Request for Grant Distribution form to: DOH EMS County Grants, Attn: Alan Van Lewen, 4052 Bald Cypress Way Mail Bin C18, Tallahassee, FL 32399-1738.

Thank you very much for your cooperation and support to improve and expand quality EMS in Florida. Please contact me if you have any questions: (850) 245-4440, extension *2734.

Sincerely,

Alan Van Lewen

Alan Van Lewen
Health Services and Facilities Consultant

cc: Mr. Mitch Harrell, Assistant Chief

September 27, 2011 Regular BoCC Meeting
Agenda Item #77

Title
Melrose Volunteer Fire Department Interlocal Agreement for the provision of Fire Suppression and Initial Response Emergency Medical Services (Amended)

Amount
$55,000.00 Expenditure

Description
Request Adoption of the Interlocal Agreement with the Melrose Volunteer Fire Department for the provision of Fire Suppression and Initial Response Emergency Medical Services

Recommendation
Adopt the Interlocal Agreement with the Melrose Volunteer Fire Department for the provision of Fire Suppression and Initial Response Emergency Medical Services

Alternative(s)
Do not adopt the Interlocal Agreement with the Melrose Volunteer Fire Department for the provision of Fire Suppression and Initial Response Emergency Medical Services and direct staff

Requested By
Ed Bailey 384-3130

Originating Department
Fire Rescue

Attachment(s) Description
Interlocal Agreement with the Melrose Volunteer Fire Department for the provision of Fire Suppression and Initial Response Emergency Medical Services

Documents Requiring Action
Interlocal Agreement with the Melrose Volunteer Fire Department for the provision of Fire Suppression and Initial Response Emergency Medical Services

Executive Summary
The FY12 Interlocal Agreement with the Melrose Volunteer Fire Department (MVFD) for Fire Suppression and Initial Response Emergency Medical Services compensates the Melrose Volunteer Fire Department for their responses in the unincorporated area at a flat base amount of $55,000.00. The Agreement provides for a deduction to the payment at $250.00/incident if there is a violation of any term or condition of the Agreement. In addition, the County will continue the assignment of one full-time Driver Operator position to the MVFD Station.

Background
The Melrose Volunteer Fire Department has agreed to continue the Interlocal Agreement with Alachua County for the provision of Fire Suppression and Initial Response Emergency Medical Services. The agreement provides for a flat, base rate of $55,000.00 in twelve (12) equal payments which is a reduction from the FY11 amount of $61,272.00. The Agreement also provides for a deduction to the monthly payment at a rate of $250.00/incident if there is a violation to any term or condition of the

Agreement. Alachua County also assigns a career-service employee in the Driver/Operator 40 Hour classification to the MVFD. The MVFD reimburses the County at the employee's fully loaded hourly rate for any additional hours worked at the MVFD beyond the regularly scheduled time, including call out time and travel time as required.

Issues
The term of the Agreement begins on October 1, 2011 and will remain in effect unless terminated as identified within the agreement. The annual flat rate and the violation rate amount may be renegotiated during the budget process each fiscal year.

Fiscal Recommendation
$55,000.00 expenditure

Fiscal Alternative(s)
n/a

Funding Sources
MSTU-Fire Fund

Account Code(s)
011-5480-522.34-10

Attachment: MVFD Fire Supression Final.pdf

Agreement for Fire Suppression & First Response EMS/Rescue Services between Alachua County and Melrose Volunteer Fire Department, Inc.

This Uniform Fire Service Interlocal Agreement for Fire Suppression & First Response EMS/Rescue Services (hereinafter "Agreement") by and between Alachua County, a charter county and political subdivision of the State of Florida (hereinafter "County") and the Melrose Volunteer Fire Department, Inc., a not for profit corporation organized under the laws of the State of Florida (hereinafter "MVFD"), is made, entered, and effective this First day of October 2011.

Whereas, both the MVFD and the County deem it appropriate and in furtherance of the public health, safety, and welfare to enter an Agreement to provide for fire suppression and first response EMS/rescue services; and

Whereas, the MVFD is authorized to provide fire suppression and first response EMS/rescue services in Alachua County; and

Whereas, the County is authorized to provide or contract for fire suppression and first response EMS/rescue services; and

Whereas, the MVFD is willing and able to provide fire suppression and first response EMS/rescue services to the County; and

Whereas, the MVFD has requested that the County authorize its career service Driver-Operator to volunteer their services to the Fire Department as outside those regularly-scheduled hours; and,

Whereas, the County is willing to authorize its career-service Driver-Operator assigned to Station 24 to volunteer their services to the Fire Department outside of those regularly-scheduled hours provided that MVFD reimburses the County for all payroll expenses for the additional hours paid; and

Whereas, the MVFD agrees to compensate the County for the volunteered services of the County employee at a fully loaded prescribed rate.

Now, therefore, in consideration of the mutual covenants declared herein and other good and valuable consideration each Party agrees as follows:

Section 1. Intent & Term of Agreement.

A. MVFD shall be a part of the countywide cooperative system established by the Board of County Commissioners, known as the "Fire Services Network" to ensure the safe and effective delivery of fire-rescue services through core fundamentals of incident command, common terminology, equipment, training, dispatch protocols, radio system, and response assignments.

B. The term of this Agreement shall commence on October 1, 2011 and shall remain in effect unless terminated as identified in Section 11 of this Agreement.

Section 2. Definitions. For purposes of this Agreement, the terms listed below shall have the following meanings:

A. Alachua County Department of Public Safety (ACDPS): The County department charged with the responsibility for providing and/or coordinating Emergency Management, Enhanced 911, and Fire Rescue Services.

B. CCC: Alachua County Combined Communications Center.

C. First Response Rescue Services; The initial fire based non-transport response to requests for medical assistance for accident victims and health related incidents.

D. Standard Communications Protocol: A step-by-step approach to radio communication which uses "plain language" and is based on uniform standards developed and/or adopted by the County.

E. Incident: A call for fire suppression or first response services to a given location, regardless of the number of apparatus responding.

F. District Chief: That person who is employed by ACDPS and who is designated to assume and assign command and control of emergency incidents.

G. Fire Services Network; Countywide cooperative system established by the Board of County Commissioners to ensure the safe and effective delivery of fire-rescue services through the core fundamentals of incident command, common terminology, equipment, training, dispatch protocols, radio system, and response assignments.

H. Regularly Scheduled; Hours identified as those within the defined workweek of 40 hours, in accordance with the Collective Bargaining Agreement, County Policies, and the Fair Labor Standards Act (FLSA),

Section 3. Fire Suppression and First Response EMS/Rescue Services.

A. The MVFD shall provide the initial response and support to all fire suppression and EMS/rescue incidents as dispatched by the Combined Communication Center (CCC).

B. Incident Command. Command and control of every incident shall comply with the National Incident Management System.

C. Level of Service (LOS) Standards.

1. Unit turnout within one (1) minute of dispatch (completion of the initial page). Or, within one minute of arrival at the Station if personnel are not at the Station when dispatched. The turnout time should not exceed two (2) minutes

2. All personnel must meet Florida firefighter certification requirements, and first responder (volunteer) or emergency medical technician (paid) requirements.

3. Responding Engine, Brush, or Squad unit(s) staffed with two (2) personnel, Tanker staffed with one (1) person. Aggregate vehicle response may be used to meet staffing requirements.

4. When responding from the home Station, the initial first response unit must arrive on scene within twelve (12) minutes from dispatch (Turnout time + travel time) 80% of the time, to incidents within first due area.

5. Apparatus assignment to incidents shall be in accordance with CCC dispatch protocols. MVFD apparatus shall utilize and respond with Alachua County unit designators.

Section 4. Dispatch Protocols. The MVFD shall comply with County dispatch protocols. The MVFD may make protocol recommendations. Dispatch protocols shall be developed by ACDPS. Final authority to approve and implement dispatch protocols lies solely with the Director of Public Safety.

Section 5. Equipment and Staff.

A. The MVFD shall provide the equipment and staff necessary to perform its duties under this Agreement.

B. To ensure compatibility and interoperability with the Fire Services Network the MVFD equipment and operating procedures shall not be inconsistent with or in conflict with that used or adopted by the County.

C. The County shall provide a complement of BLS disposable medical supplies (used by rescue units) utilized by the MVFD's primary fire apparatus responding under this Agreement. The County shall resupply consumable supplies as the supplies are used during emergency incidents occurring within the County with ACDPS.

D. The County shall assign a career-service employee in the classification of Driver Operator/40 hour to the MVFD Station 24.

1. The assigned Driver-Operator shall comply with the Department's Standard Operating Procedures (SOP) and Rules & Regulations (R&R). He/she shall incorporate the MVFD's SOP and R&R into his/her activity at the station. The assigned Driver-Operator shall provide priority response to incidents occurring within Alachua County.

2. The assigned Driver-Operator will be paid by the County.

3. The MVFD shall reimburse the County at the assigned employee's fully loaded hourly rate for any additional hours worked at the MVFD beyond his/her regularly scheduled time. The additional hours worked shall include call out time and travel time as required by the Collective Bargaining Agreement (CBA) between Alachua County and I.A.F.F Local 3852.

E. The MVFD must provide safety equipment (SCBA, PAS device, etc…) for use by the assigned Driver-Operator equivalent to that provided by the County.

Section 6. Other Agreements. This Agreement shall have priority over any other agreement as related to the provision of fire suppression and first response EMS/rescue services in Alachua County.

Section 7. Dispatch Services. The County will provide central receipt of emergency calls occurring within Alachua County, dispatching of units per the dispatch protocol, and voice radio communications.

Section 8. Communications Equipment. The County will provide the following communications equipment:

A. Mobile and portable radios – mobile and portable radios will be provided to the MVFD for the exclusive use when responding to incidents dispatched by Alachua County. The actual number of radios provided shall be determined by the Director of Public Safety with consultation of the MVFD representative. The number of radios provided by the County will not exceed ten (10).

1. The County will provide for access for the County owned radios to the Countywide Radio System (CRS). The County shall be responsible for all maintenance, replacement, installation/removal, and repair costs of the radios owned by the County. All mobile radios are to be installed in primary emergency response apparatus by authorized technicians.

2. Additional mobile and portable radios may be purchased by the MVFD, but must meet the specifications and have full operability with the CRS. The MVFD shall reimburse the County for all maintenance, replacement, installation/removal, and repair costs of the radios owned by the MVFD. The MVFD will be solely responsible for any additional monthly CRS access fees for additional MVFD owned CRS capable mobile radios.

B. Pagers The County may provide pagers for notification and recall of fire department personnel. The actual number of issued pagers will be determined by the Director of Public Safety with consultation of the MVFD's representative. The County shall be responsible for all maintenance, replacement, and repair costs of the pagers owned by the County. The MVFD shall reimburse the County for maintenance, replacement, and repair costs of any pagers owned by the MVFD.

Section 9. Method of Payment.

A. The County shall pay the MVFD a total amount of $55,000.00 annually during the term of this Agreement.

1. Payments to the MVFD shall be made in twelve (12) equal payments made on a monthly basis in accordance with the provisions for § 218, Part VII Florida Statutes ("Local Government Prompt Payment Act"). Payment must be received no later than the 30th of the month that the payment is due.
    a. The assigned Driver Operator may on occasion work additional time (time beyond his/her regularly scheduled shift) at Station 24 when authorized by the MVFD Chief.
    b. The above referenced additional time of the assigned Driver Operator shall be deducted from the County's monthly remittance at the Driver Operator's fully loaded hourly rate (hourly + benefits).

2. Violation of any term or condition of the Agreement shall result in a deduction from the invoiced amount at the rate of $250.00/incident.

3. The annual flat rate amount and the violation rate may be renegotiated during the budget process of each fiscal year.

B. The County shall also continue to provide funding of items listed below for the MVFD's participation in the Fire Services Network:
    1. Administrative oversight and management of the Fire Services Network.
    2. Replenishment of Disposable Medical supplies.
    3. Access to and use of the Countywide Radio System.
    4. Mobile and portable radios and pagers.
    5. Dispatch and radio communication services.

Section 10. Entire Agreement. This Agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.

Section 11. Default and Termination. This Agreement shall be effective on October 1, 2011 and remain in effect until terminated as follows:

A. If either party fails to fulfill its obligations under this Agreement in a timely and satisfactory manner, or if either party breaches any of the provisions, covenants, or stipulations under this Agreement, the other party shall give a written notice to the party in default stating the failure or breach and provide a reasonable time period for correction of same. In the event the correction is not made in the allotted time, the Administrating Officials of each party shall meet to resolve the dispute.

B. This Agreement will remain in effect until affirmatively terminated by either or both parties to the Agreement. Except as provided for in Section 11 (A) above, either party may terminate for convenience the Agreement by giving the other party written notice on or before May 31st of the preceding calendar year.

Section 12. Insurance. The County warrants that it is self insured as provide for by §768.28, Florida Statutes. Each party agrees to provide Statutory Worker's Compensation coverage for its employees and volunteers. MVFD will provide the County with a certificate of Insurance.

Section 13. Liability. Each party shall be solely responsible for the negligent acts or omissions of its employees, volunteers, and agents which in any way relate to or arise out this Agreement. Nothing contained herein shall be construed as consent to be sued by third parties in any matter arising out of this Agreement or constitute a waiver by the County of its sovereign immunity or provisions of §768.28, Florida Statutes. This agreement does not create any relationship with, or any rights in favor of any third party.

Section 14. Service Disputes. The County and MVFD shall each appoint one representative whose responsibility shall be to review and resolve any and all service disputes. The Representatives must be from an operational Chief level classification. Repeat, habitual, and unresolved disputes will be forwarded to the attention of the Public Safety Director and President of the MVFD, Inc.

Section 16. Applicable Law. The laws of the State of Florida shall govern this Agreement; venue is Alachua County, Florida.

Section 17. Notices. Except as otherwise provided herein, any notice, acceptance, request, or approval from either Party to the other Party shall be in writing and, sent by certified mail, return receipt requested, and shall be deemed to have been received when either deposited in a United States Postal Service mailbox or personally delivered with signed proof of delivery. The County's representative and the MVFD's representative are:

County:	MVFD:
Randall H. Reid, County Manager	Bobby Brown, President
Alachua County, Florida	Melrose Volunteer Fire Department, Inc.

PO Box 2877
Gainesville, FL 32602-2877

P. O. Box 646
Melrose, FL 32666

A copy of any notice, request or approval to the County must also be sent to:

Office of Management and Budget
105 SE 1st Avenue, Suite 6
Gainesville, Florida 32602
ATTN: Contracts

J. K. Irby
Clerk of the Court
Post Office Box 939
Gainesville, FL 32602
ATTN: Finance & Accounting

Section 18. Non-Waiver. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach, and shall not be construed to be a modification of the terms of this Agreement.

Section 19. Severability. If any provisions of this Agreement shall be declared illegal, void, or unenforceable the other provisions shall not be affected but shall remain in full force and effect.

Section 20. Counterparts. This agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

In Witness Whereof, the Parties hereto have caused this Agreement to be executed on the day and year first written above.

Alachua County, Florida

By: _____
Lee Pinkoson, Chair
Alachua County Board of County Commissioners

Date: 9/28/11

APPROVED AS TO FORM

_____
Alachua County Attorney's Office

Attest:

By: _____
J. K. Irby, Clerk

MELROSE VOLUNTEER FIRE DEPARTMENT, INC.

By: _____
Bobby Brown, President

Attest:

By: _____

September 27, 2011 Regular BoCC Meeting
Agenda Item #78

Title
Fire Rescue: Interlocal Agreement with City of Jacksonville to transfer the ownership, management, and control of a GIS Mobile Mapping trailer to Alachua County (Amended)

Amount
N/A

Description
Request Approval of the Interlocal Agreement with the City of Jacksonville to transfer the ownership, management, and control of a GIS Mobile Mapping trailer to Alachua County

Recommendation
Approve the Interlocal Agreement with the City of Jacksonville to transfer the ownership, management, and control of a GIS Mobile Mapping Trailer to Alachua County

Alternative(s)
Do not approve the interlocal agreement and direct staff

Requested By
Fay Walker 337-6170

Originating Department
Fire Rescue

Attachment(s) Description
Interlocal Agreement with the City of Jacksonville to transfer the ownership, management, and control of a GIS Mobile Mapping trailer to Alachua County and letter dated August 16, 2011

Documents Requiring Action
Interlocal Agreement with the City of Jacksonville to transfer the ownership, management, and control of a GIS Mobile Mapping trailer to Alachua County (3 original signed copies)

Executive Summary
The City of Jacksonville Emergency Preparedness Division purchased a GIS Mobile Mapping trailer with federal grant funds received from the 2009 Urban Area Security Initiative program (UASI) valued at $89,761.00. The City and County want to transfer the ownership, management, and control of the equipment to Alachua County Fire Rescue. The County would have the obligation to use, control maintain and repair the equipment. Annual maintenance on the equipment is estimated not to exceed $2,000.00 and will be covered with existing operating budget funds.

Background
The City of Jacksonville Emergency Preparedness Division received federal funding from the 2009 Urban Area Security Initiative program and purchased a GIS Mobile Mapping trailer for $89,761.00. The equipment is used for disaster response and recovery; as a backup 911 phone center, and for incidents requiring mapping services. The interlocal agreement transfers ownership, management, and control of the equipment to Alachua County. The County will be responsible for the use, control, maintenance, and repair of the equipment. The estimated annual maintenance will not exceed $2,000.00 and will be covered with

existing operating budget funds.

Issues
The City will transfer the title of the equipment to the County, however, the federal granting agency may request and will be allowed to use the equipment. The County may use the equipment for other projects or programs in support of disaster preparedness, however these cannot interfere with the work the equipment was originally acquired for.

Fiscal Recommendation
The estimated annual maintenance on the equipment are estimated and will not exceed $2,000.00 and will be included in existing operating budget funds.

Fiscal Alternative(s)
n/a

Funding Sources
General Fund

Account Code(s)
001-54xx-various

Attachment: City of Jacksonville Letter 09272011.pdf
Attachment: City of Jax Interlocal GIS MAp Trailer Final.pdf

FIRE & RESCUE DEPARTMENT

RECEIVED
ALACHUA COUNTY
FIRE RESCUE SERVICES
2011 AUG 24 PM 2:44

Jacksonville
Where Florida Begins.

August 16, 2011

MEMORANDUM

To: Edwin Bailey
Alachua County Department of Public Safety

From: Martin Senterfitt
Chief, Emergency Preparedness Division

Re: Grant Equipment Purchase

The City of Jacksonville Emergency Preparedness Division has completed the purchase of a GIS Mobile Mapping Unit for your use during disaster response. These items were purchased with federal grant funds from the 2009 Urban Area Security Initiative program (UASI).

Upon transfer of these items to your organization, you are free to take title. However, because these items were purchased with homeland security grant dollars, you have certain duties and obligations with respect to use, control, maintenance, repair and disposition of the equipment.

Attached for your review and execution is a contract (2 copies) outlining these responsibilities. Please execute two originals and return to Amy Henderson, JFRD/EPD Grant Coordinator, at your earliest convenience. Upon receipt, the Mayor will execute the contract and a fully executed original will then be sent back to you.

Thank you.

Attachments

MLS/arh

515 North Julia Street Jacksonville, FL 32202 Phone: 904.630.2472
Fax: 904.630.0600 www.coj.net

EMERGENCY MANAGEMENT EMAP Accredited

AGREEMENT

BETWEEN
THE CITY OF JACKSONVILLE
AND
ALACHUA COUNTY FLORIDA DEPARTMENT OF PUBLIC SAFETY
FOR
MANAGEMENT AND CONTROL OF PROPERTY
AND EQUIPMENT ACQUIRED WITH FEDERAL GRANT FUNDS

THIS AGREEMENT is made and entered into this **5th day of July, 2011** by and between the **CITY OF JACKSONVILLE**, a municipal corporation located in Duval County, Florida, for and on behalf of its Fire and Rescue Department, Emergency Preparedness Division (hereinafter collectively referred to as the "City"), with street address at 515 North Julia Street, Jacksonville, Florida 32202 and **Alachua County, FL Department of Public Safety** (hereinafter referred to as the "Recipient") with its principal office located at **915 SE 5th Street Gainesville, FL 32601.**

RECITALS:

WHEREAS, from time to time, the City receives federal grant funding for the purpose of acquiring expendable and nonexpendable emergency response goods, material and equipment (hereinafter collectively referred to as the "Equipment"); and

WHEREAS, as part of the **FY 2009 Urban Area Security Initiative (UASI)** , the City is responsible for providing federal funding and/or Equipment purchased from such federal funding to other agencies both within and outside the City of Jacksonville; and

WHEREAS, federal regulations, codified in the Code of Federal Regulations, 44CFR Sec. 13.32 & 13.33, provide that recipients of such Equipment purchased with federal money have certain duties and obligations with respect to use, control, maintenance, and repair of such Equipment; and

WHEREAS, it is in the best interest of the City to make and enter into this Agreement to specify and memorialize the duties and obligations of the Recipient with respect to the Equipment.

NOW THEREFORE, IN CONSIDERATION of the mutual covenants herein and for such other good and valuable consideration, the sufficiency of which is acknowledged by the parties, it is agreed, by and between the parties as follows:

1. ***Incorporation by Reference.*** The above stated recitals are true and correct and, by this reference are made a part hereof and are incorporated herein.

2. ***Purchase of Equipment.*** The City shall spend **$89,761.00**, in funds duly appropriated from a federal grant from **FY 2009 Urban Area Security Initiative (UASI)**, for the purchase of Equipment, more specifically described in the "Inventory of Equipment", attached hereto and, by

this reference, made a part hereof as **Exhibit "A"**. Said monetary amount shall be the City's maximum indebtedness under this Agreement; *provided however*, the above stated monetary amount will not be encumbered by this Agreement. It will be encumbered by one or more subsequently issued purchase orders.

3. ***Transfer of Equipment to Recipient.*** The City hereby transfers title of the Equipment to the Recipient for such use by the Recipient as provided herein; provided however, notwithstanding the transfer of title, the Recipient knows, understands and agrees that the federal granting agency has an interest in the location, use and upkeep of the Equipment; and that said federal agency, in its discretion, may request to use the Equipment and shall be allowed to use the Equipment as provided in Section 5.02 of this Agreement.

4. ***Recipient's Responsibility.*** The Recipient shall be solely and exclusively responsible for the use, maintenance, repair, replacement in the event of loss or theft, and control of the Equipment, as specified in this Agreement.

5. ***Use of the Equipment.*** The Recipient shall use the Equipment as follows:

5.01. The Equipment must be used by the Recipient for disaster response including, but not limited to disaster response training and exercises, which is the program for which the Equipment was acquired (the "Program"), whether or not the Program continues to be supported by federal funding. As long as the Equipment is needed for the Program, as recommended by the Recipient and approved by the City, it shall be used only for the Program and for no other purpose; *provided however*, when the Equipment is no longer needed by the Program, it may be used in other activities currently or previously supported by a federal agency, subject to prior approval by the City. Notwithstanding the foregoing, use of the Equipment must support the Program by building or enhancing capabilities that relate to the prevention of, protection from, preparation for or response to disasters in order to be considered eligible.

5.02. The parties recognize that many projects or programs which support disaster preparedness simultaneously support preparedness for other hazards. The Recipient may make the Equipment available for use on other projects or programs currently or previously supported by the federal government, subject to prior approval by the City; *provided however*, such use does not interfere with the work on the Program or programs for which the Equipment was originally acquired. Recipient must demonstrate the dual-use quality for any activities implemented that are not explicitly focused on disaster preparedness. First preference for such other City approved use shall be given to other programs or projects supported by the federal granting agency. The recipient should also consider user fees and treat them as Program income, if appropriate, subject to prior approval by the City.

5.03. Notwithstanding Program income, the Recipient shall not use Equipment acquired with federal funds to provide services for a fee to compete unfairly with private companies that produce equivalent services, unless specifically permitted or contemplated by federal law.

5.04. When acquiring replacement equipment, the Recipient may use the Equipment to be replaced as a trade-in or sell the Equipment and use the proceeds to offset the cost of replacement equipment, subject to the prior written approval of the City.

6. ***Equipment Management/Record Keeping.*** The Recipient must provide procedures for managing the Equipment (including its replacement) and such procedures must, at a minimum, contain the following:

6.01. Recipient must maintain property records which include:

6.01.01. A description of the Equipment;

6.01.02. Manufacturer's serial number, model number, federal stock number or other identification number of the Equipment;

6.01.03. The source of the Equipment, including the award number;

6.01.04. Identification of the title holder;

6.01.05. Acquisition date or date received if Equipment is furnished by the federal government;

6.01.06. Cost of the Equipment;

6.01.07. Percentage (at the end of budget year) of federal participation in cost of the Equipment;

6.01.08. Location of the Equipment;

6.01.09. Use and condition of the Equipment; and

6.01.10. Disposition data, including date of disposal and sales price.

6.02. A physical inventory of the Equipment must be taken and the results reconciled with the property records specified in Section 6.01 at least once every six (6) months. The recipient shall, in connection with the inventory, verify existence, current use and continued need for the Equipment. Such physical inventory records and reports shall be submitted to the City semi-annually on June 30 and December 31, of each year of this Agreement.

6.03. The recipient must create a control system containing adequate safe guards to prevent loss, damage or theft of the Equipment. Any such loss, damage or theft shall be investigated and fully documented and shall immediately be reported to the City.

6.04. Any loss, damage, or theft, with respect to the Equipment, shall be investigated by both the City and the Recipient as appropriate.

6.05. The Recipient must provide adequate maintenance procedures to keep the Equipment in good condition. Maintenance records and reports must be submitted to the City semi-annually on June 30 and December 31, of each year of this Agreement.

6.06. If the Recipient is authorized to sell the Equipment, it must establish proper sales procedures to ensure the highest possible return for the Equipment. Such sales procedures must be submitted to the City for review and prior approval before Recipient attempts sale of the Equipment

6.07. Notwithstanding any other provision in this Agreement to the contrary, all records and reports and submittals (collectively the "Records") required, under this Agreement shall be kept by the Recipient for a period of five (5) years after disposition of the Equipment. Such Records shall be subject to City inspection at reasonable times at Recipient's offices during the term of this Agreement and the five year retention period.

6.08. When original or replacement equipment acquired under a grant or subgrant is no longer needed for the original project or program or for other activities currently or previously supported by a federal agency, disposition of the equipment, subject to the prior approval of the City shall be made as follows:

6.08.01. Items of equipment with a current per-unit fair market value of less than $5,000 may be retained, sold or otherwise disposed of subject to prior approval by the City and all proceeds shall be paid to the City.

6.08.02. Items of equipment with a current per-unit fair market value of $5,000 or greater may be retained or sold and the City shall have a right to an amount at least equal to the current fair market value at the time of disposition of the equipment multiplied by the City's share of the Equipment.

6.08.03. In cases where the Recipient fails to take appropriate disposition actions, the City may direct the Recipient to take disposition actions consistent with this Agreement.

7. ***Federal Equipment.*** In the event the Recipient is provided federally owned equipment:

7.01. Title will remain vested in the federal government.

7.02. Recipient or sub-grantees will manage the Equipment pursuant to federal agency rules and procedures, and must submit an annual inventory listing.

7.03. When the Equipment is no longer needed, the Recipient or subgrantee must request disposition instructions from the federal agency.

7.04. The federal awarding agency may reserve the right to transfer title to the federal government or a third party named by the federal awarding agency when such third party is otherwise eligible under existing statutes

7.05. Such transfers as contemplated in Section 7.04 are subject to the following standards:

7.05.01. The property shall be identified in the grant or otherwise made known to the Recipient in writing.

7.05.02. The federal awarding agency shall issue disposition instructions within 120 calendar days after the end of the federal support of the project for which it was acquired.

7.05.03. If the federal awarding agency fails to issue disposition instructions within the 120 calendar day period, the Recipient shall follow the provisions of 44CFR Sec. 13.32(e)(3)

7.05.04. When title to Equipment is transferred, the Recipient shall be paid an amount calculated by applying the percentage of participation in the purchase to the current fair market value of the Equipment.

8. ***Supplies.*** The following shall apply with respect to supplies:

8.01. Title to supplies acquired under a grant or a subgrant will vest, upon acquisition, in the Recipient or subgrantee respectively.

8.02. If there is a residual inventory of unused supplies exceeding $5,000.00 in total aggregate fair market value upon termination or completion of the award, and if the supplies are not needed for any other federally sponsored programs of projects, the Recipient or the subgrantee shall compensate the awarding agency for its share.

9. ***Term of Agreement.*** The term of this Agreement shall commence on the day and year first above written and shall continue in full force and effect until April 30, 2012; *provided however,* all requirements for record keeping in this Agreement shall remain in full force and effect until April 30, 2017.

10. ***Indemnification.*** Each party shall be solely responsible for the negligent or wrongful acts of its employees and agents. Nothing contained herein shall constitute a waiver by either party of its sovereign immunity, the limits of liability, or the provisions of Section 768.28, Florida Statutes.

11. ***Insurance.*** During the term of this Agreement, the Recipient shall obtain and maintain All-Risk Property Insurance and/or Property Damage Insurance in amounts equal to the full insurable value of the personal property, equipment or vehicles. If Recipient is an entity that is subject to the provisions of Section 768.28, Florida Statutes, such insurance coverage may come from valid self-insurance that is authorized in that statutory section.

12. ***Default.***

12.01. Should the Recipient default in its obligations under this Agreement, the City shall provide written notice to the Recipient of the default. The Recipient shall be given ten (10) business days, from receipt of the notice of default (or any such other amount of time agreed to by the parties, in writing) to remedy the default. If the default is not remedied within such time frame, the City may terminate this Agreement by giving ten (10) days advance written notice of such termination to the defaulting party.

12.02. Recipient's violation of any the provisions in this Agreement, shall constitute a default of this Agreement, subject to the provisions of this Section.

12.03. Notwithstanding any other provision of this Agreement to the contrary, in the event of Recipient's default, the City shall be entitled to all available remedies at law or equity.

13. ***Termination for Convenience.*** Notwithstanding any other provision in this Agreement to the contrary, either party may terminate this Agreement, at any time, without cause, by giving thirty(30) days advance written notice of such termination to the other party.

14. ***Return of Equipment.*** In the event this Agreement is terminated by default, by passage of time or for convenience, the Recipient shall return the Equipment to the City. Such Equipment shall be returned in as good condition as it was when received by the Recipient, normal wear and tear excepted.

15. ***Nonwaiver.*** Failure by either party to insist upon strict performance of any of the provisions hereof, either party's failure or delay in exercising any rights or remedies provided herein, or any purported oral modification or recision of this Agreement by an employee or agent of either party, shall not release either party of its obligations under this Agreement, shall not be deemed a waiver of any rights of either party to insist upon strict performance hereof, or of either party's rights or remedies under this Agreement or by law, and shall not operate as a waiver of any of the provisions hereof.

16. ***Notice.*** All written notices under this Agreement shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

16.01. ***As to the City***:

Martin Senterfitt, Chief
Emergency Preparedness Division
City of Jacksonville Fire and Rescue Department
515 North Julia Street, 4th Floor
Jacksonville, Florida 32202

16.02. ***As to the Recipient:***

Edwin C. Bailey, Director
Alachua County, FL Department of Public Safety
915 SE 5th Street
Gainesville, FL 32601

17. ***Governing Law, Venue and Severability.***

17.01. **Governing *Law.*** The rights, obligations and remedies of the parties as specified under this Agreement shall be interpreted and governed in all aspects by the laws of the State of Florida.

17.02. ***Venue.*** The venue for litigation of this Agreement shall be in courts, of competent jurisdiction located in Jacksonville, Duval County, Florida.

17.03. ***Severability***. Should any article, section, paragraph, sentence or other provision of this Agreement be determined, by the courts, to be unenforceable, for any reason, such article, section, paragraph, sentence or other provision shall be deemed to be severed from this Agreement and shall not affect the other provisions in this Agreement.

18. ***Construction.*** Both parties acknowledge that they have had meaningful input into the terms and conditions contained in this Agreement. Therefore any doubtful or ambiguous provisions contained herein shall not be construed against the party who physically prepared this Agreement. The rule sometimes referred to as "*Fortius Contra Preferentum*" shall not be applied to the interpretation of this Agreement.

19. ***Section Headings.*** Section headings appearing in this Agreement are inserted for convenience or reference only and shall in no way be construed to be interpretations of text.

20. ***Amendments.*** Any and all changes to, additions to, modifications of, or amendment to this Contract, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

21. ***Entire Agreement.*** This Agreement constitutes the entire agreement between the parties hereto for the receipt of the Equipment. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by either party, or any representative of either party, which is not expressed in this Agreement shall be binding.

22. ***Mobile Incident Mapping Unit.*** The parties shall cooperate with each other with respect to the Mobile Incident Mapping Unit , as specified in Exhibit "B", attached hereto and, by this reference, made a part hereof and incorporated herein.

[Remainder of page is left blank intentionally. Signature page follows immediately.]

IN WITNESS WHEREOF, the parties, by and through their respective authorized representatives, have executed this Agreement on the day and year first above written.

ATTEST:

By:_____
Neill W. McArthur, Jr., Corporation Secretary

ATTEST:

By:_____
Signature
Type/Print Name: _____
Title: _____

ATTEST:
J.K. IRBY, CLERK

CITY OF JACKSONVILLE

By:_____
Alvin Brown, Mayor

ALACHUA COUNTY FLORIDA
DEPARTMENT OF PUBLIC SAFETY

By:_____
Type/Print Name: _____
Title: _____

LEE PINKOSON, CHAIR

Encumbrance & funding information & form approval are on next page.

APPROVED AS TO FORM
ALACHUA COUNTY ATTORNEY

Encumbrance and funding information for internal City use:

Encumbrance by Subsequent Purchase Order(s).
Amount.....$89,761.00

This above stated amount is the maximum fixed monetary amount of the foregoing contract. It shall not be encumbered by the foregoing contract. It shall be encumbered by one (1) or more subsequently issued Purchase Order(s) that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such Purchase Order(s) are issued.

In accordance with Section 24.103(e), of the *Ordinance Code* of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; *provided however*, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrance[s] shall be made by subsequent purchase order[s], as specified above.

_____
Director of Finance
City Contract #_____

Contract Encumbrance Data Sheet follows immediately.

Jacksonville
Where Florida Begins.

Purchase Order

EXHIBIT "A"

City of Jacksonville
117 W. Duval Street
Jacksonville, FL 32202

VENDOR

Vendor Number: 00007167
Van-Mor, Inc.
PO Box 244
dba van-mor, inc
Ocala, FL 34478
Phone No: 352-732-8524

PO Date: 05/06/2011
Buyer: Martha Arnett
Phone #: (904) 255 - 8826
FOB: F.O.B., Destination
Terms: Net 30

Purchase Order Number
PO107047
Purchase Order
ALL PACKING SLIPS, INVOICES, AND CORRESPONDENCE MUST REFERENCE THIS NUMBER.

SHIP TO

Fire & Rescue
Emergency Preparedness Division
515 North Julia Street
4th Floor
Jacksonville, FL 32202
Contact CHIEF SENTERFITT at (904)630-2472

INVOICE

Finance Department
Accounts Payable
117 W. Duval Street, Suite 375
Jacksonville, FL 32202

Department	Bid Number	Requisition Number	Delivery Date
Fire & Rescue		REQ098369	

Item	Description	Quantity	Unit	Unit Price	Total
1	FOR INTERNAL USE ONLY PROJECT #E36 / AEL: 12TR-00-TEQP				
2	ITEM #1 ONLY OF BID SPECIFICATIONS - GIS MOBIL MAPPING UNIT BASE BID LESS DELETED ITEMS NEGOTIATED PRIOR TO AWARD	1.00	EA	$89,761.00	$89,761.00
	LN / FY / Account Code: 2 / 11 / FREP1F9-06401--FRE034-10- — Dollar Amount: $89,761.00				
3	PURCHASE ORDER # MUST APPEAR ON THE INVOICE(S). DELIVERY ADDRESS: FLEET MANAGEMENT 2581 COMMONWEALTH AVE - 32254				
				Subtotal:	$89,761.00
				Freight:	$0.00
				Discount:	$0.00
				TOTAL:	$89,761.00

THIS ORDER IS SUBJECT TO THE GENERAL CONDITIONS ATTACHED HERETO.

MANUFACTURER'S FEDERAL EXCISE TAX EXEMPT NO: 59-89-0120K

FLORIDA STATE SALES AND USE TAX EXEMPTION NO: 85-8012621607C-8

Revised Date: 01/14/2008

Approved By Michael Clapsaddle, Chief
Procurement Division

Michael Clapsaddle

Exhibit "B"

- The Mobile Incident Mapping Unit (MIMU) is a joint project between Duval County Emergency Management (EM) and Alachua County Department of Public Safety (PS).
- The MIMU is being funded by the UASI FY 2009 under the direction of the Duval County Emergency Management.
- Alachua County PS will provide tags, insurance and maintenance.
- Duval County EM has received the funding to train personnel on the US National Grid and because the MIMU will be used as an interface tool for this process, training funds will also include proper training of personnel on the usage of the MIMU.
- Alachua County PS agrees to provide initial staffing for up to 72-hours for the MIMU in the event of a deployment or until such time as additional personnel are trained to provide ongoing support during an activation or event.
- Alachua County PS agrees to be able to mobilize the MIMU including qualified staff and driver within six hours of notification of the MIMUs need anywhere in the region.
- It is understood that Alachua County staff deployed in support of the MIMU for any period of time beyond normal day/period will have all of their costs to include but not limited to per diem, payroll, travel and lodging paid for by the requesting agency of the State of Florida.
- The MIMU will be stored in Alachua County at a secured facility.
- The primary mover for the MIMU will be provided by Alachua County PS.

- The MIMU will be labeled with both the "Duval County Department of Emergency Management" logo, the "Alachua County Department of Public Safety" logo and due to grant guidance, labeled with "Purchased with Department of Homeland Security Funds" across the back as well.
- If network connectivity is necessary, Alachua County PS will provide access to the portable satellite located in the E911 with the understanding that it not be activated unless funding for its usage is paid for by the agency requesting aid. To minimize costs, appropriate security and guidelines will be adhered to as this will ensure minimal usage.

September 27, 2011 Regular BoCC Meeting
Agenda Item #79

Title
Seimens Healthcare Diagnostics: Finance Report and Purchase Order 120058. (Amended)

Amount
$82,154.00

Description
Request approval of the Finance Report and Purchase Order 120058 issued to Seimens Healthcare Diagnostics.

Recommendation
Approve the Finance Report and Purchase Order 120058 issued to Seimens Healthcare Diagnostics.

Alternative(s)
That the Board reject the Finance Report and the issuance of Purchase Order.

Requested By
Tom Tonkavich/Larry M. Sapp

Originating Department
Court Services/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 120058, in the amount of $82,154.00 to Seimens Healthcare Diagnostics, for the purchase of Urinalysis Testing Supplies and Training.

Background
Seimans Healthcare Diagnostics provided and installed drug testing equipment on which all tests for Court Services programs are performed. The equipment will only accept reagents and products which Seimans is the sole manufacturer and provider.

Issues
The Court Services' drug test lab is essential to reporting results to the courts. The court is familiar with, and fully accepts, the results from this equipment. In addition, the Court Services' computer system is tied into the equipment to transfer results directly into its departmental data management system.

Fiscal Recommendation
Sufficient funds exist to cover the purchase order.

Fiscal Alternative(s)
n/a

Funding Sources
General Fund

Account Code(s)
001-3600-622.52-50, 001-3640-523.52-50

Attachment: 120058FR.pdf
Attachment: 120058PO.pdf

Alachua County
Department of Administrative Services
Purchasing

Larry M. Sapp, CPPB
Purchasing Manager

Christy S. Winters, CPPB
Purchasing Supervisor

September 6, 2011

MEMORANDUM

To: Alachua County Board of County Commissioners

From: Betty M. Baker, Administrative Services Director JAC for BMB

Larry M. Sapp, C.P.P.B. Purchasing Manager LMS

Subject: **Finance Report**

Approve Purchase Order #120058, to Seimens Healthcare Diagnostics, in the amount of $82,154.00, for the purchase of Urinalysis Testing Supplies and Training for the Alachua County Court Services Department.

ADMINISTRATIVE RECOMMENDATION:

That the Board approve Purchase Order #120058 and authorize the Chairperson's signature on the same.

APPROVED THIS 27 DAY OF September, 2011

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

BY: _____
Chairperson

ATTEST: _____
Clerk

LS:mm

PURCHASE ORDER

ALL PACKING SLIPS, INVOICES AND CORRESPONDENCE MUST REFLECT THIS NUMBER

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. BOX 1467
GAINESVILE, FL 32602
PHONE (352) 374-5202
FAX (352) 491-4569

NO. 120058

ORDER DATE	:	9/03/2011
REQ. NUMBER	:	
BID NUMBER	:	
BUYER	:	MATT STEVENS
ACCOUNT NO.	:	SEE BELOW
VENDOR NO.	:	14163

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
1			AUTHORIZATION FOR THE PURCHASE OF URINALYSIS TESTING SUPPLIES AND TRAINING.	82154.00	NA	1.0000	82154.00
			AC COURT SERVICES CONTACT: JIM SANTANGELO @ (352) 491-4634				
						TOTAL	82154.00

REMARKS:

BLANKET AUTHORIZATION IS HEREBY GRANTED TO THE SAID DEPARTMENT FOR THE PURCHASE OF SAID ITEMS AND/OR SERVICES DURING THE PERIOD OF OCTOBER 1, 2011 OR FROM THIS DATE (WHICHEVER IS LATEST) THROUGH SEPTEMBER 30, 2012.

FREIGHT CHARGES INCLUDED WHEN APPLICABLE.

THE ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS WILL NOT BE BOUND BY ANY EXACT QUANTITIES.

THE BOARD WOULD LIKE TO IMPRESS UPON YOU THE IMPORTANCE OF STRICTLY ADHERING TO THE DOLLAR AMOUNTS ON YOUR BLANKET PURCHASE ORDER. THE BOARD WILL NOT BE RESPONSIBLE FOR PURCHASES IN EXCESS OF THAT AMOUNT.

PLEASE NOTE THAT THE QUANTITY AND THE UNIT COST FIGURES ARE REVERSED; THIS WILL ENABLE OUR

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

JAC for BL 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. 120058

ORDER DATE	:	9/03/2011
REQ. NUMBER	:	
BID NUMBER	:	
BUYER	:	MATT STEVENS
ACCOUNT NO.	:	SEE BELOW
VENDOR NO.	:	14163

** CONTINUED **

VENDOR	SHIP TO
VENDOR I.D. # ☐ SEIMENS HEALTHCARE DIAGNOSTICS	ALACHUA COUNTY

ITEM	REQ'D	B/O	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION

REMARKS:

SOFTWARE TO MAKE PARTIAL PAYMENTS TO YOU.

FISCAL NON-FUNDING:
EFFECTIVE ONLY TO THE EXTENT OF APPROPRIATIONS THIS BLANKET PURCHASE ORDER SHALL BE DEEMED AVAILABLE TO ALACHUA COUNTY AT ANY TIME DURING THE PERIOD INDICATED ON THE BLANKET PURCHASE ORDER.

REQ. NO.	DATE	ACCOUNT NO.	PROJECT	AMOUNT
0000056508	7/06/2011	001360062 25250		64000.00
M/$/BO/12/DC/MCCOY				
0000056508	7/06/2011	001364052 35250		18154.00
M/$/BO/12/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

DATE APPROVED

VENDOR COPY

JAC for BS

AUTHORIZED SIGNATURE

September 27, 2011 Regular BoCC Meeting
Agenda Item #80

Title
Remove AC Fire Rescue unaccounted for property from the County's Amounts Invested in Property

Amount
N/A

Description
Each year the Alachua County Fire Rescue staff works with Finance and Accounting to conduct a physical inventory of County property and equipment, per Chapter 63I, Florida Administrative Code. The AC Fire Rescue was unable to locate the items listed in Attachment A, and requests that the Clerk be authorized to remove this item form the County's Amounts Invested in Property. All procedures were followed.

Recommendation
Adopt Resolution authorizing the Clerk of Court to record the loss of the items. The disposal would be effective as of today, September 27, 2011.

Alternative(s)
Do not authorize disposal.

Requested By
Steven Bostick ext 2603

Originating Department
F&A for AC Fire Rescue

Attachment(s) Description
Resolution and Explanation Letter per Fire Rescue

Documents Requiring Action
Resolution

Executive Summary
Each year the Alachua County Fire Rescue staff works with Finance and Accounting to conduct a physical inventory of County property and equipment, per Chapter 63I, Florida Administrative Code. The AC Fire Rescue Department was unable to locate the items listed in Attachment A, and requests that the Clerk be authorized to remove these items from the County's Amounts Invested in Property. All procedures were followed.

Background
Each year the Alachua County Fire Rescue staff works with Finance & Accounting to conduct a physical inventory of County property and equipment, per Chapter 69I-73, Florida Administrative Code.

Issues
All procedures required by the Florida Administrative Code regarding property inventory have been follows. The disposal of such items must be recorded in the minutes of the Board of County Commissioners.

Fiscal Recommendation
Dispose items listed in Attachment A.

Fiscal Alternative(s)
Do not authorize disposal.

Funding Sources
N/A

Account Code(s)
N/A

Attachment: Fire_Rescue_Explanation_Letter.pdf
Attachment: Fire_Rescue_Missing_Property_Resolution.pdf

RESOLUTION 11- 118

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA AUTHORIZING THE CLERK TO REMOVE FROM THE BOARD'S "AMOUNTS INVESTED IN PROPERTY" THE VALUE OF UNACCOUNTED FOR PROPERTY FOR THE ALACHUA COUNTY FIRE RESCUE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Alachua County, a Charter County pursuant to Article VII, Section 1(g), of the Florida Constitution, has all power of local self-government not inconsistent with general law or with special law approved by vote of the electors: and,

WHEREAS, Chapter 69I-73, Florida Administrative Code, provides requirements related to tangible personal property owned by local governments, including requirements for maintaining a record and inventory of such property; and,

WHEREAS, Chapter 69I-73, Florida Administrative Code, requires a reconciliation of the physical inventory to property records; and,

WHEREAS, Chapter 69I-73, Florida Administrative Code, requires items not located by a physical inventory be promptly reported to the governmental unit which shall cause a thorough investigation to be made and to that end, the Department Head was duly notified; and,

WHEREAS, Chapter 69I-73, Florida Administrative Code, requires items identified as unaccounted for shall not be recorded as dispositions or otherwise removed from the property records except as provided in Section 17.041, Florida Statutes and Chapter 69I-71 Florida Administrative Code; and,

WHEREAS, Chapter 69I-73, Florida Administrative Code, requires that pending their location or disposition, the value of such items may be omitted from the amounts reported as invested in property, but not removed from the property records.

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

1. As authorized by Chapter 69I-73, Florida Administrative Code, the Clerk has identified the following unaccounted for items of property for the Alachua County Fire Rescue Department, per attachment A. As required by Chapter 69I-73, Florida Administrative Code, the Clerk has filed a report with the Alachua County Sheriff describing the missing items.
2. The Clerk will adjust the amounts reported as invested in property to reflect the unaccounted for items as a result of the fiscal year 2010-2011 property inventory for the above items.
3. By adoption of this resolution the Board authorizes the Clerk to remove the value of the items from amounts reported as invested in property and if the items are subsequently found, to reverse the removal.
4. That this resolution shall take effect immediately upon its adoption.

Duly adopted in regular session, this 27th day of September, A. D. 2011.

BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY

By: _____
Lee Pinkoson, Chair

ATTEST:

_____
J. K. Irby, Clerk
(Seal)

APPROVED AS TO FORM:

_____
Alachua County Attorney

Attachment A

PROP #	SERIAL NUMBER	ITEM DESCRIPTION
31600	7LKSB01184	PC/LAPTOP: PANASONIC P-150 PROCESSOR
34494	466AAE4339	RADIO/PORTBL: MOTOROLA MTS 2000/MODEL 1/ANALOG
34500	466AAE4345	RADIO/PORTBL: MOTOROLA MTS 2000/MODEL 1/ANALOG
35052	494AAE1320	RADIO/MBL:MOTOROLA SPECTRA A5/35W/DIGITAL/800MHZ
35953	MPS-TED	PC,MEDIAPLAY/17"MON/VIDEO MESSAGE DISPLAY SYSTEM
36964	N/A	ELLIPTICAL CROSS-TRAINER:SPORT ART MODEL 805-P

Alachua County Public Safety

Edwin C. Bailey, Director

MEMORANDUM

Date August 29, 2011

To: Todd Hutchinson, Finance Director

VIA: Randall H. Reid, County Manager

From: Edwin C. Bailey, Director

Subjects: FY11 Inventory

As of August 25, 2011, 6 items remain on the list of items not located during the Property Inventory for 2011. We have exhausted all efforts to locate the below items. Please ensure that the 6 items are removed from our inventory. The items are identified below:

PROP #	SERIAL NUMBER	ITEM DESC	LOC CD	Disposition
31600	7LKSB01184	PC/LAPTOP: Panasonic P-150 Processor	ZS12	1998 laptop, fully depreciated. Unable to locate documentation of disposition. Unit surplused or discarded.
34494	466AAE4339	RADIO/PORTBL: MOTOROLA MTS 2000/ MODEL 1/ANALOG	ES02	2000 portable radio, fully depreciated. Unable to locate documentation of disposition. Unit surplused or discarded.
34500	466AAE4345	RADIO/PORTBL: MOTOROLA MTS 2000/MODEL 1/ANALOG	ES02	2000 portable radio, fully depreciated. Unable to locate documentation of disposition. Unit surplused or discarded.
35052	494AAE1320	RADIO/MBL:MOTOROLA SPECTRA A5/35W/DIGITAL/800MHZ	ES02	2001 mobile radio, fully depreciated. Unable to locate documentation of disposition. Unit surplused or discarded.
35953	MPS-TED	PC,MEDIAPLAY/17"MON/VIDEO MESSAGE DISPLAY SYSTEM	CC96	2003 unit fully depreciated. Surplused or discarded during equipment upgrade; Unable to locate documentation of disposition.
36964	n/a	ELLIPTICAL CROSS-TRAINER:SPORT ART MODEL 805-P	ZS23	2004 unit fully depreciated. Unit was traded in with new equipment purchase. Unable to locate documentation of disposition.

Item #35041 (Serial #494AAE1259) is a mobile radio assigned to our former Medical Director. We are certain that he is in possession of the radio and are coordinating schedules to have the radio uninstalled. We will provide a picture of the radio as soon as possible.

If you have any questions or require additional information, please feel free to contact me at 384-3130.

Cc: William K. Northcutt, Fire Rescue Chief
Cheryl Anderson-Ellis, Assistant Director of Administration
Linda Schoellhorn, Systems Coordinator/Manager

P.O. Box 548 ■ Gainesville, Florida 32602 ■ Tel. (352) 384-3101 ■ Fax (352) 334-0832
Suncom 651-3101 ■ Home Page: http://www.alachuacounty.us

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

September 27, 2011 Regular BoCC Meeting
Agenda Item #81

Title
Florida Homes, Inc. Construction Agreement(Amended) (Amended)

Amount
$53,579.00

Description
Request Approval of Bid award for Neighborhood Stabilization Program (NSP) 026, (12713 NW 73rd Terrace)

Recommendation
Approve the bid award for NSP 026 and authorize Chair to sign Construction Agreement with Florida Homes, Inc. and the Notice to Proceed.

Alternative(s)
Do not approve the bid award for NSP 026.

Requested By
Tom Webster, Housing Programs Manager

Originating Department
Growth Management

Attachment(s) Description
Purchasing Finance Report Construction Agreement with Florida Homes, Inc. Work Write-up/Bid Form

Documents Requiring Action
Construction Agreement with Florida Homes, Inc. Notice to Proceed: Exhibit A to Construction Agreement Purchasing Finance Report

Executive Summary
This proposed construction agreement with Florida Homes, Inc. is necessary to make repairs to this NSP home to meet all program requirements. The housing rehabilitation bid was advertised through Purchasing and bids were received in accordance with NSP and County policies. Both the Finance Report and the Construction Agreement are being presented for approval simultaneously to expedite repairs to this NSP home.

Background
Alachua County was awarded a Neighborhood Stabilization Program grant by the State of Florida Department of Community Affairs to purchase foreclosed properties in targeted areas, make necessary home repairs, and then either make them available for resale or as rental properties to income eligible households. Five sealed bids were received by Alachua County on July 27, 2011. The bid is based on repairs identified in the work write-up/bid form. This home will be transferred to an eligible not for profit agency and used as affordable rental housing for income eligible households. This is one of five rental homes being made available to an eligible not for profit agency through a Request for Proposal process, now underway.

Issues
This construction agreement is needed to meet program requirements.

Fiscal Recommendation
This recommendation has no adverse fiscal impact.

Fiscal Alternative(s)
n/a

Funding Sources
Neighborhood Stabilization Program 1

Account Code(s)
203-6550-554.49-99

Attachment: Work writeup bid form 12713 NW 73rd Terrace Alachua.pdf
Attachment: Finance Report.pdf
Attachment: Fla Homes 12713 NW 73 NSP Rehab Final.pdf

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: September 12, 2011

MEMORANDUM

To: John Johnson, Contracts Coordinator

From: Tom Webster, Housing Programs Manager TW

Subject: Construction Agreement with Florida Homes Inc

Attached please find one original construction agreement to be signed by the Chair for the September 27th meeting. Contained in this document is Exhibit A which also must be signed by the Chair. The Finance Report also needs to be signed by the Chair. Please contact me if you have any questions.

Thanks.

ALACHUA COUNTY
DEPARTMENT OF GROWTH MANAGEMENT

10 S.W. 2nd Avenue Third Floor Gainesville, Florida 32601-6294
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John Freeland
Building Official

Benny Beckham
Zoning Administrator

Jonathan Paul, AICP,MA2
Concurrency and Impact Fee Manager

DATE: August 29, 2011

MEMORANDUM

To: Larry Sapp, Purchasing Manager

From: Tom Webster, Housing Programs Manager TW

Subject: 12713 NW 73rd Terrace

Attached please find the recommendation of Meridian Community Services Group. I concur with their recommendation. Please contact me if you have any questions.

REC'D GROWTH MGT
ALACHUA COUNTY.
2011 AUG 17 AM 11:3

MERIDIAN

community services group, inc.

TALLAHASSEE
P.O. Box 13855
Tallahassee, FL 32317
888/847-1905 Toll Free
850/577-1924 Fax
Fax/Data 577-9785

GAINESVILLE
P.O. Box 357086
Gainesville, FL 32635-7086
866/431-1927 Toll Free
352-381-2975 Fax
352-481-4270 Fax

ST. PETERSBURG
111 2nd Ave NE
Suite 500
St. Petersburg, FL 33701
727-896-4511 Fax
727-456-4753 Fax

FT. MYERS
1111 Colonial Blvd
Suite 205
Ft. Myers, FL 33907
239-275-3050 Fax

MEMORANDUM

TO: Alachua County Board of County Commissioners

FROM: Jay Moseley, Senior Vice President

SUBJECT: Bid Award

DATE: August 17, 2011

BID AWARD

On July 27, 2011 sealed bids were received and opened for one house in the Alachua County Community Development Block Grant – Neighborhood Stabilization Program. Five bids were submitted by contractors. The address, recommended bidder and the amount for this house is listed below:

ADDRESS	RECOMMENDED BIDDER	AMOUNT
12713 NW 73rd Terrace	Florida Homes	$53,579

Recommended Action # 1: Award the house as identified above.

Attachments:
Bid Tabulation

ALACHUA COUNTY NSP CDBG 10DB.4X.03.11.01.F01 BID TABULATION

Wednesday July 27, 2011

Contractor	12713 NW 73rd Terrace				[redacted]
Corporate Construction	53,647.00				
Certified Roofing and Construction	55,931.00				
Steppen and Spaulding	61,621.00				
Hanson Construction Services	N/B				
M.J. Johnson Construction	N/B				
James Rawson Construction	53,899.00				
Florida Homes, Inc.	53,579.00				
15% above	$ 89,012.00				
Meridian Community Services Estimate	[redacted]				
15% below	$ 43,618.00				
Recommended Contractor					

Opened By: Pearline Williams D.C.
Signature

Print

Witnessed by:
Signature

Matt Stevens
Print

Bid Opening:
Wednesday July 27, 2011 @ 2:00 PM

Alachua County
Department of Administrative Services
Purchasing

Larry M. Sapp, CPPB
Purchasing Manager

Christy S. Winters, CPPB
Purchasing Supervisor

August 31, 2011

MEMORANDUM

TO: Alachua County Board of County Commissioners

FROM: Betty Baker, Director, Administrative Services

Larry Sapp, CPPB, Purchasing Manager

SUBJECT: **Finance Report**

Request that the Board approve the bid award for one (1) rehabilitation job for the CDBG Housing Rehabilitation Program.

Administrative Recommendation:

That the Board approve the recommendation of the Growth Management Department to approve the award of Alachua County NSP CDBG 10DB.4X.03.11.01.F01 Bid, to Florida Homes, Inc., in the amount of $53,579.00 (12713 NW 73rd Terrace), as the responsive and responsible bidder meeting specifications and authorize staff to negotiate a contract.

DONE THIS 27 DAY OF September, 2011.

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

Chairperson

LEE PINKOSON, CHAIR

ATTEST:

Clerk

LS:mm

APPROVED AS TO FORM

ALACHUA COUNTY ATTORNEY



ALACHUA COUNTY

GENERAL CONSTRUCTION AGREEMENT

NEIGHBORHOOD STABILIZATION PROGRAM

Fla. Homes, Inc. R/C.

CONTRACTOR

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GENERAL CONSTRUCTION AGREEMENT

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ATTACHMENT A: CONTRACT SPECIFICATIONS

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ATTACHMENT C: SCOPE OF SERVICES- WORK WRITE UP

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EXHIBITS

EXHIBIT A: NOTICE TO PROCEED
EXHIBIT B: ALACHUA COUNTY NOTICE TO PROCEED AMENDMENT
EXHIBIT C: INSURANCE
EXHIBIT D: RELEASE AND AFFIDAVIT
EXHIBIT E.: APPLICATION FOR PAYMENT
EXHIBIT F: SUBCONTRACTOR/MATERIALMAN WAIVER & RELEASE OF LIEN

GENERAL CONSTRUCTION AGREEMENT

THIS AGREEMENT ("Agreement" or "Contract") made and entered into this 07 day of September, 2011, by and between Fla. Homes, Inc. R/C., license number CGC052062 hereinafter referred to as "Contractor" doing business at 13919 NW 145th Avenue, Alachua, FL 32615 and ALACHUA COUNTY, FLORIDA, a political subdivision and Charter County of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County":

W I T N E S S E T H:

That the Contractor, for the consideration hereinafter set out, hereby agrees with the County as follows:

1. THE WORK:

a. That the Contractor shall furnish all labor, material, equipment, apparatus and the services covered by the Specifications by the date specified in **Attachment C** (Scope of Services) and all incidental and necessary work thereto. (The Work)

2. TERM OF CONTRACT:

a. The initial term of the contract will be from the date of execution of this agreement until the work is completed as required by the Notice to Proceed (NTP) (**Exhibit A)** and be completed by the date specified in the NTP unless amended or terminated as provided herein.

3. COMPENSATION AND PAYMENT

a. For all services actually, timely and faithfully performed, the Contractor will be paid as follows:

b. The Contractor shall be paid the sum of **Fifty-Three Thousand Five Hundred Seventy-Nine and 00/100 Dollars** ($53,579.00), allocated as provided in the Schedule of Values Attached hereto.

c. As a condition precedent for any payment, the Contractor shall submit monthly, an invoice to the County requesting payment for services properly rendered and expenses due. The Contractor's invoice shall describe with reasonable particularity each service rendered, the date thereof, the time expended if such services were rendered pursuant to a fee and the person(s) rendering such service. The Contractor's invoice shall be accompanied by such documentation

or data in support of expenses for which payment is sought as the County may require. Each invoice shall bear the signature of the Contractor, which signature shall constitute the Contractor's representation to the County that the services indicated in the invoice have reached the level stated, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Contract, that all services provided are for a public purpose, that all obligations of the Contractor covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Contractor that payment of any portion thereof should be withheld. Submission of the Contractor's invoice for final payment shall further constitute the Contractor's representation to the County that, upon receipt by the County of the amount invoiced, all obligations of the Contractor to others, including its consultants, incurred in connection with the Project, will be paid in full. The Contractor shall submit invoices to the County at the following address:

Department Director
ATTN: Tom Webster
10 SW 2nd Avenue
Gainesville, FL 32601

d. Payments for all sums properly invoiced shall be made in accordance with the provisions of Chapter 218, Part VII Florida Statutes ("Local Government Prompt Payment Act") to:

Fla. Homes, Inc. R/C.
13919 NW 145th Avenue, Alachua, FL 32615

e. No additional reimbursable expense will be paid under this Agreement

4. <u>PROGRESS PAYMENTS AND RETAINAGE:</u>

a. That it is agreed by both parties hereto that progress payments and final payment for work performed, determined by the County's Project Representative, will be made in accordance with the provisions as stipulated in the NTP and Attachment B. In case of conflict in payment terms, the terms in the NTP shall prevail.

b. If the total cost of the Work required is less than $200,000, it is agreed that 0% of the amount earned through each progress payment (if provided for) as set forth in the NTP or Attachment B will be withheld until the Project reaches Substantial Completion. A total of 3 progress payments will be made at each 1/3 of the project.

c. If the total cost of the Work required is greater than $200,000.00 it is agreed by both parties hereto that progress payments (if provided for) and final payment for work performed, determined by the County's Project Representative, will be made in accordance with the provisions as stipulated in the NTP or Attachment B as provided above. It is agreed that 10% of the amount earned through each progress payment as set forth in the Contract Documents and Specifications will be withheld until the Project reaches 50% completion. For purposes of this project, 50% completion is defined based on the unit prices identified by the work write-up. Once 50% completion is reached the Contractor may request that the County shall pay up to one half of the retainage then held by the County for the properly completed work. If the County does not dispute any services or payment, the County will make such payment. Furthermore, once 50% completion is reached, the County shall only retain 5% of each progress payment.

d. Within 30 days of substantial completion of the Work as defined herein, or if not defined upon reaching beneficial occupancy or use, the Contractor and County will develop a list (The List) of items required to render complete, satisfactory and acceptable the construction services required herein. County will provide a first draft of the List within fifteen (15) days of notice of substantial completion. Contractor will notify the County of acceptance or of any changes requested within ten (10) days of receipt. The List developed does not relieve the Contractor of the responsibility for corrective work or for pending items not yet completed for the Project and any items that are identified after development of The List that are required to correct or complete the Project remain the responsibility of the Contractor.

e. The County shall not be obligated to make payment to the Contractor for amounts that are the subject of a good faith dispute or a claim brought pursuant to §255.05, Florida Statutes.

5. ASBESTOS FREE MATERIALS:

a. All work under this Contract will be performed with asbestos free materials. A written, notarized statement on company overhead is to be submitted with the executed Contract certifying this fact. All payments shall be withheld until such statement is submitted.

b. Contractor agrees that if materials containing asbestos are subsequently discovered at any future time to have been included in the construction done by the Contractor or any of its Subcontractors or agents and were not specified in the design or required by the Contract document, Contractor shall be liable for all costs related to the abatement of such asbestos and damages or claims against the County.

6. LIQUIDATED DAMAGES:

a. It is agreed by both parties that time is of the essence for the completion of this project. The Contract Time shall begin with the date provided in the Notice to Proceed to the Contractor by the County and will be complete within the time specified by the NTP

b. Inasmuch as failure to complete the work within the time herein fixed will result in substantial injury to the County and whereas damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreed that if such work is not substantially completed as herein defined or within such further time, if any, as shall be allowed for such performance of substantial completion in accordance with the provisions of this Agreement, the Contractor shall pay the County as liquidated damages and not as a penalty the sum of ***$50.00*** per day for each and every calendar day after the date fixed for such substantial completion for the project.

c. Inasmuch as failure to complete the work within the time herein fixed will result in substantial injury to the County and whereas damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreed that if such work is not finally completed as herein defined or within such further time, if any, as shall be allowed for such performance of final completion in accordance with the provisions of this Agreement, the Contractor shall pay the County as liquidated damages and not as a penalty the sum he sum of ***$50.00*** per day for each and every calendar day after the date fixed for such completion for the project. It is agreed by both parties that time is of the essence for the completion of this project. The Contract time shall begin with the issuance of a NTP and will be complete within stated calendar days from the issuance of the NTP. Details are provided in Specific Terms.

7. RELEASE OF LIENS:

a. It is agreed that when all work contemplated by this Agreement has been completed and has been inspected and approved by the County or the County's authorized representatives, the Contractor shall furnish to the County the Contractor's Final Affidavit and Release of Lien in the form provided in **Exhibit D**. The Contractor shall also provide a Release of Liens from every subcontractor, material man and supplier that has provided services or materials to the Project in the form provided in **Exhibit E** or on a form acceptable to the County.

8. INCORPORATION BY REFERENCE OF SPECIFICATIONS AND GENERAL CONDITIONS:

a. This document, the NTP, and any other documents listed or attached to this Contract are made a part of the Contract the same as though they were set forth at length herein.

b. In cases of discrepancy, the governing order of the documents is as follows:
   1. Contract Specific Term
   2. General Terms
   3. Scope of Service
   4. Notice to Proceed

9. INDEMNIFICATION:

a. To the maximum extent permitted by Florida law, the Contractor shall defend, indemnify and hold harmless the County and its officers and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, whether resulting from any claimed breach of this Agreement by the Contractor or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement.

b. The duty to defend under this Article is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Contractor, the County and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to the Contractor. The Contractor obligation to indemnify and defend under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

c. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor insurance coverage. This indemnification provision shall survive the termination of the Contract between the County and the Contractor.

d. In any and all claims against the County or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Article shall not be

limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or employee benefit acts.

e. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions of §768.28, Florida Statutes.

10. INSURANCE:

Throughout the term of this project, the Contractor shall provide and maintain insurance of the types and in the amounts set forth in **Exhibit C**.

11. SEVERABILITY:

a. It is understood and agreed by the parties to this Agreement that if any of the provisions of the Agreement shall contravene, or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the parties shall be construed and enforced accordingly.

12. AMENDMENT:

a. This Agreement may be amended by mutual written agreement of the parties hereto. Further, this Agreement, including without limitation all changes in the maximum indebtedness, scope of services, time of completion, and other material terms and conditions, may be changed only by such written amendment.

13. INDEPENDENT CONTRACTOR:

a. In the performance of this Agreement, the Contractor will be acting in the capacity of an independent contractor, and not as an agent, employee, partner, joint venture, or associate of the County. The Contractor shall be solely responsible for the means, methods and techniques, sequences and procedures utilized by the Contractor in the full performance of this Agreement. Neither contractor nor anyone employed by Contractor shall represent, act, purport to act, or to be deemed to be the agent, representative, employee or servant of the County.

14. OPTIONAL PARTICIPATION OF CONSULTANT:

a. The County is free to elect to have a Consultant on the job site to respond to requests for information made by Contractors, and to approve any payment requests. If the County does not elect to have a Consultant on the job site, any

provisions incorporated in this Contract referring to the Consultant shall be disregarded, and any requests for information and approvals of payment requests shall be made by the Facilities Manager.

15. CHOICE OF LAW:

a. The laws of the State of Florida shall govern this Agreement and the duties and obligations stated within this Agreement. Venue shall be in Alachua County.

16. COMPLETE AGREEMENT:

a. This Agreement contains the sole and entire agreement between the County and the Contractor and supersedes any other written or oral agreements between them not incorporated herein.

17. NON-WAIVER:

a. The failure of any party to exercise any right in this agreement will not waive such right in the event of any further default or non-compliance.

18. SUCCESSORS AND ASSIGNS:

a. The Contractor shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the County. Subject to the provisions of the preceding sentence, each party hereto binds itself, its successors, assigns and legal representatives to the other and to the successors, assigns and legal representatives of such other party. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, nor shall it be construed as giving any right or benefit hereunder to anyone other than the County or the Contractor.

19. NO THIRD PARTY BENEFICIARIES

a. Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.

20. COUNTERPARTS:

a. This agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

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

ALACHUA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

BY: _____
COUNTY COMMISSION CHAIR
LEE PINKOSON, CHAIR

APPROVED AS TO FORM

_____
Alachua County Attorney's Office

ATTEST:

_____
J. K. Irby, Clerk
(SEAL)

ATTESTED: (By Corporate officer)

By: _____
Signature

Print/Type: _____
Name

Title: _____

Contractor:

By: _____
Signature

Print/Type: _____
Name

Title: _____

ATTACHMENT A: CONTRACT SPECIFICATIONS

CONTRACT SPECIFIC TERMS

1. (RESERVED)

2. PRICING

2.1. The actual pricing for work performed under the Contract will be as provide in the Scope of Services and the NTP.

3. HOURS OF WORK

3.1. Standard hours of work will be from 7:00 AM to 5:00 PM, Monday through Friday, unless alternate standard hours are agreed to and adopted. Under no circumstances will the Contractor perform any work at any time or access the site of the Work without specific written (by memorandum or email) of the Owner's representative.

3.2. Non-standard hours are hours required by Owner to be worked before 7:00 AM and after 5:00 PM (unless alternate standard hours are agreed and adopted), Monday thru Friday, and all hours worked on Saturdays, Sundays and holidays will be considered non-standard hours.

3.3. Non-standard hours worked by Contractor to regain schedule or for Contractor's convenience shall not be entitled to additional compensation.

3.4. County Holidays - Holidays falling on Saturday will be observed on the Friday preceding the holiday and those falling on Sunday will be observed on the Monday following the holiday.

New Years Day
Martin Luther King Day
Memorial Day
4th of September
Labor Day
Veteran's Day
Thanksgiving Day and the day after Thanksgiving
Christmas Day

4. WORK AUTHORIZATION

4.1. Any work required under this Contract shall be authorized by issuance of formal, written NTP, based on the Scope of Services (Attachment C):

4.2. Alachua County shall issue a revised Notice to Proceed in the form of **Exhibit A**.

4.3. NTPs issued under this Agreement and amendments to NTP shall authorized by signature of the Director of Administrative Services or designee.

5. SCHEDULING OF WORK

5.1. Alachua County will issue a Notice to Proceed for the Work. The first day of performance under a NTP shall be the effective date specified in the Notice to Proceed. Any preliminary work started or material ordered or purchased before receipt of the Notice to Proceed shall be at the risk and expense of Contractor. Contractor shall diligently prosecute the Work to completion within the time set forth in the NTP. The period of performance includes allowance for mobilization, holidays, weekend days, normal inclement weather, and cleanup. Therefore, claims for delay based on these elements will not be allowed. When Contractor considers the Work complete and ready for its intended use the Contractor shall request Alachua County to inspect the Work to determine the status of completion. When Alachua County determines the Work to be substantially complete, Alachua County will issue a Certificate of Substantial Completion with a list of items to be completed or corrected prior to final payment for the Work. Contractor shall proceed promptly to complete and correct items on the list.

5.2. Job placement of materials and equipment shall be made with a minimum of interference to Alachua County operations and personnel.

5.3. Furniture and portable office equipment in the immediate work area will be moved to a designated location by the Contractor and replaced to its original location upon completion of the work. If the furniture and portable office equipment cannot be replaced to its original location, Alachua County will designate new locations. If furniture and portable office equipment (or other items) must be moved and/or stored outside the immediate area, Alachua County will compensate Contractor for any such transportation and storage costs incurred through an Amendment to the NTP.

5.4. Contractor shall take all precautions to ensure that no damage will result from its operations to private or public property. All damages shall be repaired or replaced by Contractor at no cost to Alachua County.

5.5. Contractor shall be responsible for providing all necessary traffic control, such as street blockages, traffic cones, flagmen, etc., as required for the Work. Proposed traffic control methods shall be submitted to Alachua County for approval.

6. CONTRACTOR'S RESPONSIBILITIES:

6.1. The Contractor shall supervise, perform and direct the work using the best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, safety, sequences and procedures, and for coordinating all portions of the work under this Agreement. The Contractor shall ensure that the completed work complies accurately with the contract documents.

6.2. Contractor's Superintendent: The Contractor shall employ a competent resident superintendent who shall be in attendance at the project site during the progress of the work. The superintendent shall be satisfactory to Alachua County Purchasing and Contracts Division and shall not be changed except with the written approval of the County. The superintendent shall represent the Contractor at the site and shall have full authority to act on behalf of the Contractor. All communications given to the superintendent shall be binding on the Contractor. All oral communications affecting contract time, contract sum and contract interpretation will be confirmed in writing by Alachua County.

7. DESIGN:

7.1. Contractor's duties under the Contract may include the preparation of additional shop drawings or sketches necessary to permit orderly construction of the Work. The Contractor agrees to provide detailed design drawings and plans if requested by Alachua County, with reimbursement included in an amended NTP and said cost should be incidental to the project.

7.2. Incidental means not exceeding 10% or $5,000, whichever is higher of the total project cost, unless properly justified and approved by Alachua County.

8. UTILITIES:

8.1 As the premises are vacant, the Contractor will be responsible for providing any utilities that are required for his performance of the work.

9. PROCEDURES:

9.1. Pre-Construction Conference: After award of the contract and before the issuance of the initial NTP under this contract, Alachua County will conduct a conference to acquaint the Contractor with Alachua County policies and procedures that are to be observed during the prosecution of the work and to develop mutual understanding relative to the administration of the contract

9.2. The work of this Contract shall be determined by the Scope of Services (Attachment C). The Contractor shall perform its construction work in accordance with this contract including provision of all pricing, management, shop drawings, documents, labor, materials, supplies, parts (to include system components), transportation, facilities, supervision, and equipment needed to complete the Work. The Contractor shall provide quality assurance as specified in strict accordance with the Contract General Conditions. The Contractor shall also be responsible for site safety as well as site preparation and cleanup.

9.3. The Contractor shall prepare and submit required reports, maintain current record drawings, and submit required information. The Contractor shall provide materials lists to include trade names, brand names, model number, and ratings (if appropriate) for all materials necessary for a complete job.

9.4. The Contractor representative shall be available for a site visit with the County representative as mutually agreed prior to the issuance of the NTP.

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ATTACHMENT B: GENERAL CONDITIONS

GENERAL CONDITIONS
GENERAL PROVISIONS

A. Definitions

i. Agreement: The contract executed by the County and the Contractor for the performance of the work.

ii. Board: The Alachua County Board of County Commissioners, its successors and assigns.

iii. NTP Amendment: A written document ordering a material change in the work requiring a change to the Contract Amount and/or the Contract Time, issued and signed by the Consultant,.

iv. Claim: A demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract.

v. Consultant: The independent professional or the authorized representative who has contracted with the County for design and administration of a project. If no Consultant is designated by the County, then the County shall have and perform the duties and responsibilities of the Consultant

vi. Contract Modifications: Written amendment to the contract either by NTP Amendment, or Field Order.

vii. Contract Amount: The amount established in the Scope of Services (Attachment C) as the total amount to be paid for the work by the County to the Contractor as amended by NTP Amendments.

viii. Contract Time: The period of time, including authorized adjustments, allotted in the NTP for Substantial Completion of the Work.

ix. Contract: The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The contract may be amended or modified only by a Contract Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Consultant and Contractor, (2) between the County and a Subcontractor or Sub-subcontractor or (3) between any persons or entities other than the County and Contractor. The Consultant

shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Consultant's duties.

x. Contract Documents: The Contract, a Scope of Services the Notice to Proceed, Drawings, Addenda, submitted proposal supplementary instructions, and any additional documents the submission of which is required by the Consultant.

xi. Contractor: The person, firm, corporation, organization or agency with whom the County has executed this Contract for performance of the work and/or supply of equipment and/or materials or his duly authorized representative.

xii. County: The Alachua County Board of County Commissioners, the County Commission Chair, or the County's Representative.

xiii. County Representative: Any representative of the County so designated by the County's Facilities Manager for the purpose of this contract.

xiv. Date of Commencement: The date established in the "Notice to Proceed" issued by the County.

xv. Day: A calendar day

xvi. Drawings: The Drawings are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams. The Drawings or reproductions thereof, pertain to the work to be performed and have been prepared or approved by the Contractor or Consultant.

xvii. Field Order: A written order issued by the Consultant for minor changes in the work but which does not involve the Work Amount, Scope or the Contract Time.

xviii. Final Completion: The date certified by the Consultant on the Final Application for Payment upon which all conditions and requirements of any permits and regulatory agencies have been satisfied; and all contractual requirements have been met excluding work under warranty.

xix. General Specifications: That portion of the Contract consisting of the written requirements for contractual relationships and responsibilities by and between the County, Contractor, and Consultant. The General Specifications General Conditions, Forms, and all other applicable sections of the Contract Documents.

xx. Product: The term "product" includes materials, systems and equipment.

xxi. Project: The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the County or by separate contractors.

xxii. Proposal: A written quotation which may include drawings, technical specifications and other details for a specific project as requested by the County. The proposal shall include the total price for the project as well as the time to complete. No oral proposals will be accepted.

xxiii. Specifications: The Proposal and addenda prepared by the Contractor

xxiv. Sub-Subcontractor: Any person, partnership, or corporation under contract to any Subcontractor or Sub-Subcontractor ad infinitum to supply labor, material, equipment, or services in the performance of the work described in the contract documents.

xxv. Subcontractor: Any person, partnership, or corporation under contract to the Contractor to supply labor, material, equipment, or services in the performance of the work described in the contract documents.

xxvi. Substantial Completion: The date certified by the Consultant and the County Representative in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the project is available for beneficial occupancy by the County. A Certificate of Occupancy and other use permits for the work issued by appropriate authorities may be a requirement of substantial completion; however, the issuance of such documents and the date of issuance thereof shall not be construed to determine achievement of or the date of Substantial Completion.

xxvii. Technical Specifications: That portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.

xxviii. The Work: The term "Work" means the labor, material, equipment, and/or services required by the Contract Documents to fulfill the Contractor's obligation. The Work may constitute the whole or a part of the Project.

xxix. Vendor: The person, firm, corporation, organization or agency with whom the County has executed a contract for performance of the work and/or supply of equipment and/or materials or his duly authorized representative.

B. Intent of the County

i. The Contract shall be signed by the County Commission Chair or the Chair of the Board of County Commissioners as appropriate and the Contractor. The Notice to Proceed will be signed by the Alachua County Administrative services Director of Designee and the Contractor but shall be considered valid only after the Contract has been executed by the parties thereto.

ii. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. Organization of the Specifications into divisions, sections, and arrangement of drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

iii. Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

iv. Where the Work is to interface with existing conditions or with work to be performed by others, the Contractor shall fully and completely join the Work with such conditions in a workmanlike manner.

v. Interpretation: In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

C. Miscellaneous General Provisions

i. Compliance with Laws, Ordinances, and Regulations

- All City, County, State and Federal laws, regulations or ordinances must be strictly observed. Contractors shall be responsible for all practical and legal notices and signals to the public while the work is in progress and

shall take precautions that may be necessary to protect life and property.

- By submitting a proposal for a project the Contractor hereby agrees to abide by and conduct its programs and provide its services in compliance with the provisions of the Civil Rights Act of 1866, Civil Rights Act of 1871, Equal Pay Act of 1963, Civil Rights Act of 1964, Age Discrimination and Employment Acts of 1967, Rehabilitation Act of 1973, 1990 Americans with Disabilities Act, and all other applicable ordinances, statutes, laws and amendments thereto.
- Time limits stated in the Contract Documents are of the essence of the contract. By submitting a proposal, the contractor confirms that the contract time proposed is a reasonable period for performing the work.

1.2 RESPONSIBILITIES OF THE COUNTY

A. The County is the Alachua County Board of County Commissioners or its duly authorized representatives and is referred to throughout the Contract Documents as if singular in number.

B. Information And Services Required Of The County

i. The County upon reasonable written request shall furnish to the Contractor in writing information that is necessary and relevant for the Contractor to evaluate, give notice of or enforce construction lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, the County's interest therein at the time of execution of the Agreement and, within five days after any change, information of such change in title, recorded or unrecorded.

ii. The County shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site.

iii. Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, The County shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

iv. Information or services required of the County shall be furnished by the County with reasonable promptness after receipt from the Contractor of a written request for such information or services.

v. The foregoing is in addition to other duties and responsibilities of the County enumerated herein.

C. County's Right To Stop The Work: If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents as required by these specifications in Uncovering and Correction of Work, or persistently fails to carry out Work in accordance with the Contract Documents, the County may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the County to stop the Work shall not give rise to a duty on the part of the County to exercise this right for the benefit of the Contractor or any other person or entity.

D. Defective Work: If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the County to commence and continue correction of such default or neglect with diligence and promptness, the County may after such seven-day period, without prejudice to other remedies the County may have, correct such deficiencies. In such case an appropriate NTP Amendment shall be issued deducting from payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the Consultant's additional services, if applicable and other County incurred expenses made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the County.

1.3 RESPONSIBILITIES OF THE CONTRACTOR

A. The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative.

B. Review Of Contract Documents And Field Conditions By Contractor

i. The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the County and shall at once report to the Consultant errors,

inconsistencies or omissions discovered. The Contractor shall not be liable to the County or Consultant for damage resulting from errors, inconsistencies or omissions in the Contract Documents unless the Contractor recognized such error, inconsistency or omission and knowingly failed to report it to the Consultant. If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Consultant, the Contractor shall assume appropriate responsibility for such performance and shall bear an appropriate amount of the attributable costs for correction.

ii. The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies omissions discovered shall be reported to the Consultant at once.

iii. The Contractor shall perform the Work in accordance with the Contract Documents and submittal approved as delineated in this section of the General Conditions.

iv. The Contractor shall give the Consultant timely notice of any additional Drawings, Specifications, or instructions required to define the Work in greater detail, or to permit the proper progress of the work.

C. Supervision And Construction Procedures

i. The Contractor shall have the Contractor's superintendent on site at all times during construction operations.

ii. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the contract. Where the Contract Documents call for specific means, methods, techniques, sequences and/or procedures to be followed in carrying out the Work, the Contractor shall comply with such specific instructions and shall be solely responsible for the supervision of the Work and for safety on the Project. If the Contractor believes that such specified means, methods, techniques, sequences and/or procedures might impair the quality of the Work or compromise

the safety of the job, the Contractor shall notify the Consultant in writing setting forth the specifics of his concerns. All loss, damage, liability or cost of correcting defective work arising from the employment of any construction means, methods, techniques, sequences and/or procedures shall be borne by the Contractor, notwithstanding that these are referred to, indicated or implied by the Contract documents, unless the Contractor has given timely notice to the County and Consultant in writing that such means, methods, techniques, sequences and/or procedures are not safe or suitable, and the County has instructed the Contractor in writing to proceed at the County's risk.

iii. The Contractor shall be responsible to the County for the acts and omissions of all entities or persons performing or supplying the Work. The Contractor shall coordinate and supervise the Work performed by Subcontractors to the end that the Work is carried on without conflict between trades and so that no trade causes delay to the general progress of the work. The Contractor and all Subcontractors shall at all times afford each trade, and separate contractor or the County, every reasonable opportunity for the installation of the Work and the storage of materials.

iv. The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Consultant in the Consultant's administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.

v. The Contractor shall be responsible for inspection of portions of work already performed under this Contract to determine that such portions are in proper condition to receive subsequent Work.

vi. The Contractor shall perform all authorized work initiated by the County promptly and diligently in a good, proper, and workmanlike manner in accordance with these Specifications. The Contractor in doing the work shall have the freedom to perform the authorized work by such means and in such a manner as he may choose within the limits of these Specifications. Employees of the Contractor shall not be deemed employees of the County for any purposes whatsoever.

vii. If required by the County, The Contractor shall keep a daily log and diary of the work and shall include presence of subcontractors and the number of men for each subcontractor on the project, Contractor's personnel on the project and the work they are

involved in, work completed that day, material deliveries on the project, inspections made and comments made by inspectors, the Consultant, or the County that affect the work and other pertinent information as deemed necessary.

D. Labor And Materials

i. Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

ii. The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

iii. The County will require of the Contractor that, to the fullest extent possible, preference in the employment of all skilled and unskilled labor, other than the Contractor's key personnel, be given to residents of this County, when such labor is available and qualified to do the type of work required. Attention is directed to Section 255.04, Florida Statutes, which requires that Florida products and labor shall be used on public contracts wherever price and quality are equal.

iv. After the Contract has been executed, the County and the Consultant will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in these specifications.

v. By making requests for substitutions based on above paragraphs, the Contractor:

- represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
- represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;

- certifies that the cost data presented is complete and includes all related costs under this Contract except the Consultant's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent;
- will coordinate the installation of the accepted substitute, making such changes as may be required for the work to be complete in all respects.

E. Warranty

i. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

ii. The Contractor warrants to the County and Consultant that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the County or Consultant, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

iii. The warranty required by the above paragraph shall be in addition to and not in limitation of any other warranty required by the Contract Documents or otherwise prescribed by law.

iv. Contractor agrees to remedy promptly, and without cost to County, any defective materials or workmanship that appear within one (1) year from the date of substantial completion of the work.

v. No provision contained in these Specifications shall be held to limit Contractor's liability for defects to less than the legal limit of liability in accordance with law.

vi. No provision contained in these Specifications shall be held to limit the terms and conditions of the Manufacturer's Warranty and Contractor shall secure parts, materials and equipment to be installed with Manufacturer's full warranty as to parts and service for one (1) year wherever possible.

F. Taxes: The Contractor shall pay sales, consumer, use and similar taxes for the Work or portions thereof provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

G. Permits, Fees And Notices

i. The Contractor shall secure the building permit and other permits and governmental licenses and inspections necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and which are legally required when bids are received or negotiations concluded.

ii. The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on performance of the Work.

iii. It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes that portions of the Contract Documents are a variance therewith, the Contractor shall promptly notify the Consultant and County in writing, and necessary changes shall be accomplished by appropriate Modification.

iv. If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Consultant and County, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs.

H. Superintendent: The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

I. Contractor's Construction Schedules

i. The Contractor, promptly after being awarded the Contract, shall prepare and submit for the County's and Consultant's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents,

shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

ii. If required by the County, the Contractor shall prepare and keep current, for the Consultant's approval, a schedule of submittal that is coordinated with the Contractor's construction schedule and allows the Consultant reasonable time to review submittals.

J. Documents And Samples At The Site: The Contractor shall maintain at the site for the County one record copy of the Drawings, Specifications, addenda, NTP Amendments and other Modifications, in good order and marked currently to record changes and selections made during construction, and in addition approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Consultant and shall be delivered to the Consultant for submittal to the County upon completion of the Work.

K. Shop Drawings, Product Data And Samples

i. Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

ii. Product Data is illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

iii. Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

iv. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way the Contractor proposes to conform to the information given and the design concept is subject to the limitations of the "Administration of The Contract" section of these General Provisions.

v. The Contractor shall review, approve and submit to the Consultant Shop Drawings, Product Data, samples and similar submittals required by the Contract Documents with reasonable promptness

and in such sequence as to cause no delay in the Work or in the activities of the County or of separate contractors. Submittals made by the Contractor that are not required by the Contract Documents may be returned without action.

vi. The Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples and similar submittals until the respective submittal have been approved by the Consultant. Such Work shall be in accordance with approved submittal.

vii. By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittal with the requirements of the Work and of the Contract Documents.

viii. The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Consultant's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Consultant in writing of such deviation at the time of submittal and the Consultant has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Consultant's approval thereof.

ix. The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals to revisions other than those requested by the Consultant on previous submittals.

x. Informational submittals upon which the Consultant is not expected to take responsive action may be so identified in the Contract Documents.

xi. When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the Consultant shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

L. Use Of Site: The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

M. Cutting And Patching

i. The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

ii. The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the County or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the County or a separate contractor except with written consent of the County and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the County or separate contractor the Contractor's consent to cutting or otherwise altering the Work.

iii. Existing structures and facilities, including but not limited to buildings, utilities, topography, streets, curbs, sidewalks, landscape materials and other improvements that are damaged by the Contractor shall be repaired to the satisfaction of the Consultant and authorities having jurisdiction. In the event that local authorities having jurisdiction require that such repairing and patching be done with their own labor and materials, the Contractor shall abide by such regulations and pay for such work.

N. Cleaning Up

i. The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operation under the Contract. At completion of the Work the Contractor shall remove from and about the Project waste materials, rubbish, Contractor's tools, construction equipment, machinery and surplus materials.

ii. If the Contractor fails to clean up as provided in the Contract Documents, the County may do so and the cost thereof shall be charged to the Contractor.

O. **Access to Work**: The Contractor shall provide the County and Consultant access to the Work in preparation and progress wherever located.

P. **Royalties And Patents**: All fees, royalties, and claims for any invention, or pretended inventions, or patent of any article, material, arrangement,

appliance, or method that may be used upon or in any manner be connected with the construction of the Work or appurtenances, are hereby included in the prices stipulated in this Contract for said work.

1.4 ADMINISTRATION OF THE CONTRACT

A. Consultant

i. The Consultant is the independent professional in contract with the County for design and administration of this project. The term "Consultant" means the Consultant or the Consultant's authorized representative.

ii. In case of termination of employment of the Consultant, the County shall appoint a Consultant whose status under the Contract Documents shall be that of the former Consultant.

iii. If the County has not retained a Consultant, then those duties are undertaken by the County's representative.

B. Consultant's Administration of the Contract

i. The Consultant will provide administration of the Contract as described in the Contract Documents, and act as one of the County's representatives (1) during construction, (2) until final payment is due and (3) with the County's concurrence, from time to time during the correction periods described in "Uncovering and Correction of Work." The Consultant will advise and consult with the County. The Consultant will have authority to act on behalf of the County only to the extent provided in the Contract Documents.

ii. The Consultant will visit the site at appropriate intervals to determine if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents. On the basis of on-site inspections, the Consultant will keep the County informed of progress of the Work, and will guard the County against defects and deficiencies in the Work.

iii. Communications between the County, Consultant, and the Contractor will be with each other directly with copy to the third party of appropriate information; however, the County and the Contractor may communicate through the Consultant. Except as otherwise provided in the Contract Documents, communications by and with the Consultant's consultants shall be through the Consultant. Communications by and with subcontractors and

material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the County. The County reserves the right to communicate directly with any party connected with the project.

iv. On the basis of the Consultant's inspections and evaluations of the Contractor's Applications for Payment, the Consultant will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

v. The Consultant will have authority to reject Work that does not conform to the Contract Documents. Whenever the Consultant considers it necessary or advisable for implementation of the intent of the Contract Documents, the Consultant will have authority to require additional inspection or testing of the Work in accordance with the Miscellaneous Provisions of these General Conditions, whether or not such Work is fabricated, installed or completed.

vi. The Consultant will review and approve or take other appropriate action on the Contractor's submittals, such as Shop Drawings, Product Data and Samples, within fourteen (14) calendar days from the date received. Consultant's approval of Shop Drawings will be general and shall not relieve Contractor of responsibility for the accuracy of such Drawings, nor for the proper fitting and construction of the work, nor for the furnishing of materials or work required by the Contract Documents and not indicated on the Drawings. No work called for by Shop Drawings shall be performed until the said Drawings have been approved by Consultant. Approval shall not relieve Contractor from responsibility for errors or omissions of any sort on the Shop Drawings.

vii. The Consultant will prepare NTP Amendments and may authorize minor changes in the Work as provided in Section 1.7.

viii. The Consultant will conduct inspections to determine the date or dates of Substantial Completion and the date of Final Completion, will receive and forward to the County for the County's review and records written warranties and related documents required by the Contract and assembled by the Contractor, and will issue a final Certificate for Payment upon compliance with all the requirements of the Contract Documents.

ix. The Consultant will interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of either the County or Contractor. The

Consultant's response to such requests will be made with reasonable promptness, not more than 15 days, and within any time limits agreed upon.

x. Interpretations and decisions of the Consultant will be consistent with the intent of and reasonably inferable from the drawings. When making such interpretations and decisions, the Consultant will endeavor to secure faithful performance by both County and Contractor and will not show partiality to either.

xi. The Consultant's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

C. Claims

i. Claims, including those alleging an error or omission by the Consultant shall be referred initially to the Consultant for action. The Consultant shall render their decision on claims in writing. A decision by the Consultant shall be required as a condition precedent to further resolution of a Claim between the Contractor and County as to all such matters arising prior to the date final payment is due, regardless of (1) whether such matters relate to execution and progress of the Work or (2) The extent to which the Work has been completed. The decision by the Consultant in response to a Claim shall not be necessary in the event (1) the position of Consultant is vacant, (2) the Consultant has not received evidence or has failed to render a decision within agreed time limits, (3) the Claim relates to a construction lien.

ii. Claims by the Contractor must be made within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be made by written notice.

iii. Pending final resolution of a Claim, including mediation, unless otherwise agreed in writing the Contractor shall proceed diligently with performance of the Contract and the County shall continue to make payments in accordance with the Contract Documents.

iv. Differing Site Conditions: If conditions are encountered at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of

the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Consultant will promptly investigate such conditions, determine if they differ materially from the contract documents, and report the Consultant's findings, recommending no change to the contract, or an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work.

v. If the Contractor wishes to make Claim for an increase in the Contract Amount, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for claims relating to an emergency endangering life or property. If the Contractor believes additional cost is involved claim shall be filed in accordance with the procedure established herein.

vi. Claims for Additional Time

- If the Contractor wishes to make Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's claim shall include an estimate of cost and of probable effect of delay on progress of the work. In the Case of a continuing delay only one Claim is necessary.
- If adverse weather conditions are the basis for a claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction.

D. Resolution of Claims and Disputes: Except as otherwise provided in this contract any dispute concerning a question of fact or of interpretation of a requirement of the Contract that is not disposed of by mutual consent between the parties shall be decided by the County Commission Chair, who shall reduce the decision to writing and furnish a copy thereof to the parties. In connection with any dispute proceeding under this clause the party shall be afforded an opportunity to be heard and to offer evidence in support of its version of the facts and interpretation of the Contract. The

County Commission Chair shall make such explanation as may be necessary to complete, explain or make definite the provisions of this contract and the findings and conclusions shall be final and binding on both parties. Pending the final decision of a dispute hereunder, Contractor shall proceed diligently with its performance of the contract in accordance with the preliminary directions of the County Commission Chair.

E. Mediation:

i. In the event the determination of a dispute under this Section is unacceptable to either party hereto, the party objecting to the determination must notify the other party in writing within ten (10) days of receipt of the written determination. The notice must state the basis of the objection and must be accompanied by a statement that any Contract Price adjustment claimed is the entire adjustment to which the objecting party has reason to believe it is entitled to as a result of the determination. Within sixty (60) days after Final Completion of the Work, the parties shall participate in mediation to address all objections to any determinations hereunder and to attempt to prevent litigation. The mediator shall be mutually agreed upon by the parties. Should any objection not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law. A party objecting to a determination specifically waives all of its rights provided hereunder, including its rights and remedies under State law, if said party fails to comply in strict accordance with the requirements of this Article.

ii. Cost of mediation will be born equally by the County and Contractor.

1.5 SUBCONTRACTORS

A. Award Of Subcontracts And Other Contracts For Portions Of The Work

i. The Contractor shall notify the County in writing of any proposed subcontractor that is to be utilized and no subcontractor shall be employed without the written approval of the County. The Consultant will promptly reply to the Contractor in writing stating whether or not the County or the Consultant, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the County or Consultant to reply promptly shall constitute notice of no reasonable objection.

ii. If the County or Consultant has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose

another to whom the County or Consultant has no reasonable objection. The Contract Amount shall be increased or decreased by the difference in cost occasioned by such change and an appropriate NTP Amendment shall be issued.

iii. Subcontractors shall not be changed without approval of the County.

B. By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities that the Contractor, by these documents, assumes toward the County and Consultant. Each subcontract agreement shall preserve and protect the rights of the County and Consultant under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the contract Documents, has against the County. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

C. Each subcontract agreement for a portion of the Work is assigned by the Contractor to the County provided that:

i. Assignment is effective only after termination of the Contract by the County for cause pursuant to these General Conditions and only for those subcontract agreements which the County accepts by notifying the Subcontractor in writing; and

ii. Assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

D. Nothing contained in this Contract shall create any kind of contractual relationship between the subcontractors and the County.

1.6 CONSTRUCTION BY COUNTY OR SEPARATE CONTRACTORS

A. County's Right To Perform Construction And To Award Separate Contracts

i. The County reserves the right to perform construction or operations related to the Project with the County's own forces, and/or to award separate contracts in connection with other portions of the Project or other construction or operations on the site.

ii. When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate County-Contractor Agreement.

iii. The County shall provide for coordination of the activities of the County's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the County in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the County until subsequently revised.

B. Mutual Responsibility

i. The Contractor shall afford the County and separate contractor's reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

ii. If part of the Contractor's Work depends for proper execution or results upon construction or operations by the County or separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Consultant apparent discrepancies or defects in such other construction that would

render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the County's or separate contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

iii. Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefore.

iv. The Contractor shall promptly remedy damage wrongfully caused by the Contractor to completed or partially completed construction or to property of the County or separate contractors.

C. The County and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor.

D. If a dispute arises among the Contractor, separate contractors and the County as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the County may clean up and allocate the cost among those responsible as the Consultant determines to be just.

1.7 CHANGES IN THE WORK

A. Changes

i. Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by NTP Amendment, or Field Order, subject to the limitations stated in this Section and elsewhere in the Contract Documents.

ii. A NTP Amendment shall be based upon agreement among the County, Contractor and Consultant; a Field Order may be issued by the Consultant alone.

iii. Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the NTP Amendment, or Field Order.

iv. If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are so changed in a proposed NTP Amendment that application of such unit prices to quantities of Work proposed will cause substantial

inequity to the County or Contractor, the applicable unit prices shall be equitably adjusted.

B. NTP Amendment

i. A NTP Amendment is a written instrument prepared by the Consultant and signed by the Consultant, Contractor and County, stating their agreement upon a material change in the Work, the amount of the adjustment in the Contract Amount, if any, and the extent of the adjustment in the Contract Time, if any.

ii. Methods used in determining adjustments to the Contract Amount will be in accordance with usual practices in the industry.

iii. NTP Amendment shall be in the form of **Exhibit B.**

iv. Changes in the Contract Amount due to NTP Amendment

v. Unless previously agreed upon or otherwise provided for in the Contract Documents, changes in the Contract Amount for the purposes of this Section shall be limited to the following:

- labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom and workers' or workmen's compensation insurance;
- materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- rental of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- premiums for all insurance, permit fees, and sales, use or similar taxes related to the Work; and
- additional supervision and field office personnel directly attributable to the change.

vi. Costs shall not include any of the following:

- salaries or other compensation of the Contractor's personnel at the Contractor's offices, including the field office, unless direct additional expenses have been incurred exclusively because of the change.
- expenses of the Contractor's offices, including the field office.
- any part of the Contractor's capital expenses, including interest on the Contractor's capital.
- costs due to the negligence of the Contractor, any Subcontractor, and Sub-subcontractor, anyone directly

or indirectly employed by them, or for whose acts any of them may be liable, including but not limited to, the correction of defective or non conforming Work, disposal of materials and equipment wrongly supplied, or making good damage to property.

- overhead, general expense and the cost of any item not specifically or reasonably inferable as included in the items described in these paragraphs.

vii. No changes in the Contract Amounts will be admissible on any Application for Payment or become due to the Contractor until an executed NTP Amendment, or Construction Change Directive with acceptable and appropriate back-up documentation has been submitted to and approved by the County. Approval shall be in accordance with established County procedures and County Ordinance.

viii. The allowance for or the reduction to the combined overhead and profit included in the total cost to the County for NTP Amendments and/or Construction Change Directives increasing or decreasing the Contract Amount shall be based on the following schedule:

- For the Contractor, for Work performed by the Contractor's own forces, 15 percent of the cost.
- For the Contractor, for Work performed by the Contractor's Subcontractor, 7 ½ percentage of the amount due the Subcontractor.
- For each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractor's or Sub-subcontractor's own forces, 15 percent of the cost.
- For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, 7 ½ percentage of the amount due the Sub-subcontractor.
- Cost to which overhead and profit is to be applied shall be determined in accordance with the above paragraphs.
- In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner prescribed

above. Where major cost items are Subcontracts, they shall be itemized also.

- The Contractor may add 2% of the absolute value of deductive NTP Amendments for Overhead.

C. **Field Orders**: The Consultant will have authority to order minor changes in the Work not involving adjustment in the Contract Amount or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the County and Contractor. The Contractor shall carry out such written orders promptly.

1.8 TIME AND PROGRESS

A. Progress And Completion

i. Time limits stated in the Contract Documents are of the essence of the Contract. By submitting a proposal the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

ii. The Contractor shall not knowingly, except by agreement or instruction of the County in writing, prematurely commence operations on the site or elsewhere prior to issuance of the Notice to Proceed by the County.

iii. The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial completion within the Contract Time.

B. Delays And Extensions Of Time: If the Contractor is delayed at any time in progress of the Work by an act or neglect of the County or Consultant, or of an employee of either, or of a separate contractor employed by the County, or by changes ordered in the work, or by fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, or by other causes that the Consultant determines may justify delay, then the Contract Time shall be extended by NTP Amendment for such reasonable time as the Consultant may determine.

C. No claim for damages or any claim, other than for an extension of time, shall be made or asserted against County by reason of any delays. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from County for direct, indirect, consequential, impact or other costs, expenses or damages, including but

not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by Contractor for hindrances or delays due solely to fraud, bad faith or active interference on the part of County or its agents. Otherwise, Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

1.9 PAYMENTS AND COMPLETION

A. Contract Amount: The County shall pay the Contractor for the work at the price(s) stated on the NTP No additional payment shall be made to the Contractor other than as approved by executed NTP Amendment or Construction Change Directive.

B. Schedule Of Values:

i. The Schedule of Values as identified by the Work Write Up **(Attachment C)** shall be used as a basis for reviewing the Contractor's Applications for Payment.

ii. With their proposal for a specific job or within fifteen days of issuance of the Notice to Proceed the Contractor shall submit to the Consultant a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Consultant and County's Representative may require. If the Consultant or the County's Representative object to the Schedule of Values as submitted, the Contractor will either support the scheduled values with documentation acceptable to the Consultant and the County's Representative or revise the Schedule of Values until an acceptable schedule is submitted.

iii. The Schedule of Values shall contain such detail as the County may reasonably require

iv. This schedule shall be revised if later found by the Consultant or the County's Representative to be inaccurate.

C. Applications For Payment

i. On the Tuesday before the last Thursday of each month, or at such other time as may be specifically agreed to by the County and

Contractor in writing, the Contractor will submit to the Consultant for review an Application for Payment, Provided by the Consultant, completed and signed by the Contractor. The application will be based on the Schedule of Values accepted by the Consultant and the County's Representative. Amount's applied for in the application will be for work completed from the preceding month's last application to the day the application is submitted. The Contractor will provide evidence to support the amounts applied for by such data as the Consultant and the County's Representative may reasonably require, including but not limited to copies of the following: Subcontracts, Purchase Orders, Subcontractors and Material Suppliers invoices to the Contractor.

ii. Such applications may not include requests for payment of amounts the Contractor does not intend to pay to a Subcontractor or material supplier because of a dispute or other reason.

iii. Unless otherwise provided in the Contract Documents, payments shall be made on account for materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the County, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the County to establish the County's title to such materials and equipment or otherwise protect the County's interest, and shall include applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

iv. The Contractor warrants that title to all Work covered by an Application for Payment will pass to the County no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the County shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

D. Certificates For Payment

i. The Consultant will, within seven days after receipt of the Contractor's Application for Payment, either issue to the County a Certificate for Payment, with a copy to the Contractor, for such amount as the Consultant determines is properly due, or notify the Contractor and County in writing of the Consultant's reasons for withholding certification in whole or in part as provided in this Section. The issuance of a Certificate for Payment will constitute a representation by the Consultant to the County, based on the Consultant's inspections at the site and the data comprising the Application for Payment, that the Work has progressed to the point indicated and that the quality of the work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Consultant.

ii. **Decisions To Withhold Certification:** The Consultant may decide not to certify payment and may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the County, if in the Consultant's opinion the representations to the County required by Section 1.9.4.1 cannot be made. If the Consultant is unable to certify payment in the amount of the Application, the Consultant will notify the Contractor and County. If the Contractor and Consultant cannot agree on a revised amount, the Consultant will promptly issue a Certificate for Payment for the amount for which the Consultant is able to make such representations to the County. The Consultant may also decide not to certify payment or, because of subsequently discovered evidence or subsequent observations, may nullify the whole or part of a Certificate for Payment previously issued, to such extent as may be necessary in the Consultant's opinion to protect the County from loss because of:

- defective Work not remedied;
- third party claims filed or reasonable evidence indicating probable filing of such claims;
- failure of the Contractor to make payments properly to subcontractors or for labor, materials or equipment;

- reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Amount;
- damage to the County or another Contractor;
- reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- persistent failure to carry out the Work in accordance with the Contract Documents.
- failure of mechanical or electrical trade subcontractors to comply with mandatory requirements for maintaining record drawings.
- the contractor fails to return a "Subcontractor Requisition for Payment and Requisition for Payment and Certification of Payment" in amounts applied for, less retainage for all subcontractors identified in the Contractor's previous Application for Payment as having completed work and applied for payment on account of such subcontractor work.

iii. The Contractor may make the necessary responses to the Consultant's reasons for withholding certification and resubmit the application.

iv. The County's Representative will review each certified application for payment. If the County's Representative does not approve the application for payment the County's Representative will, within 7 days after receipt of the application, return the application to the Consultant indicating in writing the County's reasons for not approving payment. The Contractor may make the necessary responses to the County Representative's reasons for not approving payment and resubmit the application. If the Contractor and County's Representative cannot agree on a revised amount, the County's Representative will promptly adjust the applied for amounts and approve payment. The County's Representative will promptly notify the Contractor and the Consultant of the revised amounts. The County will, within 45 days of approving payment, pay the Contractor the amount approved by the Consultant and/or the County's Representative.

E. Progress Payments

i. The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the County, out of the amount paid to the Contractor on account for such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account for such Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each subcontractor, require each Subcontractor to make payments to Sub-subcontractors in similar manner.

ii. Neither the County nor Consultant shall have an obligation to pay nor see to the payment of money to a Subcontractor nor Sub-subcontractor nor material supplier except as may otherwise be required by law.

iii. A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the County shall not constitute acceptance of Work not in accordance with the Contract Documents.

F. Failure Of Payment:

i. If the Consultant does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the County does not pay the Contractor within 45 days the amount approved by the Consultant and/or the County's Representative, whichever is lower, then the Contractor, upon fifteen additional days' written notice to the County and Consultant, may stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Amount shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up.

G. Substantial Completion

i. When the Contractor considers that the Work, or a portion thereof which the County agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Consultant a comprehensive list of items to be completed or corrected. The Contractor shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all

Work in accordance with the Contract Documents before final payment is approved. Upon receipt of the Contractor's list, the Consultant and the County's Representative will make an inspection to determine whether the Work or designated portion thereof if substantially complete. If the Consultant's and the County Representative's inspection discloses any items, whether or not included on the Contractor's list, which are not in accordance with the requirements of the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such items upon notification by the Consultant and/or the County's Representative. The Contractor shall then submit a request for another inspection by the Consultant to determine Substantial Completion. When the Work or designated portion thereof is substantially complete, the Consultant will prepare a Certificate of Substantial completion that shall establish the date of Substantial Completion, shall establish responsibilities of the County and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. The Certificate of Substantial Completion shall be submitted to the County and Contractor for their written acceptance of responsibilities assigned to them in such Certificate.

ii. When a Certificate of Occupancy, and Certificate of Substantial Completion are issued, or where such is not required, when the Consultant has certified substantial completion in writing the Contractor may make Application for Payment to reduce the retained earnings to five percent plus amounts deemed necessary by the Consultant and/or County for completion of items not in compliance with the Contract Documents.

H. Partial Occupancy Or Use

i. The County may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by and authorized by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the County and Contractor have accepted in writing the responsibilities assigned to each of them for

payments, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the County and Contractor or, if no agreement is reached, by decision of the Consultant.

ii. Immediately prior to such partial occupancy or use, the County, Contractor and Consultant shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

iii. Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

I. Final Completion And Final Payment

i. Upon written notice from the Contractor that the project is complete, the Consultant and County Representative will make a final inspection, and will notify the Contractor in a written list of particulars in which this inspection reveals that the work is defective and/or does not conform to the terms and conditions of the Contract Documents. This final inspection list may include items not contained in the substantial completion inspection punch list. The Contractor shall immediately make such corrections as are necessary to remedy such defects.

ii. After the Contractor has completed any such corrections to the satisfaction of the Consultant and County Representative and delivered all maintenance and operating instructions, if any, schedules, guarantees, certificates of inspection and other documents, all as required by the Contract Documents, the Contractor may make application for final payment following the procedure for progress payments. The final application for payment shall be accompanied by the Contractor's final Affidavit and Release of Lien. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Consultant will promptly make such inspection and, after completion of these requirements, the

County Representative may approve the final application for payment.

iii. When the Consultant finds the Work acceptable under the Contract Documents and the Contract fully performed, the Consultant will promptly issue a final Certificate for Payment stating that to the best of the Consultant's knowledge, information and belief, and on the basis of the Consultant's observations and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in said final Certificate is due and payable.

iv. Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Consultant

- an affidavit that payrolls, bill for material and equipment, and other indebtedness connected with the Work for which the County or the County's property might be responsible or encumbered (less amounts withheld by County) have been paid or otherwise satisfied
- a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the County
- a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents
- consent of surety, if any, to final payment and
- if required by the County, other data establishing payment or satisfaction of obligation, such as receipts, subcontractor Requisition for Payment and Certification of Payment, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the County. If a Subcontractor refuses to furnish a release or waiver required by the County, the Contractor may furnish a bond satisfactory to the County to indemnify the County against such lien.

v. If after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of NTP Amendments affecting final completion, and the Consultant so confirms, the County shall, upon application by the Contractor and certification by the Consultant, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Consultant prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

vi. Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

J. Contract Time and Liquidated Damages

i. Time is of the essence for the completion of all work under this contract. Work is to commence when the Contractor is given written Notice to Proceed and is to be substantially complete within the number of calendar days specified after the date of such notice.

ii. The Contractor is to furnish sufficient forces, construction plant and equipment, and to work such hours, including overtime operations, as may be necessary to insure the prosecution of the work, to allow the substantial completion of the project within the specified time. Normal inclement weather will not be sufficient reason to allow an extension of time on the project. Only exceptional weather conditions, acts of God that might cause delay in the work or other factors outlined herein will be considered as justifiable reasons for an extension of time.

1.10 PROTECTION OF PERSON AND PROPERTY

A. Safety Precautions And Programs

i. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

ii. In the event the Contractor encounters on the site material reasonable believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the County and Consultant in writing. The Work in the affected area shall not hereafter be resumed except by written agreement of the County and Contractor if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. Work in the affected area shall be resumed when the County and Contractor agree in writing that no asbestos or polychlorinated biphenyl (PCB) is present or when it has been rendered harmless.

iii. The Contractor shall not be required pursuant to this Agreement to perform without consent any Work relating to asbestos or polychlorinated biphenyl (PCB).

iv. Employees of Bidders (or Responders for RFP's) are prohibited from committing any act of workplace violence. Violation may be grounds for termination. Workplace violence means the commission of any of the following acts by a Bidder's employee:

- Battery: intentional offensive touching or application of force or violence to another.
- Stalking: willfully, maliciously and repeatedly following or harassing another person.

B. Safety Of Persons And Property

i. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- employees on the Work and other persons who may be affected thereby;
- the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Subcontractors; and

other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

ii. The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

iii. The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

iv. When use or storage of explosives, inflammables or other hazardous materials or equipment or unusual methods are necessary, the Contractor shall:

- exercise utmost care and carry on such activities under supervision of properly qualified personnel.
- give the County reasonable advance notice and shall fully indemnify the County of any responsibility for such use.

v. The Contractor shall promptly remedy damage and loss to property referred to in this Section caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under this Section. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 1.3.

vi. The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the County and Consultant.

vii. The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

C. Emergencies: In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor because of the emergency shall be determined as provided in Section 1.8.

1.11 UNCOVERING AND CORRECTION OF WORK

A. Uncovering Of Work

i. If a portion of the Work is covered contrary to the Consultant's request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Consultant, be uncovered for the Consultant's observation and be replaced at the Contractor's expense without change in the Contract Time.

ii. If a portion of the Work has been covered which the Consultant has not specifically requested to observe prior to its being covered, the Consultant may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate NTP Amendment, be charged to the County. If such Work is not in accordance with the Contract Documents, the Contractor shall pay such costs unless the condition was caused by the County or a separate contractor in which event the County shall be responsible for payment of such costs.

B. Correction Of Work

i. The Contractor shall promptly correct Work rejected by the Consultant or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear costs of correcting such rejected Work, including additional testing and inspections and compensation for the Consultant's services and expenses made necessary thereby.

ii. The Contractor shall commence correction of the Work within seven days after the date of written notice from the Consultant.

iii. If within one year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after

receipt of written notice from the County to do so. This period of one year shall be extended with respect to portions of work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. This obligation shall survive acceptance of the Work under the Contract and termination of the Contract. The County shall give such notice promptly after discovery of the condition.

iv. The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the County.

v. If the Contractor fails to correct non-conforming Work within a reasonable time, the County may correct it in accordance with this Agreement. If the Contractor does not proceed with correction of such non-conforming Work within a reasonable time fixed by written notice from the Consultant, the County may remove it and store the salvable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of such removal and storage within ten days after written notice, the County may sell such materials and equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the Consultant's services and expenses made necessary thereby. If such proceeds of sale do not cover costs that the Contractor should have borne, the Contract Amount shall be reduced by the deficiency. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the County.

vi. The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the County or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

vii. Nothing contained in this paragraph shall be construed to establish a period of limitation with respect to other obligations that the Contractor might have under the Contract Documents. Establishment of the time period of one year as described in this Section relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be

sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

C. Acceptance Of Non-Conforming Work: If the County prefers to accept work that is not in accordance with the requirements of the Contract Documents, the County may do so instead of requiring its removal and correction, in which case the Contract Amount will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

1.12 MISCELLANEOUS PROVISIONS

A. Governing Law: The contract shall be governed by the law of the State of Florida. Venue shall be in Alachua County.

B. Successors And Assigns

i. The County and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

ii. In case the Contractor, on written consent of the County, assigns all or any part of any monies due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this contract.

C. Notices:

Except as otherwise provided herein, any notice, acceptance, request, or approval from either party to the other shall be in writing and sent by certified mail, return receipt requested, or by personal delivery and shall

be deemed to have been received when either deposited in a United States Postal Service mailbox or personally delivered with signed proof of delivery.

The County Representative for this section is:

Tom Webster
10 SW 2nd Avenue
Gainesville, FL 32601

A copy of any Notice to Alachua County herein under shall also be sent to:
J. K. Irby
Clerk of the Court
Box 939
Gainesville, FL 32602
Attn: Finance and Accounting

Office of Management and Budget
105 SE 1st Avenue, Suite 6
Gainesville, FL 32602
Attn: Contracts

D. Rights And Remedies:

i. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

ii. No action or failure to act by the County, Consultant or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

E. Tests And Inspections

i. Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity

acceptable to the County, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Consultant timely notice of when and where tests and inspections are to be made so the Consultant may observe such procedures. The County shall bear costs of tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded. Refer to the technical specifications section on "Standards and Quality Controls" for elaboration on responsibilities of Contractor and County for testing.

ii. If the Consultant, County or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under this Section, the Consultant will, upon written authorization from the County, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the County, and the Contractor shall give timely notice to the Consultant of when and where tests and inspections are to made so the Consultant may observe such procedures. The County shall bear such costs except as provided in below.

iii. If such procedures for testing, inspection or approval in the above paragraphs reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, the Contractor shall bear all costs made necessary by such failure including those of repeated procedures and compensation for the Consultant's services and expenses.

iv. Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Consultant. Receipt of such permits or certificates by the Architect shall be a condition precedent to Substantial Completion of the Work.

v. If the Consultant is to observe tests, inspections or approvals required by the Contract Documents, the Consultant will do so promptly and, where practicable, at the normal place of testing.

vi. Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

F. Interest: Any monies not paid by the County when claimed to be due to the Contractor under this agreement shall not be subject to interest except as provided in section 218.74(4), Florida Statutes.

G. Commencement Of Statutory Limitation Period

i. As between the County and Contractor:

- Before Substantial Completion. As to acts or failures to act occurring prior to the relevant date of Substantial Completion and prior to issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion;
- Between substantial completion and final Certificate for Payment. As to acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of approval by the County Representative of the final Certificate for Payment; and
- After Final Certificate for Payment. As to acts or failures to act occurring after the relevant date of issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to any warranty provided under this Agreement or a NTP the date of any correction of the Work or failure to correct the Work by the Contractor or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or County, whichever occurs last.

H. Independent Contractor: In the performance of this agreement, the Contractor will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Contractor shall be solely responsible for the means, method, techniques, sequences, and procedures utilized by the Contractor in the full performance of this agreement. Neither the Contractor nor any of its

employees, officers, agents or any other individual directed to act on behalf of the Contractor for any act related to this Agreement shall represent, act, purport to act, or be deemed to be the agent, representative, employee or servant of the County. Policies and decisions of the Contractor which may be represented by the Contractor in performance of this agreement shall not be construed to be the policies or decision of the County.

1.13 TERMINATION OR SUSPENSION OF THE CONTRACT

A. Termination By The Contractor

i. The Contractor may terminate the Contract if the Work is stopped for a period of more than three months through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor, for any of the following reasons:

- issuance of an order of a court or other public authority having jurisdiction;
- an act of government, such as declaration of national emergency, making material unavailable;
- because the County has not made payment on a County Representative approved Application for Payment within 45 days after said approval;

ii. If one of the above reasons exists, the Contractor may, upon seven additional days' written notice to the County and Consultant, terminate the Contract and recover from the County payment for Work executed and reasonable expenses sustained therein plus reasonable termination expenses but shall not recover lost profit.

B. Termination By The County For Cause

i. The County may terminate the Contract if the Contractor;

- fails to supply enough properly skilled workers or proper materials;
- fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or

- otherwise is guilty of substantial breach of a provision of the Contract Documents.
- files a petition in Federal Bankruptcy Court,
- makes a general assignment for the benefit of his creditor(s)
- if a receiver shall be appointed for the Contractor
- disregards instructions of the County
- for any cause whatsoever shall not perform the work in an acceptable manner
- Commits any acts of workplace violence (see 1.11.1.4)

ii. When any of the above reasons exist, the County may without prejudice to any other rights or remedies of the County and after giving the Contractor and the Contractor's surety, if any, ten calendar days written notice, terminate employment of the Contractor upon written certification from the Consultant of such delay, neglect, or defect, and may, subject to any prior rights of the surety:

- take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- accept assignment of subcontracts
- finish the Work by whatever reasonable method the County may deem expedient.

iii. When the County terminates the Contract for one of the reasons stated, the Contractor shall not be entitled to receive further payment until the Work is finished.

iv. If the unpaid balance of the Contract Amount exceeds cost of finishing the Work, including compensation for the Consultant's services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the County. The amount to be paid to the Contractor or County, as the case may be, shall be certified by the Consultant, upon application, and this obligation for payment shall survive termination of the Contract.

C. **Suspension By The County For Convenience**

i. The County may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the County may determine.

ii. An adjustment shall be made for increases in the cost of performance of the Contract, including profit on the increased cost of performance, caused by suspension, delay or interruption. No adjustment shall be made to the extent:

- that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- that an equitable adjustment is made or denied under another provision of this Contract.

iii. Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

D. Termination By The County For Convenience

i. The County may terminate the Contract for County's convenience upon ten (10) days written notice delivered by certified mail, return receipt requested, to the Contractor of intent to terminate and the date on which such termination becomes effective. In the event funds become unavailable to the County for any reason for whatsoever, this Agreement shall terminate upon twenty four (24) hours notice. The County shall be the sole and final authority as to the availability of funds.

ii. In such case the Contractor shall be paid for all work executed and expenses incurred prior to termination in addition to termination settlement cost reasonably incurred by Contractor relating to commitments which had become firm prior to the termination.

iii. Payment shall include a reasonable profit for services performed. No payment shall be made for profit for services which have not yet been performed.

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ATTACHMENT C: SCOPE OF SERVICES – SEE ATTACHED WORK WRITE UP WITH ASSOCIATED PRICING INFORMATION

ATTACHMENT D: FEDERAL PROVISIONS

FEDERAL CONTRACT CONDITIONS

Record and Audits

The Contractor shall maintain personnel and financial records adequate to identify and account for all costs pertaining to this Contract. These records shall be retained for three (3) years after the completion of the Contract. Records may be accessed by State, Federal or Agency Auditors or Monitors for the purpose of assessing the Contractor's compliance with equal opportunity requirements and for assuring proper use and accounting of all project funds.

Lead Based Paint

The Contractor shall abide by the federal lead based paint provisions as outlined in the Standard Rehabilitation Specification, Section 15.3.

Civil Rights Act of 1964

No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall, on the grounds of race, color, national origin, or sex, be executed from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

Age Discrimination Act of 1975

No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

"Section 3" Compliance in the Provision of Training Employment and Business Opportunities

a) The work to be performed under this Contract is on a project assisted under the Small Cities CDBG Program which provides Federal financial assistance from the Department of Housing and Urban Development through the Florida Department of Community Affairs, and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and Contracts for work in connection with the project area be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

b) The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 134, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

c) The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, if any, a notice advising said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

d) The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the Contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its Contractors or subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or Contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

FOR CONTRACTS OF $10,000 OR LESS

Equal Employment Opportunity

During the performance of this Contract, the Contractor agrees as follows:

a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

b) The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

c) Contractors shall incorporate the foregoing requirements in all subcontracts.

FOR CONTRACTS IN EXCESS OF $10,000

Standard Federal Equal Employment
Opportunity Construction Contract Specifications
(Executive Order 11246)

a) As used in these Specifications:

(1) "Covered area" means the geographical area described in the solicitation from which this Contract resulted;

(2) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

(3) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

(4) "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintaining identifiable tribal affiliations through membership and participation or community identification).

b) Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these Specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this Contract resulted.

c) If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve such goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

d) The Contractor shall implement the specific affirmative action standards provided in paragraphs g) (1) through (16) of these Specifications. The goals set forth in the solicitation from which this Contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction Contractors performing Contracts in geographical areas where they do not have a Federal or Federally-assisted construction Contract shall apply the minority and female goals established for the geographic area where the Contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs Order or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

e) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women

shall excuse the Contractor's obligations under these Specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

f) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

g) The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these Specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

(1) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

(2) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

(3) Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of the action taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason thereof, along with whatever additional actions the Contractor may have taken.

(4) Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under g) (2) above.

(6) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

(7) Review, at least annually, the company's EEO policy and affirmative action obligations under these Specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and subcontractors with whom the Contractor does or anticipates doing business.

(9) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(10) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

(11) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

(12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

(13) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these Specifications are being carried out.

(14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

(15) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction Contractors and suppliers, including circulation of solicitations to minority and female Contractor associations and other business associations.

(16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

h) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (g (1) through (16)). The efforts of a Contractor association, joint Contractor-union, Contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under g)(1) though (16) of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation shall not be a defense for the Contractor's non-compliance.

i) A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is under utilized).

j) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

k) The Contractor shall not enter into any subcontract with any person or firm debarred from Government Contracts pursuant to Executive Order 11246.

l) The Contractor shall carry out such sanctions and penalties for violation of these Specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these Specifications and Executive Order 11246, as amended.

m) The Contractor, in fulfilling its obligations under these Specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph g) of these Specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these Specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

n) The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number where assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.

o) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the

hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

Notice of Requirement for Affirmative
Action to Ensure Equal Employment Opportunity
(Executive Order 11246)

a) The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

b) The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goal for minority participation	Goals for female participation
17.1%	6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or Federally assisted) performed in the covered area. If the Contractor performs construction work in a geographic area located outside of the covered area, it shall apply the goals established for such geographic area where work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its Federally involved and non-Federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the Specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the Contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the Contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the Contract, the Executive Order, and the regulation in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

c) The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the Contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the Contract is to be performed.

d) As used in this Notice, and in the Contract resulting from this solicitation, the "covered area" is the County.

Section 202 Equal Opportunity Clause (Executive Order 11246)

During the performance of this Contract, the Contractor agrees as follows:

a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to

ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.

c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.

f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g) The Contractor will include the provisions of the sentence immediately preceding paragraph a) and the provisions of paragraphs a) through g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

Certification of Nonsegregated Facilities

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that s/he does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and that s/he does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. S/He certifies further that s/he will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees

which are segregated on the basis of race, color, religion, or are in fact segregated on the basis of race, color, religion, or otherwise. S/He further agrees that (except where s/he has obtained identical certifications from proposed subcontractors for specific time periods) s/he will obtain identical certification from proposed subcontractors prior to the award of subcontractors exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that s/he will retain such certifications in his/her files; and that s/he will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

EXHIBIT A: NOTICE TO PROCEED

NTP Number: _____

Invoice/Billing Reference Number: _____

Project: NSP 10DB-4x-03-11-01-F01

County: **Alachua County**, a Charter County and political subdivision of the State of Florida.

Date Issued: _____

County Commission Chair: _____

Contractor: **Fla. Homes, Inc. R/C.**

Contractor's Address: **13919 NW 145th Avenue, Alachua, FL 32615**

Execution of the Notice to Proceed (NTP) by County shall serve as authorization for the Contractor to provide for the above project, services as set out in the Scope of Services and proposal attached as ATTACHMENT C," to that certain Agreement of September 07, 2011 between the County and the Contractor and further delineated in the specifications, conditions and requirements stated in the following listed documents which are attached hereto and made a part hereof.

ATTACHMENTS:

[✓] SCOPE OF SERVICES – WORK WRITE UP, WITH VALUES

The Contractor shall provide said services pursuant to this Notice to Proceed, its attachments and the above-referenced Agreement, which is incorporated herein by reference as if it had been set out in its entirety. Whenever the Notice to Proceed conflicts with said Agreement, the Agreement shall prevail.

TIME FOR COMPLETION: The work authorized by this Notice to Proceed shall be commenced upon the date written above or upon issuance of and shall substantially complete within ***Ninety (90)*** calendar days with final completion occurring Ten (10) calendar days after substantial completion.

METHOD OF COMPENSATION:

This Notice to Proceed is issued in accordance with the terms of the Construction Agreement dated September 07, 2011

. The amount paid for this job shall be: ***Fifty-Three Thousand Five Hundred Seventy-Nine and 00/100 Dollars ($53,579.00)***

The County shall make payment to the Contractor in strict accordance with the payment terms of the above-referenced Agreement and in accordance with the Schedule of Values.

It is expressly understood by the Contractor that this and Notice to Proceed, until executed by the County, does not authorize the performance of any services by the Contractor and that the County, prior to its execution of the Notice to Proceed, reserves the right to authorize a party other than the Contractor to perform the services called for under this document if it is determined that to do so is in the best interest of the County.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this 07 day of September, 2011, for the purposes stated herein.

CONTRACTOR

By: _____ agent
Witness

Date: 09-08-11

Title: Anna L. Allen, agent
Print Name and Title

ALACHUA COUNTY, FLORIDA

By: _____
Alachua County

LEE PINKOSON, CHAIR

Date: _____

APPROVED AS TO FORM

ALACHUA COUNTY ATTORNEY

ATTEST:

J. K. IRBY, CLERK

EXHIBIT B: ALACHUA COUNTY NOTICE TO PROCEED AMENDMENT

AMENDMENT # _____

NTP/Project 10DB-4X-03-11-01-F01

Contractor Fla. Homes, Inc. R/C.

Encumbrance # _____

Contract Manager _____

Work Order Name # _____

Work Order Description:
Deliverable(s):

Original Work Order Price: _____

Total of Prior Approved Changes _____

Amount of this Change in Work Order Add (Deduct) _____

New Work Order Price with Amendment: _____

Original Completion Date _____

New Completion Date _____

Alachua County:
By: _____
Date: _____

Approved as to Form

_____
Alachua County Attorney

Contractor:
By: _____
Date: _____

EXHIBIT C: INSURANCE

INSURANCE REQUIREMENTS

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

I. **COMMERCIAL GENERAL LIABILITY**.
Coverage must be afforded under a per occurrence form policy for limits not less than $1,000,000 General Aggregate, $1,000,0000 Products / Completed Operations Aggregate, $1,000,000 Personal and Advertising Injury Liability, $1,000,000 each Occurrence, $50,000 Fire Damage Liability and $5,000 Medical Expense.

II. **AUTOMOBILE LIABILITY**.
Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident.

III. **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**.
- A Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.
- B Employer's Liability limits for not less than $100,000 each accident; $500,000 disease policy limit and $100,000 disease each employee must be included.

IV. **BUILDER'S RISK / INSTALLATION FLOATERS**.
- A When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:
- B Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.
- C When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the National Flood Insurance Program.

V. **OTHER INSURANCE PROVISIONS**.
The policies are to contain, or be endorsed to contain, the following provisions:
- A Commercial General Liability and Automobile Liability Coverage's
  - 1 The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.

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

B Workers' Compensation and Employers' Liability Coverage's

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

C All Coverage's

1 The Contractor shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or" per occurrence" form. If any cover is provided under a "claims made" form, the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.

VI. **SUBCONTRACTORS**.

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

CERTIFICATE HOLDER: **Alachua County Board of County Commissioners**

MAIL or FAX CERTIFICATES TO:

Ebix
212 Kent Street
PO Box 257
Portland, MI 48875
Ph. 517-647-1700
Fax 517-647-7900

EXHIBIT D: RELEASE AND AFFIDAVIT

STATE OF FLORIDA, COUNTY OF _____

Before me, the undersigned authority, personally appeared _____, who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of $_____ paid, ***Fla. Homes, Inc. R/C*** ("Contractor") releases and waives for itself and its subcontractors, materialmen, successors and assigns, all claims demands, damages, costs and expenses, whether in contract or in tort, against The County Commissioners of Alachua County, Florida, a body corporate existing under the laws of the State of Florida ("Owner") relating in any way to the performance of the Agreement between Contractor and Owner, dated 07 September, 2011, for the period from _____(mm/dd/yyyy) to _____(mm/dd/yyyy).

(2) Contractor certifies for itself and its subcontractors, materialmen, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which Owner might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(3) Contractor agrees to indemnify, defend and save harmless Owner from all demands or suits, actions, claims of liens or other charges filed or asserted against Owner arising out of the performance by Contractor of the Work covered by this Release and Affidavit.

(4) Contractor certifies that it has paid all its subcontractors and materialmen in full all amounts owed them from any previous payments received by Contractor from Owner and has not withheld any such amounts. In the event Contractor withholds any unpaid amounts due to its subcontractors and/or materialmen from the payment it receives from Owner with respect to the Application for Payment referenced in paragraph 5 below, Contractor agrees to immediately refund all such unpaid amounts to Owner.

(5) This Release and Affidavit is given in connection with Contractor's

☐ Monthly ☐ final Application for Payment No._____.

Contractor:

By:_____

_____ Its: _____

_____ Date:_____

Witnesses

[Corporate Seal]

STATE OF Florida
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ 2011, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me or has produced a _____ (state) driver's license no. _____ as identification.

My Commission Expires:

Notary Public (Signature): _____

(AFFIX NOTARY SEAL)

_____
(Printed Name)

_____
(Title or Rank)

_____
(Serial Number, if any)

EXHIBIT E: APPLICATION FOR PAYMENT

Contractor (Name, Address, Phone)
Fla. Homes, Inc. R/C.
13919 NW 145th Avenue, Alachua, FL 32615
386-418-4663
Job No: NSP026 CDBG NSP 10DB-4X-03-11-01-F01
Contract Time (Calendar Days): Ninety (90)
Time Elapsed to Date: _____

Request No: _____
For Period Ending: _____
Project Name: Neighborhood Stabilization Program (NSP)
Site Adderss 12713 NW 73rd Terrace, Alachua, FL
State Project: N/A County Project
Federal Project No: 10DB-4x-03-11-01-F01

	ADDITIONS $	DEDUCTIONS $
NTP Amendments approved in previous months by Owner -- TOTAL	_____	_____
Subsequent Change Orders		
Number Approved (Date)	_____	_____
TOTALS	_____	_____
Net change by NTP Amendments $		

Original Contract Sum	$ **53,579.00**
NTP Amendments (Net).....	$ _____
Contract Sum To Date.....	$ _____
Balance To Finish.....	$ _____
Completed To Date.....	$ _____
Materials Stored.....	$ _____
Total Completed & Stored.....	$ _____
Less Retainage **20** %.....	$ _____
Add Back Retained Amount Covered By Securities.....	$ _____
TOTAL.....	$ _____
Less Previous Certificates.....	$ _____
Less Materials Purchased Directly By Owner:	$ _____
THIS CERTIFICATE	$ _____

SHOW INDIVIDUAL SBE PAYMENTS SEPARATELY ON _____
SCHEDULE OF VALUES AND TOTAL ON THIS LINE _____

TOTAL AMOUNT PAID THIS CERTIFICATE TO SBE SUBCONTRACTORS $ _____

CERTIFICATION BY THE CONTRACTOR : According to the best of my knowledge and belief, I certify that all items and amounts shown on the face of this Application are correct, that all work has been performed and material supplied in full accordance with the terms and conditions of the Contract, and that all materialmen, laborers and subcontractors, as defined in Chapter 713.01, Florida Statutes, have been paid the amounts due them out of any previous payments made to the Contractor by the Owner. Further, I agree to promptly pay each materialmen, laborer and subcontractor, as defined in Chapter 713.01, Florida Statutes, upon receipt of payment from the Owner, out of the amount paid to me on, account of such materialman's laborer's or subcontractor's work, the amount to which said materialman, laborer and subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to myself on account of such materialman's, laborer's and subcontractor's work.

CONTRACTOR: _____ By: _____

STATE OF _____

EXHIBIT F: SUBCONTRACTOR/MATERIALMAN WAIVER & RELEASE OF LIEN

PARTIAL _____
FINAL _____

OWNER: _____

CM or CONTRACTOR: Fla. Homes, Inc. R/C.

PROJECT #NSP 10DB-4X-03-11-01-F01

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Fla. Homes, Inc. R/C. (The CM or Contractor) has been engaged by Alachua County Board of County Commissioners (The Owner), to provide labor and/or materials as described in said contract in connection with the construction of the project described above, and _____ (The Subcontractor or Materialman) has been engaged by Fla. Homes, Inc. R/C. (The CM or Contractor) to assist.

THE UNDERSIGNED lienor, in consideration of a final payment made in the amount of $ _____, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to Alachua County Board of County Commissioners (Owner) on the job of _____ to the following described property: 12713 NW 73rd Terrace, Alachua, FL 32615 parcel number 05903-010-010

THE UNDERSIGNED further warrants and represents that any and all valid labor, material, equipment, fringe benefits, taxes and other bills, now due and payable on the properly described above on behalf of the undersigned, have been paid in full to date of this Waiver for application **CDBG NSP 10DB-4X-03-11-01-F01** dated _____, a copy of which is attached hereto.

DATE: _____ _____ _____
Signature (Subcontractor or Materialman) Print Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this_____ day of _____2011, by_____ as _____ (type of authority, e.g. officer, trustee, attorney in fact) for _____ (name of party on behalf of whom instrument was executed).

_____ (Signature of Notary Public -- State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known _____ OR Produced Identification
Type of Identification Produced: _____

September 27, 2011 Regular BoCC Meeting
Agenda Item #82

Title
Agreement with Meridian Community Services Group (Amended)

Amount
$66,940.00

Description
Request Approval to Amendment tthe Agreement Between Alachua County and Meridian Community Services Group, Inc.

Recommendation
Approve the First Amendment to Agreement Between Alachua County and Meridian Community Services Group, Inc., (MERIDIAN) and authorize Chair to sign two original amendments.

Alternative(s)
Amend and approve the First Amendment to Agreement Between Alachua County and Meridian Community Services Group, Inc., and authorize Chair to sign two original amendments.

Requested By
Tom Webster, Housing Programs Manager

Originating Department
Growth Management

Attachment(s) Description
Agreement with Meridian Community Services Group, Inc. Amendment to Agreement with Meridian Community Services Group, Inc.

Documents Requiring Action
Amendment to Agreement with Meridian Community Services Group, Inc.

Executive Summary
Alachua County entered into an agreement with Meridian Community Services Group Inc. in 2010 to provide Program Administration Services for the Neighborhood Stabilization Program.This is the First Amendment to that Agreement. The agreement states that the total amount would be amended at the same percentage should additional grant funds be obtained for this program. In anticipation of additional Neighborhood Stabilization Program (NSP 3) funds, this amendment has been prepared in compliance with the Agreement and will allow Alachua County to continue to utilize the services of MERIDIAN.

Background
Alachua County conducted a Request for Proposal process in 2009 to obtain a consultant to provide program administration services for the Neighborhood Stabilization Program. The Board approved Meridian Community Services Group, Inc. as the top ranked firm at its January 26, 2010 meeting and authorized staff to negotiate an Agreement. On March 9th, 2010, Alachua County entered into an Agreement with Meridian Community Services Group Inc. to provide Program Administration Services. Under the terms of this Agreement, Alachua County agreed to pay MERIDIAN 6.5% of the Neighborhood Stabilization Program grant award and to amend the Agreement at the same percentage should additional grant funds become available. Staff have been notified by the State of Florida that a contract is being processed to award an additional $1,029,844 to Alachua County for the

Neighborhood Stabilization Program.

Issues
This agreement is subject to the availability of grant funds.

Fiscal Recommendation
This Amendment has no adverse fiscal impact.

Fiscal Alternative(s)
n/a

Funding Sources
Neighborhood Stabilization Program 3 (NSP 3)

Account Code(s)
To be determined upon receipt of NSP 3 grant award

Attachment: Agreement with Meridian Community Services Group.pdf
Attachment: Meridian Serv 1st Amend Final.pdf

AMENDMENT TO AGREEMENT
BETWEEN ALACHUA COUNTY AND
MERIDIAN COMMUNITY SERVICES GROUP, INC.

THIS FIRST AMENDMENT TO AGREEMENT made and entered into this 27 day of September 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 Meridian Community Services Group, Inc., hereinafter referred to as ("MERIDIAN"):

WITNESSETH:

WHEREAS, the parties hereto previously entered into an agreement dated March 9, 2010; and,

WHEREAS, The Florida Department of Community Affairs (DCA) approved the County's reliance on the previous procurement by Alachua County as the basis for selection of Meridian Community Services, as its consultant for Alachua County's Community Development Block Grant (CDBG) Neighborhood Stabilization Program (NSP) 3 Grant Program;

WHEREAS, the parties wish to amend the agreement.

NOW, THEREFORE, the parties hereby agree to amend the Agreement dated March 9, 2010 as follows:

A.. SECTION C. Scope of Services (1) **Intent of this Contract of the Agreement** is amended in its entirety to read:

> (1) MERIDIAN agrees, under the terms and conditions of this Contract and the applicable federal, state and local laws and regulations, to undertake, perform, and complete the necessary Program Administration Services required to implement and complete the County's Federal FY 2009 CDBG project and Federal FY 2010 CDBG project.

B. SECTION D. **Consideration and Method of Payment for Services (1)** Amount of Consideration, is amended in its entirety to read:

(1) For Program Administration Services, for a Neighborhood Stabilization grant, the

County will pay MERIDIAN the sum of $66,940, (6.5%) of the NSP 3 grant awards, subject to the availability of grant funds and 6.5% of all program income earned during the duration of this Agreement. The total amount would be amended at the same percentage should additional grant funds be obtained for this program. The County shall issue the fee amount to MERIDIAN over a period of twelve (12) months. MERIDIAN shall receive the sum of $5,000 upon submission to the County all materials required for Release of Funds as specified in the County's Grant Award Agreements from DCA. The remaining portion of MERIDIAN'S lump sum fee shall be paid in 11 equal monthly payments provided that the final (12th month) payment will not be paid until completion and submission of the Closeout Status Report to DCA. If the project is completed in less than 12 months, the balance of the administration fee will be paid to MERIDIAN after completion and submission of the Closeout Status Report to DCA.

C. Section K. Project Representatives shall be amended in its entirety to read:

K. The County's Project Manager for this Contract is: Tom Webster, Housing Programs Manager, Alachua County Department of Growth Management.

MERIDIAN's Project Grants Manager responsible for the program administrative services of this Contract is Jay Moseley, Senior Vice President, Meridian Community Services Group, Inc., 2135 NW 40th Terrace, Suite D, Gainesville, FL 32605. In the event that different representatives are designated by either party after execution of this Contract, notice of the name and address of the new representative will be rendered in writing to the party and said notification attached to the original of this Contract.

D. This First Amendment shall take effect upon expiration of the original agreement.

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the original agreement between the parties, dated March 9, 2010, shall be and remain in full force and effect.

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

ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair
Board of County Commissioners
Date: 9/28/11

ATTEST:

_____
J. K. Irby, Clerk
(SEAL)

APPROVED AS TO FORM

_____
Alachua County Attorney's Office

MERIDIAN COMMUNITY SERVICES GROUP

ATTEST (By Corporate Officer)

By: _____
Print: ~~Senior~~ James F. Moseley
Title: Senior Vice President

By: _____
Print: Lisa A. Blair
Title: President
Date: 9/12/11

ALACHUA COUNTY, FLORIDA
CONTRACT FOR COMMUNITY DEVELOPMENT BLOCK GRANT
NEIGHBORHOOD STABILIZATION PROGRAM ADMINISTRATION SERVICES

THIS CONTRACT is made and entered into this 9th day of March, 2010, by and between the Alachua County Board of County Commissioners, whose business address is 12 SE 1st Street, Gainesville, Florida 32601 (hereinafter the OWNER) and Meridian Community Services Group, Inc., whose business address is Post Office Box 13408, Tallahassee, Florida 32317 (hereinafter MERIDIAN). This Contract shall become effective immediately, with Program Administration Services subject to the beginning date of the OWNER's Grant Award Agreement between the OWNER and the Florida Department of Community Affairs (hereinafter DCA).

WHEREAS, the OWNER has solicited for competitive proposals, and selected MERIDIAN to perform Program Administration Services for a Neighborhood Stabilization Program Community Development Block Grant (CDBG) for the FFY 2009 funding cycle.

NOW THEREFORE, in consideration of the mutual covenants and agreements as contained herein to be kept by and between the parties, the OWNER and MERIDIAN agree as follows:

A. Covenant for Services

The OWNER does hereby contract with MERIDIAN to perform the services described herein and MERIDIAN does hereby agree to perform such services under the terms and conditions set forth in this Contract.

B. Availability of Funds

Payment of funds pursuant to this Contract is subject to and conditioned upon the release of authorized appropriations from the DCA. MERIDIAN shall be paid in accordance with Section D of this Contract. The OWNER's Grant Award Agreement from DCA shall become part of this Contract.

C. Scope of Services

(1) Intent of this Contract

MERIDIAN agrees, under the terms and conditions of this Contract and the applicable federal, state and local laws and regulations, to undertake, perform, and complete the necessary Program Administration Services required to implement and complete the OWNER's FFY 2009 CDBG project in compliance with applicable laws and regulations.

(2) Scope of Services – Program Administration Services

- Representation during site visits and monitorings
- Coordination with Alachua County representatives
- Assistance with establishing financial and programmatic management
- Oversight of citizen complaint process
- Monitor all project activity to ensure compliance
- Develop project information management and filing system
- Develop project financial management system for receiving and disbursing funds
- Maintain project account records
- Develop and process amendments, as needed
- Oversight of project schedule and compliance
- Provide regular project status reports to Owner or Local Government, as directed
- Conduct training and technical assistance for County Staff, non-profits, lenders, appraisers, realtors, and other professionals
- Monitor all project activity to ensure compliance, including subrecipients
- Provide all other necessary technical assistance
- Gather all necessary supporting documents
- Prepare final status report
- Coordination with other agencies and contracts, as necessary
- Budget tracking
- Monthly and Quarterly reporting to Department of Community Affairs
- Preparation of MBE reports
- Prepare documents for administrative/financial close out
- Provide regular status reports to staff and Commission

If the Grant Award Agreement between the OWNER and DCA is amended, the scope of services for the project shall be amended to be consistent with that Agreement.

D. *Consideration and Method of Payment for Services*

(1) Amount of Consideration

For Program Administration Services, for a Neighborhood Stabilization grant the OWNER will pay MERIDIAN the sum of $190,400 (6.5%) of the current grant award, subject to availability of grant funds. The total amount would be amended at the same percentage should additional grant funds be obtained for this program. The OWNER shall issue the fee amount to MERIDIAN over a period of twelve (12) months. MERIDIAN shall receive the sum of $5,000 upon submission to the OWNER all materials required for Release of Funds as specified in the OWNER's Grant Award Agreement from DCA. The remaining portion of MERIDIAN's lump sum fee shall be paid in 11 equal monthly payments. If the project is completed in less than 12 months, the balance of the administration fee will be paid to MERIDIAN after completion and submission of the Closeout Status Report to DCA.

(2) Method of Payments

MERIDIAN will submit a monthly invoice, which will reflect an equal monthly amount due for a CDBG Neighborhood Stabilization grant. The invoice shall be submitted to the OWNER for the OWNER's review and approval. Payment will be issued by OWNER to MERIDIAN within twenty (20) business days from the date which a properly received invoice is recorded as received by OWNER, subject to availability of project funds. Invoices shall be submitted in sufficient detail to demonstrate compliance with the terms of the Agreement and to allow for the proper pre-audit and post-audit thereof.

(3) Additional Services

If additional services are requested or required, then the additional services shall be established based on the hourly rates identified in Attachment C of this Contract. Additional services shall include additional project management due to construction delays beyond the construction contract period. The liquidated fee clause established in the construction contract would be utilized to pay for the additional services caused by the construction delays.

E. Subcontracts

(1) If MERIDIAN subcontracts any of the work required under this Contract, MERIDIAN agrees to include in the subcontract that the subcontractor is bound by the terms and conditions of this Contract with the OWNER.

(2) MERIDIAN agrees to include in the subcontract that the subcontractor shall indemnify and hold harmless the DCA, the OWNER and MERIDIAN from and against all claims of whatever nature by the subcontractor arising out of the subcontractor's performance of work under this Contract.

F. Modification of Contract

All modifications or amendments to this Contract shall be in writing, executed with the same formalities as this Contract, and addressed to the appropriate parties hereto and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a national recognized overnight courier service. All modifications or amendments shall be effective upon the date of receipt and attached to the original of this Contract. The amount of compensation to be paid to MERIDIAN will not be amended without mutual agreement of the OWNER and MERIDIAN, formally executed in writing, subject to availability of funds.

G. Termination (Cause and/or Convenience)

(1) This Contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.

(2) This Contract may be terminated in whole or in part in writing by the OWNER for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in G. (1) above.

(3) If termination for default is effected by the OWNER, an equitable adjustment in the price for this Contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to

MERIDIAN at the time of termination may be adjusted to cover any additional costs to the OWNER because of MERIDIAN's default.

For any termination, the equitable adjustment shall provide for payment to MERIDIAN for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by MERIDIAN relating to commitments (e.g., suppliers, subcontractors) which had become contracted prior to receipt of the notice of intent to terminate.

(4) Upon receipt of a termination action under paragraphs (1) or (2) above, MERIDIAN shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make available to the OWNER all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by MERIDIAN in performing this Contract, whether completed or in process.

(5) Upon termination, the OWNER may take over the work and may award another party a Contract to complete the work described in this Contract.

(6) If, after termination for failure of MERIDIAN to fulfill contractual obligations, it is determined that MERIDIAN had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the OWNER. In such event, adjustment of the contract price shall be made as provided in paragraph (3) above.

H. Remedies

Unless otherwise provided in this Contract, all other matters in question between the OWNER and MERIDIAN, arising out of or relating to this Contract, or the breach of it, will be decided by a Florida court of competent jurisdiction. The venue for any legal action or other proceedings, which might arise from this Contract, shall be Alachua County, Florida.

I. Liability

(1) MERIDIAN shall be responsible for all damages to persons or property that occur as a result of MERIDIAN's fault or negligence in connection with work performed under the provisions of this Contract, and MERIDIAN shall be financially and otherwise responsible for the proper care and protection of all such work performed until completion thereof and final acceptance by the OWNER. MERIDIAN maintains $1,000,000 of Professional Liability Insurance, $2,000,000 of General Liability Insurance, $1,000,000 of Automobile Liability Insurance and $100,000 per accident of Workers Compensation and Employers' Liability Insurance through Sun Coast Insurance and will do so throughout the course of the project. Documentation regarding insurance will be made available upon request. MERIDIAN's insurance company shall name OWNER as an additional insured with respects to General Liability and Automobile Liability and shall waive all rights of subrogation against OWNER under all insurance policies. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A-.

(2) As a part of the agreement MERIDIAN agrees to indemnify, hold harmless and defend OWNER, its officials and employees from all claims, losses, damages, costs, charges, expenses, suits or actions brought against OWNER as a result of any action or failure to act on the part of MERIDIAN, its employees, subcontractors or agents. This includes attorney's fees and all costs of litigation including appellate attorney's fees and costs as well as any judgments.

J. Energy Efficiency

MERIDIAN shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

K. Project Representatives

The OWNER's Project Manager for this Contract is: Tom Webster, Housing Programs Manager, Alachua County Department of Growth Management.

MERIDIAN's Project Grants Manager responsible for the program administrative services of this Contract is Jay Moseley, Senior Vice President, Meridian Community Services Group, Inc., 2222 NW 40th Terrace Street, Suite A, Gainesville, FL 32605. In the event that different representatives are designated by either party after execution of this Contract, notice of the name and address of the new representative will be rendered in writing to the party and said notification attached to the original of this Contract.

L. Terms and Conditions

This Contract contains all the terms and conditions agreed upon by the parties.

M. Eligibility

MERIDIAN certifies that it is eligible to receive state and federally funded contracts. MERIDIAN also certifies that no party, which is ineligible for such work, will be subcontracted to perform services under this Contract.

N. Conflict of interest

No member of or Delegate to the Congress of the United States, or Resident Commissioner, and no elected state official or state employee shall share in any proceeds of this Contract, or in any benefit to arise from it. No officer or employee of the local jurisdiction or its designers or agents, no member of the governing body, and no other official of the locality who exercises any function or responsibility with respect to this Contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, MERIDIAN shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

O. Federal Statutory Requirements

When applicable, MERIDIAN and the OWNER shall comply with the provisions contained in Attachment A and incorporated herein.

P. Attachments

This Contract is subject to the provisions of the following Attachments, which are attached to and made a part of this Contract:

(1) Attachment A, "Federal Provisions", consisting of three (3) pages.

(2) Attachment B, "Section 3 and Affirmative Action Plan", consisting of one (1) page.

(3) Attachment C, "Fee Schedule", consisting of one (1) page.

(4) Attachment D, "Sworn Statement on Public Entity Crimes", consisting of two (2) pages.

Q. Assignment

MERIDIAN shall not sell, assign or transfer any of its rights, duties or obligations under the Agreement, without the prior written consent of OWNER; provided, MERIDIAN assigns to OWNER any and all claims it has with respect to the Contract under the antitrust laws of the United States and the State of Florida. In the event of any assignment, MERIDIAN remains secondarily liable for performance of the contract, unless the OWNER expressly waives such secondary liability. OWNER may assign the Contract with prior written notice to MERIDIAN of its intent to do so.

R. Relationship

MERIDIAN is an independent contractor to OWNER in performing its Services under this Contract and is not an employee, agent, joint-venture, or partner of OWNER.

S. Survival

All express representations, waivers, indemnifications, and limitations of liability included in this Contract will survive its completion or termination for any reason.

T. Execution in Counterparts

The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

U. Authority

Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

IN WITNESS WHEREOF, the parties have executed this Contract the day and year first written above.

MERIDIAN COMMUNITY SERVICES GROUP, INC.

By: _____

Name and Title: Lisa A. Blair, President

Attest: _____

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____

Name and Title: CYNTHIA MOORE CHESTNUT, CHAIR

Chairman_____

ATTEST: ATTEST:

J. K. IRBY, CLERK

Alachua County Clerk

Approved as to form

Alachua County Attorney

ATTACHMENT A

FEDERAL PROVISIONS

1. **Equal Employment Opportunity**

During the performance of this Contract, MERIDIAN agrees as follows:

a. MERIDIAN will not discriminate against any employee or applicant for employment because of age, race, sex, national origin, ethnic background, and handicap status. MERIDIAN will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. MERIDIAN agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the OWNER setting forth the provisions of this non-discrimination clause.

b. MERIDIAN will, in all solicitation or advertisements for employees placed by or on behalf of MERIDIAN, state that all qualified applicants will receive consideration for employment without regard to age, race, sex, national origin, ethnic background, and handicap status.

c. MERIDIAN will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

d. MERIDIAN will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60).

e. MERIDIAN will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the OWNER and the Florida or United States Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

f. In the event of MERIDIAN's non-compliance with the equal opportunity clauses of this Contract or with any of such rules, regulations or orders, this Contract may be cancelled, terminated or suspended in whole or in part and MERIDIAN may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. MERIDIAN will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. MERIDIAN will take such action with respect to any subcontract or purchase order as the local governing authority(s) representative may direct as a means of enforcing such provisions including sanction for non-compliance: Provided, however, that in the event

MERIDIAN becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the OWNER, MERIDIAN may request the United States to enter into such litigation to protect the interests of the United States.

2. **Civil Rights Act of 1964**

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

3. **Section 109 of the Housing and Community Development Act of 1974**

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under Title I of the Housing and Community Development Act.

4. **"Section 3" Compliance in the Provision of Training, Employment, and Business Opportunities**

a. The work to be performed under this Contract is assisted by direct federal assistance from the U.S. Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (24 CFR Part 135), as amended, 12 U.S.C. 170. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

b. The parties to this Contract will comply with the provisions of said Section 3 and regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.

c. MERIDIAN will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or worker's representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants-for employment or training.

d. MERIDIAN will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, CFR Part 135. MERIDIAN will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior

to the execution of this Contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

5. **Access and Retention to Records**

The OWNER, the DCA, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives, shall have access to any books, documents, papers, and records of MERIDIAN which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcriptions. MERIDIAN shall retain all records relating to this Contract for six (6) years after the OWNER makes final payment and all other pending matters are closed.

ATTACHMENT B

SECTION 3 AND AFFIRMATIVE ACTION PLAN

1. MERIDIAN will solicit and evaluate applications for employment in a manner that is non-discriminatory based upon age, race, sex, national origin, ethnic background, and handicap status.

2. When training and/or employment opportunity arises in connection with this project, MERIDIAN will, to the greatest extent feasible, provide maximum opportunity to lower income residents of the project. Employment opportunity will be locally advertised in a manner that will ensure that potentially eligible applicants are 1) made aware of the opportunity, and 2) provided a convenient way to apply for employment.

3. During this project, MERIDIAN will seek to purchase necessary goods and/or services from businesses that are located in, or owned by persons residing in the jurisdiction.

4. MERIDIAN will utilize the HUD and Florida lists of minority businesses in filling subcontracting and/or purchasing needs.

5. MERIDIAN will include applicable equal opportunity provisions in subcontracts issued in connection with this project.

6. MERIDIAN shall publicize and post this policy in a conspicuous place available to employees and applicants for employment and training.

7. MERIDIAN is under no contractual or other disability, which would prevent compliance with this policy.

ATTACHMENT C

FEE SCHEDULE

Where grant funds cannot be used or for additional services the following schedule will be utilized:

HOURLY FEE SCHEDULE

Meridian also offer the option of an hourly fee schedule as follows:

Principal	$225.00 per hour
Project Manager	$150.00 per hour
Financial Services Manager	$140.00 per hour
Construction Manager	$110.00 per hour
Construction Inspector	$ 85.00 per hour
Accounting/Budget Specialists	$ 85.00 per hour
Administrative Assistant	$ 45.00 per hour

***Hourly rates travel, office and other associated costs.**

***Please note that all fees include overhead, profit, travel, office supplies, benefits, etc.**

ATTACHMENT D

SWORN STATEMENT UNDER SECTION 287.133(3)(a), Florida Statutes, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the **Alachua County** by **Lisa A. Blair, President** for

MERIDIAN Community Services Group, Inc., whose business address is **Post Office Box 13408,**

Tallahassee, Florida 32317, and its Federal Employer Identification No. (FEIN) is **20-0021782.**

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statues, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statues, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_X_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature

Sworn to and subscribed before me this 23rd day of February, 2009.

Personally known X

or Produced Identification

Notary Public - State of Florida

(Type of Identification)

My commission expires Oct 4, 2011

(Printed, typed, or stamped commissioned name of notary public)

September 27, 2011 Regular BoCC Meeting
Agenda Item #83

Title
NSP Real Estate Contract for 12017 NW 164th Terrace, Alachua, FL (Amended)

Amount
$107,777.00

Description
Request Approval of the Neighborhood Stabilization Program Real Estate Contract for 12017 NW 164th Terrace

Recommendation
Approve the real estate contract for 12017 NW 164th Terrace, Alachua, FL and the form of the deed.

Alternative(s)
Reject the real estate contract and re-advertise the home for sale.

Requested By
Tom Webster, Housing Programs Manager

Originating Department
Growth Management

Attachment(s) Description
NSP Real Estate Contract Form of the deed

Documents Requiring Action
NSP Real Estate Contract Form of the deed

Executive Summary
Alachua County received this offer for the NSP home located at 12017 NW 164th Terrace. This home was advertised for sale in accordance with the Alachua County NSP Property Conveyance Ordinance as well as in a local newspaper. One offer was received.

Background
Alachua County received a federal grant from the State of Florida to acquire, rehab, and resell foreclosed properties to income eligible households who qualify for the Neighborhood Stabilization Program. An offer of $118,000 was previously accepted by the Board at its meeting held on June 14, 2011. Unfortunately, the buyer's financing fell through. As a result, the house was readvertised for sale in a press release issued August 15, 2011. One offer was received.

Issues
The Board is authorized by the Neighborhood Stabilization Property Conveyance Ordinance to make the final decision as to which offer to accept. The offer received is less than the asking price of $118,000. Should the Board wish to reject this offer, additional carrying costs will be incurred for this home. Should the Board wish to make a counter offer, it is unlikely that the potential buyer would be able to secure sufficient financing to buy the home at a higher price. Therefore, staff recommends approval of this offer.

Fiscal Recommendation
This recommendation has no adverse impact and will enable Alachua County to purchase and renovate additional homes with the net proceeds from this sale.

Fiscal Alternative(s)
N/A

Funding Sources
Alachua County Neighborhood Stabilization Program

Account Code(s)
Net proceeds from sale will be deposited into Fund 203 to buy additional homes.

Attachment: NSp Cntrt of Sale 12017 NW 164th Terrace Final.pdf

"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 ORISATALABI EFUNBUMI ("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: 12017 NW 167TH TERRACE ALACHUA FL 32615
   (b) Property is located in: ALACHUA County, Florida. Real Property Tax ID No: 03980-003-054
   (c) Legal description of the Real Property: PILOT FOREST PB J-92 LOT 54 OR 3951/0926 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: _____

2. **PURCHASE PRICE** (U.S. currency): ..... $ 107,777.00

(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: US TITLE
Address: 2622-B2 NW 43RD ST GAINESVILLE FL 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 ..... $ 77,277.00

(d) Other: SECONDARY FINANCING (NSP) ..... $ 30,000

(e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire transfer or other **COLLECTED** funds ..... $ 107,277.00
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 09/28/2011, 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 11/28/2011 ("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 15 (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: _____

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.

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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

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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: _____

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: ORISATALABI EFUNBUMI Orisatalabi Efunbumi Date: 9/2/2011

Buyer: _____ Date: _____

Seller: _____ ATTEST: _____ APPROVED AS TO FORM
LEE PINKOSON, CHAIR J. K. IRBY, CLERK Date: _____

Seller: _____ ALACHUA COUNTY ATTORNEY Date: _____

Buyer's address for purposes of notice
3461 SW 2ND AVE APT 445
GAINESVILLE, FL 32607

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.

BERMANN MESADIELI
Cooperating Sales Associate, if any

_____
Listing Sales Associate

SOLSTICE REALTY
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 Oristalabi Efunbumi ("Buyer") for property located at: 12017 NW 164th Terrace, Alachua, Florida (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
Oristalabi Efunbumi
Oristalabi Efunbumi 9/12/2011
Buyer Date

Solstice Realty
Broker Date

Seller

Chair
Alachua County Board of County Commissioners

Attest: J.K. Irby, Clerk

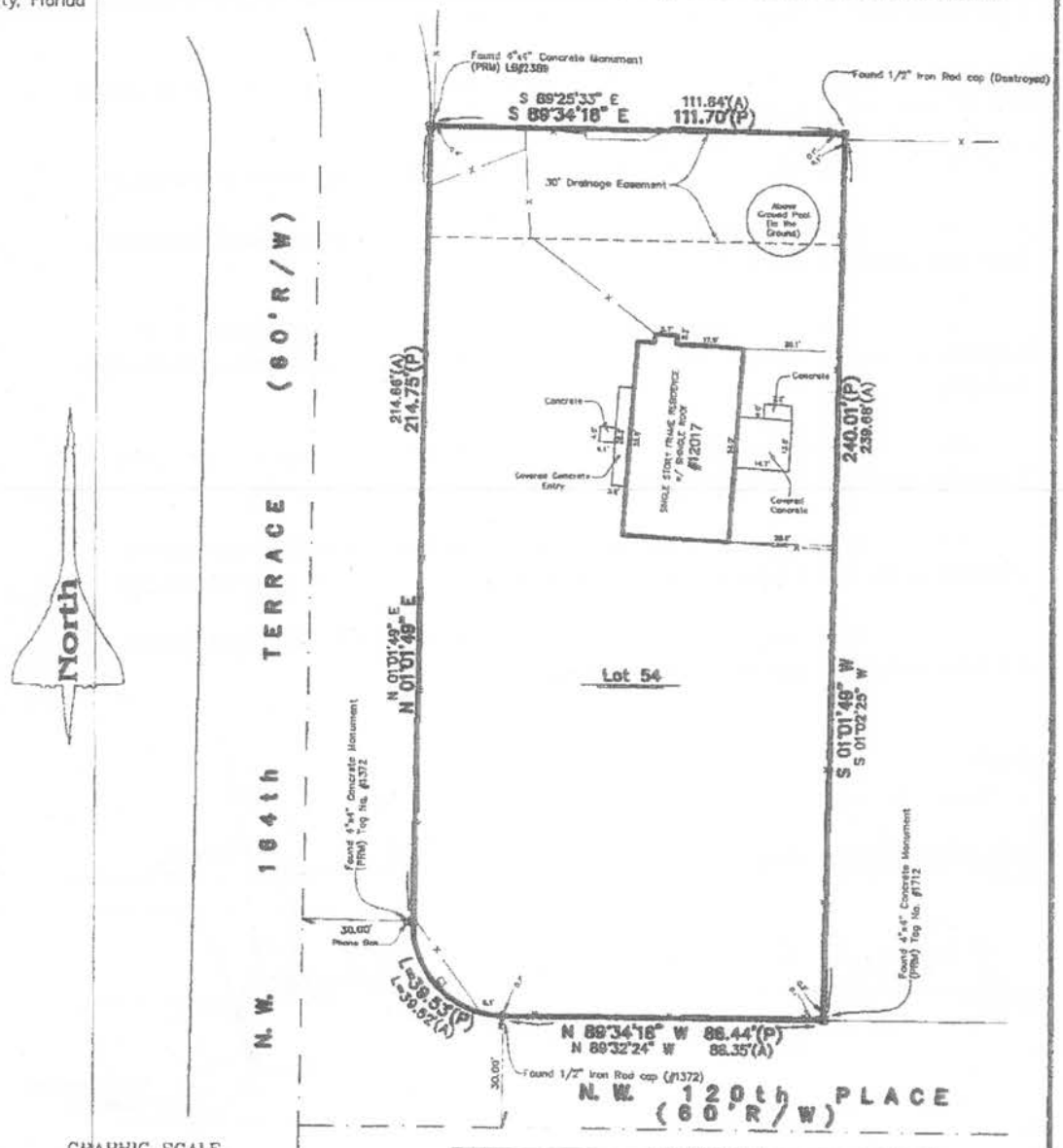
Approved as to Form, Alachua County Attorney

Attachment: Exhibit A, Survey
(Form provided by Alachua County Attorney's office)

BOUNDARY SURVEY

DESCRIPTION:

Lot 54 of "PILOT FOREST" as per plat thereof recorded in Plat Book "J", Page 92 of the public records of Alachua County, Florida



GRAPHIC SCALE

30 0 30 60

1 inch = 30 ft.

ACTUAL CURVE TABLE						
CURVE	DELTA	RADIUS	ARC	CHORD BEARING	DISTANCE	TANGENT
C1	90°34'13"	25.00'	39.53'	S44°15'17"E	35.53'	25.25'

PLATTED CURVE TABLE						
CURVE	DELTA	RADIUS	ARC	CHORD BEARING	DISTANCE	TANGENT
C1	89°36'07"	25.00'	39.53'	S44°16'14"E	35.54'	25.26'

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: 04-19-10 DATE OF FIELD SURVEY: April 19, 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. 120664-0120-D

Flood Zone Delineation shown hereon is merely an opinion of this Surveyor and NOT the FINAL authority as to the actual location of these lines. Flood Zones are to be verified by County, State and Federal Government Officials.

Bearings refer to the East R/W line of N.W. 164th Terrace being N 01°01'49" E, Plat, Assumed.

NOTES:

1. This map is INVALID unless Signed by and Sealed by the Professional Surveyor and Mapper hereon.
2. NO underground improvements were located unless shown hereon.
3. NO Attic, 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 # D0710 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 #03980-003-054
Pilot Forest Subdivision
ALACHUA COUNTY, FLORIDA

COUNTY DEED

THIS DEED, made this ___ day of _____, A.D., 2011, by **ALACHUA COUNTY, FLORIDA,** a political subdivision of the State of Florida, by its BOARD OF COUNTY COMMISSIONERS, ("Grantor"), whose mailing address is Post Office Box 1188, Gainesville, Florida 32602-1188, and **ORISATALABI EFUNBUMI, SINGLE WOMAN,** ("Grantee"), whose mailing address is 12017 NW 164th Terrace, Alachua, Florida 32615.

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 Fifty-four (54) PILOT FOREST, as per Plat thereof recorded in Plat Book J, Page 92 of the Public Records of Alachua County, Florida.

TO HAVE AND TO HOLD the premises, and all the estate, right, title, lien, interest and claim whatsoever of the Grantor, either in law or equity, and all improvements thereon and appurtenances thereto, unto the proper use, benefit and enjoyment of the Grantee, 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 Chairman 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.

September 27, 2011 Regular BoCC Meeting
Agenda Item #84

Title
CHOICES Health Services and University Opticians, Inc. (Amended)

Amount
N/A

Description
Request Approval of the CHOICES Health Services and University Opticians, Inc.

Recommendation
Approve and Execute the CHOICES First Amendment for Vision Care with University Opticians, Inc.

Alternative(s)
Do not approve the CHOICES Agreement for Vision Care with University Opticians, Inc.

Requested By
Elmira K. Warren/Bob Bailey/Cathie Whitney 264-6706

Originating Department
Community Support Services

Attachment(s) Description
First Amendment to the Agreement Between Alachua County And University Opticians, Inc., for Vision Care

Documents Requiring Action
First Amendment to the Agreement Between Alachua County And University Opticians, Inc., for Vision Care

Executive Summary
This is a First Amendment to allow University Opticians, Inc., to continue providing certain specified vision care services to CHOICES Health Services Members. This amendment is for the period of October 1, 2011 through September 30, 2013.

Background
This is a CHOICES Provider First Amendment with University Opticians, Inc., for the provision of Vision Care.

Issues
If not approved, less vision care services will be available to CHOICES Enrollees.

Fiscal Recommendation
Approve the CHOICES Provider First Amendment for Vision Care services with University Opticians, Inc. Sufficient funds have been appropriated for FY12-13.

Fiscal Alternative(s)
Do not approve the CHOICES Provider First Amendment for Vision Care with University Opticians, Inc.

Funding Sources

Indigent Healthcare Surtax

Account Code(s)
010-2926-562.31-60

Attachment: Univ Opticians CHOICES Vision Care 1st Amend Final.pdf

FIRST AMENDMENT TO THE AGREEMENT BETWEEN ALACHUA COUNTY AND UNIVERSITY OPTICIANS, INC., FOR VISION CARE SERVICES

This First Amendment to the Agreement made and entered into this September 27 A.D., 2011, by and between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners for the benefit of vision care services, hereinafter referred to as "County" and University Opticians Inc., (hereinafter referred to as Provider).

WITNESSETH

WHEREAS, the parties hereto have previously entered into an Agreement dated April 28, 2009 for the provision of vision care services; and,

WHEREAS, the parties wish to amend the agreement.

NOW THEREFORE, the parties hereby agree to amend the Agreement dated April 28, 2009 as follows:

A. Section 1, ***Term*** is amended in its entirety to read:
This agreement will become effective October 1, 2011 and shall continue in full force and effect up to and including September 30, 2013, unless terminated as provided herein.

B. This first amendment shall take effect October 1, 2011.

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the original agreement between the parties, dated the 28th day of April 2009, shall be and remain in full force and effect.

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

ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair
Board of County Commissioners

ATTEST:

_____
J. K. Irby, Clerk

(SEAL)

APPROVED AS TO FORM

_____
Alachua County Attorney's Office

ATTEST (By Corporate Officer)

By: _____
Print: Fredrik Wood
Title: Treasurer/Manager

Joshua B Kimble

VENDOR

By: _____
Print: Fredrik Wood
Title: Treasurer/Manager

Joshua B Kimble

September 27, 2011 Regular BoCC Meeting
Agenda Item #85

Title
CHOICES Health Services and Super Optical Express, Inc. (Amended)

Amount
N/A

Description
CHOICES Provider First Amendment for Vision Care.

Recommendation
Approve and Execute the CHOICES First Amendment for Vision Care with Super Optical Express, Inc.

Alternative(s)
Do not approve the CHOICES Agreement for Vision Care with Super Optical Express, Inc.

Requested By
Elmira K. Warren/Bob Bailey/Cathie Whitney 264-6706

Originating Department
Community Support Services

Attachment(s) Description
First Amendment to the Agreement Between Alachua County And Super Optical Express, Inc., for Vision Care

Documents Requiring Action
First Amendment to the Agreement Between Alachua County And Super Optical Express, Inc., for Vision Care

Executive Summary
This is a First Amendment to allow Super Optical Express, Inc., to continue providing certain specified vision care services to CHOICES Health Services Members. This amendment is for the period of October 1, 2011 through September 30, 2013.

Background
This is a CHOICES Provider First Amendment with Super Optical Express, Inc., for the provision of Vision Care.

Issues
If not approved, less vision care services will be available to CHOICES Enrollees.

Fiscal Recommendation
Approve the CHOICES Provider First Amendment for Vision Care services with Super Optical Express, Inc. Sufficient funds have been appropriated for FY12-13.

Fiscal Alternative(s)
Do not approve the CHOICES Provider First Amendment for Vision Care with Super Optical Express, Inc.

Funding Sources

Indigent Healthcare Surtax

Account Code(s)
010-2926-562.31-60

Attachment: Super opitial Express CHOICES Vision Care 1st Amend Final.pdf

FIRST AMENDMENT TO THE AGREEMENT BETWEEN ALACHUA COUNTY AND SUPER OPTICAL EXPRESS, INC., FOR VISION CARE SERVICES

This First Amendment to the Agreement, made and entered into this September 27 A.D., 2011, by and between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners for the benefit of vision care services, hereinafter referred to as "County" and Super Optical Express, Inc., (hereinafter referred to as Provider).

WITNESSETH

WHEREAS, the parties hereto have previously entered into an Agreement dated April 28, 2009 for the provision of vision care services; and,

WHEREAS, the parties wish to amend the agreement.

NOW THEREFORE, the parties hereby agree to amend the Agreement dated April 28, 2009, as follows:

A. Section 1, ***Term*** is amended in its entirety to read:
This agreement will become effective October 1, 2011 and shall continue in full force and effect up to and including September 30, 2013, unless terminated as provided herein.

B. This first amendment shall take effect October 1, 2011.

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the original agreement between the parties, dated the 8th day of February 2011, shall be and remain in full force and effect.

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

ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair
Board of County Commissioners

ATTEST:

_____
J. K. Irby, Clerk

(SEAL)

APPROVED AS TO FORM

_____
Alachua County Attorney's Office

ATTEST (By Corporate Officer)

By: _____
Print: JOHN M. BUCKNER, OD
Title: PRESIDENT

VENDOR

By: Super Optical Express, Inc.
Print: Jon Rowland
Title: manager

September 27, 2011 Regular BoCC Meeting
Agenda Item #86

Title
WCA Solid Waste: Commercial Franchise Application between Alachua County and WCA of Central Florida, Inc. (Amended)

Amount
Approx. $210,000.00

Description
Solid Waste: Commercial Franchise Application between Alachua County and WCA of Central Florida, Inc.

Recommendation
Approve the Commercial Franchise application agreement with WCA of Central Florida, Inc.

Alternative(s)
Do not approve the Commercial Franchise application agreement.

Requested By
Richard Hedrick, 352.374.5245 ext 1211

Originating Department
Public Works

Attachment(s) Description
Commercial Service Franchise Application between Alachua County and WCA of Central Florida, Inc.

Documents Requiring Action
Commercial Service Franchise application agreement between Alachua County and WCA of Central Florida, Inc.

Executive Summary
The Alachua County Code of Ordinances requires a franchise application agreement be approved by the County to engage in the business of providing commercial collection services. Due to the expected revenues being more than $50,000 from the Commercial Franchise between Alachua County and WCA of Central Florida, Inc. this application is required to be approved by the Board.

Background
In accordance with Chapter 75.601 of the Alachua County Code of Ordinances, "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." Due to the expected revenues being more than $50,000 from the Commercial Franchise between Alachua County and WCA of Central Florida, Inc. this application is required to be approved by the Board.

Issues
Current Franchise Agreement expires September 30, 2011.

Fiscal Recommendation
Approve agreement and receive approximately $210,000.00 revenue in franchise fees.

Fiscal Alternative(s)
Do not approve agreement or receive approximately $210,000.00 revenue in franchise fees.

Funding Sources
Solid Waste Fund - Revenue

Account Code(s)
400-7640-323.70-02

Attachment: wca franchise agreement.pdf

Public Works Department
Commercial Services Franchise Application

Applicant Information:

Name WCA Waste Corporation

Address 5002 SW 41st Blvd.

City/State/Zip Code Gainesville, Fl 32608

Phone Number 352-264-3270

Service Type Requested:

- ☐ **To provide containers only;**
- ☒ **To provide commercial solid waste collection and disposal services as defined by County ordinance.**

To the applicant: The following information is provided to assist you in preparing your application for a non-exclusive franchise to provide containers for commercial solid waste services and/or to provide commercial solid waste collection and disposal services to properties located in Unincorporated Alachua County. Please provide the required information as an attachment to the franchise application requirement checklist.

Franchise Application Requirements And Requirement Checklist

- ☒ 1. Name(s) and business address(es) of principal officers and stockholders and other persons having financial or controlling interest in any partnership or corporation;
- ☒ 2. Name(s) and business address(es) of local managing officers of any publicly owned corporation having more than 25 shareholders;
- ☒ 3. Criminal convictions, withheld adjudication and/or plea of nolo contendere for any felonies of any individual having controlling interest in applicant's firm, corporation, partnership, association or organization, and a statement of whether such applicant operates(ed) a solid waste collection business in this or any other state or territory under a franchise, permit or license, where, and whether such franchise, permit or license has ever been revoked or suspended, and the reasons therefore;
- ☒ 4. Proof that corporation is in good standing in the State, and if not a Florida Corporation, proof that applicant is qualified to do business in the State of Florida;
- ☐ 5. If applicant is other than a corporation, and is operating under a fictitious name, applicant shall be required to submit information that such fictitious name is registered and held by applicant;
- ☒ 6. List of type, number and complete description of all equipment to be used by applicant for providing safe and efficient services

Public Works Department
Commercial Services Franchise Application

☒ 7. Applicant shall maintain in full force and effect insurance as specified, and file with the County Manager a certificate of insurance for all policies written in applicant's name, to remain on file with the County for the franchise term to include:

- ☐ Comprehensive general liability policy;
- ☐ Policy in applicant's name covering operations in amount not less than $1,000,000 General Aggregate, $1,000,0000 Products / Completed Operations Aggregate, $1,000,000 Personal and Advertising Injury Liability, $1,000,000 each Occurrence, $50,000 Fire Damage Liability and $5,000 Medical Expense per occurrence
- ☐ Automobile liability insurance, including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident.
- ☐ Workers compensation as required by Florida statute;

☐ 8. Applicant shall pay the County a nonrefundable application fee as specified in Application Fee Schedule.

☐ 9. Applicant shall post with the County $2,500 in cash or the estimated amount of franchise fees for a three month period, whichever sum is greater, to guarantee performance under this franchise.

efinitions:

1. Applicant: a person applying to Alachua County for a franchise to provide commercial service within Unincorporated Alachua County for hire, remuneration or other consideration.
2. Franchisee: person or corporation to whom the County has issued a non exclusive franchise to provide containers for commercial solid waste services and/or to provide commercial solid waste collection and disposal services to properties in Unincorporated Alachua County.
3. Registrant: shall be a person who has applied with the County to collect, transport, convey or process recovered materials in unincorporated Alachua County and has subsequently received a registration certificate from the County. (Note: a franchisee may be a registrant).

Public Works Department
Commercial Services Franchise Application

Applicant agrees to comply with all applicable provisions of the Alachua County, Florida Code of Ordinances and permit applications as may be amended.

WCA Waste Corporation

Applicant name (Print or Type)

Applicant signature

Application submission date

Application received by date

Application fee received by check number check date

Approved County Manager/designee signature date

Public Works Department
Commercial Services Franchise Application

Affidavit

The below named person, as applicant or legal representative for applicant, does hereby certify that all required information has been attached to this application and become a part thereof.

Applicant or applicant's legal representative agrees that applicant will comply with all provisions of the Alachua County Code of Ordinances, the laws, rules, ordinances and regulations of Alachua County, the State of Florida and of the United States.

WCA
Applicant name

Bob Shires
Name of applicant's legal representative

Vice President
Title of applicant's legal representative

Signature of applicant

Signature of applicant's legal representative

Josh Robinson Lorri Brown
Witnesses:

Witness signature

Lorri Brown
Witness signature

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 31 day of August, in the year 2011, by Bob Shires, President and Secretary, respectively, of WCA, a Florida corporation, on behalf of the corporation. They/he/she are/is personally known to me or has produced Personally Known as identification.

Print Name: Debra S Hall Notary Public, State of Florida

My Commission Expires:

DEBRA S. HALL
Commission # EE 026797
Expires January 17, 2015
Bonded Thru Troy Fain Insurance 800-385-7019

AGREEMENT BETWEEN ALACHUA COUNTY AND WCA of CENTRAL FLORIDA FOR COMMERCIAL SOLID WASTE FRANCHISE AGREEMENT

This Commercial Solid Waste Franchise Agreement ("Agreement") is made and entered into this ____ day of _____, 2011, by and between Alachua County, a charter County and political subdivision of the State of Florida (hereinafter "County"), and WCA of Central Florida ("Franchisee").

WHEREAS, the County requires all persons or entities engaged in the business of providing commercial solid waste services to obtain a franchise issued by the County;

WHEREAS, the County issued non-exclusive franchise shall be by application and may be by contract, which may include agreement on the disposal site for solid waste collected by any franchisee;

WHEREAS, the County owns and operates a transfer station ("Transfer Station"), which the County uses to transfer and transport municipal solid waste from Alachua County to a landfill that is owned and operated by the New River Solid Waste Association ("Landfill");

WHEREAS, the Franchisee owns and operates a transfer station ("Transfer Station"), which the Franchisee uses to transfer and transport municipal solid waste from Alachua County to a properly permitted solid waste management facility;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and the other good and valuable consideration provided to the parties by this Agreement, the receipt and sufficiency of which are hereby acknowledged, the County and Franchisee agree to be bound by and to comply with the following terms and conditions of this Agreement:

1. Recitals. The above recitals are true and correct, comprise a material part of this Agreement and are incorporated herein.

2. Definitions. Whenever words and expressions are used in this Agreement, they shall be defined, interpreted and construed as provided in Article 12 of Chapter 75, Alachua County Code of Ordinances and as follows:

a. *"Acceptable Waste"* means solid waste that may be disposed of lawfully in a Class I landfill, provided that the solid waste was not collected pursuant to Franchisee's contracts, if any, for the collection of residential waste, recyclable materials and yard trash.

b. *"Applicable Law"* means any County ordinance or code provision, state or federal statute, law, constitution, charter, ordinance, judgment, order, decree, permit, rule, regulation, directive, policy, standard or similar binding authority, or a judicial or administrative interpretation of any of the same, which are in effect or are enacted, adopted, promulgated, issued or enforced by a governmental body during the term of this Agreement, and relate in any manner to the performance of the County or Franchisee under this Agreement.

c. *"Effective Date"* means the date when this Agreement is signed by the County.

3. Application Requirements. Franchisee has submitted an application that meets all requirements set forth in Section 75.604, Florida Statutes:

4. Franchisee Obligations. During the term of this Agreement, Franchisee agrees to comply with all of the following:

a. Compliance with Law. Franchisee agrees to comply with all Applicable Law, including without limitation, applicable provisions of Article 12, Chapter 75, of the Code of Ordinances of Alachua County, as exist and as may be amended during the term of this Agreement.

b. Insurance. Franchisee shall maintain in full force and effect insurance as specified, and file with the County Manager, or designee, a certificate of insurance for all policies written in Franchisee's name, to remain on file with the County for the franchise term to include:

(1) comprehensive general liability policy in an amount set forth in Subsection 75.604(b)(3), Alachua County Code,

(2) automobile liability policy in an amount set forth in Subsection 75.604(b)(3), Alachua County Code, and

(3) workers compensation as required by Florida statute.

c. Pay franchise fees as required by Section 75.602, Alachua County Code.

6. Term and Termination. The Franchise granted by this Agreement is not effective until reviewed, approved and executed by the County. Upon execution by the County, this Agreement shall remain in effect and shall bind Franchisee and the County from the Effective Date until September 30, 2012, unless this Agreement is revoked earlier. The County may deny this application for Franchise or may suspend or revoke this Agreement at any time with just cause pursuant to Section 75.605, Alachua County Code.

7. Agreement Governed by Florida Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Franchisee shall submit to service of process and the jurisdiction of the State of Florida for any controversy or claim arising out of or relating to the Agreement. Any action to interpret or enforce the Agreement shall be brought and maintained in the State of Florida. Venue shall be in Alachua County, Florida.

IN WITNESS WHEREOF, Franchisee and the County have duly authorized the execution of this Agreement by their respective officials.

COUNTY:

BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA

ATTEST:

By:_____
Lee Pinkoson, Chair

_____
J. K. Irby, Clerk

APPROVED AS TO FORM

(SEAL)

_____
Alachua County Attorney

(SIGNATURES CONTINUED ON NEXT PAGE)

FRANCHISEE

WCA of Central Florida

By: _____
(Name)

Witnesses as to Tenant:

_____
Signature

Josh Robinson
Printed Name

Witnesses as to Tenant:

Lorri Brown
Signature

Lorri Brown
Printed Name

STATE OF FLORIDA
COUNTY OF Alachua

The foregoing document was acknowledged before me this 31 day of August, 2011, by Bob Shires as _____ of WCA, who is personally known to me or has produced _____ as identification.

Debra S. Hall
Notary Public, State of Florida

_____
Printed Name

DEBRA S. HALL
Commission # EE 026797
Expires January 17, 2015
Bonded Thru Troy Fein Insurance 800-385-7019

Commission Number: _____

Commission expires: _____



EXHIBIT A

SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Service to be Furnished	Fee
PUBLIC WORKS	**WASTE MANAGEMENT**	
	TRANSFER STATION	
(352) 374-5245	**FOR VEHICLES CROSSING SOLID WASTE MANAGEMENT FACILITY SCALES:**	
	NOTE: A *$23.66* per ton surcharge shall be added to the listed fees for materials from non-assessed municipalities.	
	Brush and Land Clearing Debris: $2.00 minimum charge	
	Fee per ton	$52.13
	Fee per cubic yard	$11.00
	Governmental Yard Waste	$30.00 / ton
	Commercial Collection Service Franchise:	
	Application - Container Provision only [rental of containers]	$100.00
	Application - Solid Waste collection and disposal services	$250.00
	Commercial Franchise Fee (due 30 days after end of month)	10% of gross revenues
	Garbage (Class I and Class III): $2.00 minimum charge	
	Fee per ton	$52.13
	Fee per compacted cubic yard	$20.00
	Fee per loose cubic yard	$11.00
	Commercial Contract Garbage	$52.13 / ton
	Illegal Dump Site Material:	
	Fee per ton	$52.13
	Fee per compacted cubic yard	$20.00
	Fee per loose cubic yard	$11.00
	Public Weighing:	$5.00
	Contaminated or Mixed Loads containing prohibited items	$100.00 / incident
	Recovered Materials Collector:	
	Application	$50.00
	Annual Renewal	$50.00
	Special Handling Waste:	
	Fee per ton	$200.00
	Fee per cubic yard	$52.00
	Minimum fee per item	$85.00
	Tires - Whole:	
	Fee per ton	$140.00
	Fee per cubic yard	$50.00
	Auto or light truck only in mixed loads or less than 3 without wheels	$3.00 / tire
	Truck (17" or more) only in mixed loads or less than 3 without wheels	$4.00 / tire
	Off road tires (loader and tractor): Fee per ton	$275.00 / ton

SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Service to be Furnished	Fee
PUBLIC WORKS	**WASTE MANAGEMENT**	
	TRANSFER STATION	
(352) 374-5245	**FOR VEHICLES CROSSING SOLID WASTE MANAGEMENT FACILITY SCALES:**	
	NOTE: A *$23.66* per ton surcharge shall be added to the listed fees for materials from non-assessed municipalities.	
	White Goods/Scrap Metal:	
	Containing refrigerants whether freon has been removed or not (per unit)	$25.00
	Other metals and white goods not including refrigerants (per ton)	$52.13

SPECIAL CONDITIONS

Refuse resulting from cleanups of neighborhoods throughout the County may be disposed of at the transfer station on a non-fee basis provided that authorization from the Alachua County Public Works Department is obtained prior to any disposal activities.

In the event the scales are out of service, the previous average weights of the trucks will be used to calculate the fees. If average weights are not available, the fees will be calculated by cubic yards for all materials.

No burn barrels with material are allowed in the transfer station.

SPECIAL EVENT

Waste Alternatives will sell to the public items which promote the Embrace Zero Waste philosophy of waste reduction, recycling and resource conservation for less than market price. These items will include, but not be limited to, Earth Machine backyard composters and System, rain barrels. Units will be picked up by the public at various locations. Items will be available on a first-come, first-served basis for a limited time.

GET QUOTE DJIA 11,355.00 -50.93 -0.45% NASDAQ 2,498.31 -25.14 -1.00% S&P 1,188.56 -4.20 -0.35% U.S. markets open

WCAA 5.10 ↑ +0.11 +2.20%

WCA Waste Corp (NASDAQ)

TRADE + 

COMPANY ADDRESS

WCA Waste Corp
One Riverway
Suite 1400
Houston, TX 77056
US - Map
Phone: 713-2922400
Website

COMPANY INFORMATION

Exchange:	NASDAQ
Stock:	WCA Waste Corporation
Industry:	Waste Management
Employees:	1,058

DESCRIPTION

WCA Waste Corporation (WCA Waste) is a vertically integrated, non-hazardous solid waste management company providing non-hazardous solid waste collection, transfer, processing, and disposal services in the south and central regions of the United States. As of December 31, 2009, the Company served approximately 343,000 commercial, industrial and residential collection customers and 5,000 landfill and transfer station customers in Alabama, Arkansas, Colorado, Florida, Kansas, Missouri, New Mexico, North Carolina, Oklahoma, South Carolina, Tennessee and Texas. As of December 31, 2009, the Company owned and/or operated 24 landfills, 26 collection operations and 24 transfer stations/materials recovery facilities (MRFs). The Company's principal operating subsidiary is WCA Waste Systems, Inc. On October 1, 2008, WCA Waste announced the acquisition of Advantage Waste Service in Springfield, Missouri. The acquisition consists of a transfer station and two hauling operations.

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Quotes are real-time for NASDAQ, NYSE and AMEX. See delay times for other exchanges.

Fundamental company data and historical chart data provided by Thomson Reuters (click for restrictions). Real-time quotes provided by BATS Exchange. Real-time index quotes and delayed quotes supplied by Interactive Data Real-Time Services. Fund summary, fund performance and dividend data provided by Morningstar Inc. Analyst recommendations data provided by Zacks Investment Research. StockScouter data provided by Gradient Analytics. IPO data provided by Hoover's Inc. Index membership data provided by SIX Telekurs.

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WCAA	5.10	+0.11	+2.20%

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MARKET UPDATE

[BRIEFING.COM] After a pause at the flat line, both the S&P 500 and the Dow have dipped into negative territory. The pair has managed to limit losses, however. Tech stocks continue to lead the move lower. The sector has slumped to a loss of 1.1%, whi ... More

MORE MARKET NEWS

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DJIA 11,357.72 -48.21 -0.42% NASDAQ 2,499.24 -24.21 -0.96% S&P 1,188.58 -4.18 -0.35% U.S. markets open

Ownership

WCAA 5.10 ↑ +0.11 +2.20% Delayed

WCA Waste Corp (NASDAQ)

OWNERSHIP INFORMATION

Shares Outstanding	24.00 Mil
Institutional Ownership (%)	13.71
Top 10 Institutions (%)	13.20
Mutual Fund Ownership (%)	.02
5%/Insider Ownership (%)	13.57
Float (%)	86.44

OWNERSHIP ACTIVITY

DESCRIPTION	# OF HOLDERS	SHARES
Total Positions	18	3,290,379
New Positions	1	0
Soldout Positions	15	0
Net Position Change	-7	-1,776,841
Buyers	10	117,013
Sellers	17	-1,893,854

*Category Headings:

Shs Held - shares held at report date

Shs Chg - position change within reporting period

%Chg - % change

$Chg - market value of the position change

%Out - % of shares outstanding

%Port - % Portfolio

Rpt Date - report date

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Quotes are real-time for NASDAQ, NYSE and AMEX. See delay times for other exchanges.

Fundamental company data and historical chart data provided by Thomson Reuters (click for restrictions). Real-time quotes provided by BATS Exchange. Real-time index quotes and delayed quotes supplied by Interactive Data Real-Time Services. Fund summary, fund performance and dividend data provided by Morningstar Inc. Analyst recommendations provided by Zacks Investment Research. StockScouter data provided by Gradient Analytics. IPO data provided by Hoover's Inc. Index membership data provided by SIX Telekurs.

Japanese stock price data provided by Nomura Research Institute Ltd.; quotes delayed 20 minutes. Canadian fund data provided by CANNEX Financial Exchanges Ltd.



Senior Management

Tom J. Fatjo, Jr.

Mr. Fatjo, Jr. has served as our chairman of the Board of Directors and chief executive officer since our formation in September 2000. Since August 1998, Mr. Fatjo, Jr. has also served as the chairman of the board and chief executive officer of our former parent, Waste Corporation of America, LLC, or Waste Corporation of America, which was spun off as part of an internal corporate reorganization prior to our initial public offering in June 2004. From 1992 to August 1998, Mr. Fatjo, Jr. served as the chairman and chief executive officer, and from 1994 to 1996 as the president, of TransAmerican Waste Industries, Inc., or TransAmerican, a publicly-held waste management company that merged into USA Waste Services, Inc. in 1998. In 1990 and 1991, Mr. Fatjo, Jr. was the co-founder and the chairman of the board of directors and chief executive officer of Republic Waste Industries, Inc., or Republic Waste, another publicly-held waste management company. Mr. Fatjo, Jr. also founded Browning-Ferris Industries, Inc., or BFI, formerly one of the nation's largest solid waste management companies and now a part of Allied Waste Industries, Inc., or Allied Waste, another publicly-held waste management company. From 1966 to 1976, Mr. Fatjo, Jr. served as the co-chief executive officer responsible for BFI's mergers and acquisitions and corporate development activities. Mr. Fatjo, Jr. remained on BFI's board until 1980. Mr. Fatjo, Jr. received a Bachelor of Arts degree from Rice University. Mr. Fatjo, Jr. has over 40 years of experience in the solid waste management industry. Mr. Fatjo, Jr. is the father of Tom J. Fatjo, III, our senior vice president — finance and secretary.

Jerome M. Kruszka.

Mr. Kruszka has served as a director and our president and chief operating officer since our formation in September 2000. Since August 1998, Mr. Kruszka has also served as a director and as the president and chief operating officer of our former parent, Waste Corporation of America, which was spun off as part of an internal reorganization prior to our initial public offering in June 2004. From 1996 to August 1998, Mr. Kruszka served as the president and chief operating officer, and from 1997 to 1998 as a director, of TransAmerican. In 1971, Mr. Kruszka began his career with Waste Management, Inc., the largest publicly-held waste management company in the United States. From 1971 to 1996, Mr. Kruszka held several positions with Waste Management, Inc. and its affiliates, including general manager, district manager and regional manager for northern California, where over 20 divisions involved in collection, transfer, recycling and landfill operations reported to him, and including vice president of operations, western region manager and member of the executive committee of Chemical Waste Management, Inc. (an affiliate of Waste Management). Mr. Kruszka has over 35 years of experience in the solid waste management industry.

Charles A. Casalinova.

Mr. Casalinova has served as our senior vice president and chief financial officer since our formation in September 2000. Since July 1999, Mr. Casalinova has also served as the senior vice president and chief financial officer of our former parent, Waste Corporation of America, which was spun off as part of an internal reorganization prior to our initial public offering in June 2004. From 1981 to July 1999, Mr. Casalinova held several positions at Waste Management, Inc., including division controller, regional chief information officer, acquisition controller, regional vice president/controller for Louisiana, Mississippi, Arkansas, Oklahoma and north Texas, and regional vice president/controller for Illinois and Indiana. Mr. Casalinova received a Bachelor of Business Administration degree in Accounting from the University of Akron and became a Certified Public Accountant in 1989. Mr. Casalinova has over 25 years of experience in the solid waste management industry.

Tom J. Fatjo, III.

Mr. Fatjo, III has served as our senior vice president — finance and secretary since

February 2004. Prior to that, Mr. Fatjo, III served as our senior vice president and treasurer since our formation in September 2000. Since September 2000, Mr. Fatjo, III has also served as the senior vice president and treasurer of our former parent, Waste Corporation of America, which was spun off as part of an internal reorganization prior to our initial public offering in June 2004. From August 1998 to September 2000, Mr. Fatjo, III served as vice president, treasurer and director of Waste Corporation of America, Inc. From 1992 to August 1998, Mr. Fatjo, III served as vice president-treasurer of TransAmerican. Mr. Fatjo, III began his career in the solid waste industry with Republic Waste, where he was in charge of investors relations from 1990 through 1991. Mr. Fatjo, III received a Bachelor of Business Administration degree in Finance from the University of Texas at Austin. Mr. Fatjo, III has over 15 years of experience in the solid waste management industry.

Best viewed in IE 5.x or higher
or Netscape 6x or higher
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Advanced Web Site Publishing



Bob Shires
Josh Robinson
352-377-0800

Florida Locations

Collection

Fruitville Hauling
8001 Fruitville Road
Sarasota, Florida 34240
941-377-5370
Rolloff Services

Gainesville Hauling
5002 SW 41st Blvd.
Gainesville, Florida 32608
352-377-0800
Commercial Services
Residential Services
Rolloff Services
Recycling Services

Orange City Hauling
1378A Volusia Ave
Orange City, Florida 32763
800-535-9533
Commercial Services
Residential Services
Rolloff Services
Recycling Services

Transfer Station

Fruitville Transfer
8001 Fruitville Road
Sarasota, Florida 34240
941-377-5370

63rd Avenue Transfer
1805 63rd Avenue
Bradenton, Florida 34203
941-758-4580

Knights Trail Transfer
4000 Knights Trail Road
Nokomis, Florida 34275
941-486-1352

Landfill

Desoto Landfill
14662 NE Hwy 70
Arcadia, Florida 34266
863-494-0123
C&D

Ft. Meade Landfill
3400 US Hwy 17
Ft. Meade, Florida 33841
863-285-8393
C&D

Best viewed in IE 5.x or higher
or Netscape 6x or higher
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Advanced Web Site Publishing

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Alachua County
[print name of public entity]

by Bob Shires
[print individual's name and title]

for WCA Waste Corporation
[print name of entity submitting sworn statement]

whose business address is 5002 SW 41st Blvd Gainesville, Fl 32608

and (if applicable) its Federal Employer Identification Number (FEIN) is 20-3753650 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes,** means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes,** means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), **Florida Statutes,** means:

1. A predecessor or successor of a person convicted of a public entity crime; or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[indicate which statement applies.]**

✓ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[attach a copy of the final order]**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[signature]

Sworn to and subscribed before me this 31 day of August, 2011.

Personally known ✓ Bob SHIRES

OR Produced identification _____ Notary Public - State of Florida

Personally Known My commission expires 1/17/15
(Type of Identification)

(Printed typed or stamped Commissioned name of Notary Public)

DEBRA S. HALL
Commission # EE 026797
Expires January 17, 2015
Bonded Thru Troy Fain Insurance 800-385-7019

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Detail by Entity Name

Foreign Profit Corporation

WCA OF CENTRAL FLORIDA, INC.

Filing Information

Document Number	F05000005986
FEI/EIN Number	203753650
Date Filed	10/14/2005
State	DE
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	11/18/2010
Event Effective Date	NONE

Principal Address

ONE RIVERWAY, SUITE 1400
HOUSTON TX 77056

Mailing Address

ONE RIVERWAY, SUITE 1400
HOUSTON TX 77056

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE FL 32301 US

Name Changed: 08/17/2010

Address Changed: 08/17/2010

Officer/Director Detail

Name & Address

Title COBD

FATJO, TOM J JR.
ONE RIVERWAY, SUITE 1400
HOUSTON TX 77056

Title PD

KRUSZKA, JEROME M
ONE RIVERWAY, SUITE 1400
HOUSTON TX 77056

Title VS

ROY, MICHAEL A

ONE RIVERWAY, SUITE 1400
HOUSTON TX 77056

Title V

CASALINOVA, CHARLES
ONE RIVERWAY, SUITE 1400
HOUSTON TX 77056

Title V

STEED, STEVE
ONE RIVERWAY, SUITE 1400
HOUSTON TX 77056

Title V

EWELL, DAVID C
ONE RIVERWAY, SUITE 1400
HOUSTON TX 77056

Annual Reports

Report Year	Filed Date
2009	04/24/2009
2010	11/18/2010
2011	07/21/2011

Document Images

07/21/2011 -- ANNUAL REPORT	View image in PDF format
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05/04/2007 -- ANNUAL REPORT	View image in PDF format
10/05/2006 -- REINSTATEMENT	View image in PDF format
10/14/2005 -- Foreign Profit	View image in PDF format

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State of Florida, Department of State

Master Truck List
Gainesville/ Orange City

Truck#	DESCRIPTION	YEAR	Age	Cak	Location	VIN NUMBER	TAG	Expires	Regist $$	GVW	State	Title ##	Title Date	Registered Name
305	FRT	2002	9		Daytona	1FVABTAK22HJ87783					FLORIDA	86520826	1/7/2011	EMERALD WASTE SERVICES LLC
327	MACK	2001	10		Daytona	1M2K185C01M008631					FLORIDA	84702876	1/7/2011	EWS CENTRAL FLORIDA HAULING LLC
329	MACK	2001	10		Daytona	1M2K185C91M008627					FLORIDA	84702867	1/7/2011	EWS CENTRAL FLORIDA HAULING LLC
330	MACK	2001	10		Daytona	1M2K185C61M008648					FLORIDA	84702868	1/7/2011	EWS CENTRAL FLORIDA HAULING LLC
340	MACK	2005	6		Daytona	1M2AC07C95M010257					FLORIDA	92190317	1/7/2011	EWS CENTRAL FLORIDA HAULING LLC
341	MACK	2005	6		Daytona	1M2AC07C55M010255					FLORIDA	92291858	1/7/2011	EWS CENTRAL FLORIDA HAULING LLC
342	MACK	2004	7		Daytona	1M2AC07C54M009623					FLORIDA	92314016	1/7/2011	EWS CENTRAL FLORIDA HAULING LLC
345	FRT	2006	5		Daytona	1FVACYCS96HV75963					FLORIDA	93713075	1/7/2011	EWS CENTRAL FLORIDA HAULING LLC
346	FRT	2005	6		Daytona	1FVACXCS05HU32439					FLORIDA	92402043	1/7/2011	EWS CENTRAL FLORIDA HAULING LLC
349	GMC	2002	9		Daytona	1GDM7H1C62J515081					FLORIDA	85839152	1/7/2011	EMERALD WASTE SERVICES LLC
356	FRT	2003	8		Daytona	1FVHBGA833HK72739					FLORIDA	86763582	1/7/2011	EWS CENTRAL FLORIDA HAULING LLC
358	FRT	2003	8		Daytona	1FVHBGA863HK72749					FLORIDA	86652669	1/7/2011	EWS CENTRAL FLORIDA HAULING LLC
518	FRT	2003	8		Daytona	1FVHBXCS93HL94501					FLORIDA	89481121	1/7/2011	EWS CENTRAL FLORIDA HAULING LLC
524	MACK	2005	6		Daytona	1M2AC07C25M010066					FLORIDA	92453274	1/7/2011	EWS CENTRAL FLORIDA HAULING LLC
525	MACK	2005	6		Daytona	1M2AC07C45M010067					FLORIDA	92453181	1/7/2011	EWS CENTRAL FLORIDA HAULING LLC
526	MACK	2005	6		Daytona	1M2AC07C65M010068					FLORIDA	92401781	1/7/2011	EWS CENTRAL FLORIDA HAULING LLC
202	MACK	1998	13		Gainesville	1M2K195C2WM010944	N7206P	12/31/2011	1115.15	69999	FLORIDA	73629117	1/7/2011	EWS CENTRAL FLORIDA HAULING LLC
206	MACK	2001	10		Gainesville	1M2K195C41M017807	N7207P	12/31/2011	1115.15	69999	FLORIDA	82216098	1/7/2011	EWS CENTRAL FLORIDA HAULING LLC
207	MACK	2002	9		Gainesville	1M2K195C02M020091	N7208P	12/31/2011	1115.15	69999	FLORIDA	84173789	1/7/2011	EWS CENTRAL FLORIDA HAULING LLC
209	MACK	2002	9		Gainesville	1M2K195C52M020832	N7209P	12/31/2011	1115.15	69999	FLORIDA	85712131	1/7/2011	EWS CENTRAL FLORIDA HAULING LLC
210	MACK	2003	8		Gainesville	1M2K195CX3M022464	N7212P	12/31/2011	1115.15	69999	FLORIDA			EWS CENTRAL FLORIDA HAULING LLC
212	MACK	2007	4		Gainesville	1M2K195C37M034347	N7214P	12/31/2011	1115.15	69999	FLORIDA	96026764	1/7/2011	EWS CENTRAL FLORIDA HAULING LLC
213	MACK	2007	4		Gainesville	1M2K195C27M034694	N7216P	12/31/2011	1115.15	69999	FLORIDA	96160003	1/7/2011	EWS CENTRAL FLORIDA HAULING LLC
215	MACK	2007	4		Gainesville	1M2K195C77M034691	N7218L	12/31/2011	1115.15	69999	FLORIDA	95818651	1/7/2011	EWS CENTRAL FLORIDA HAULING LLC
217	PTRB	2006	5		Gainesville	1NPZL00X16D716377	N0679R	12/31/2011	1115.15	69999	FLORIDA	97370004	1/7/2011	EWS CENTRAL FLORIDA HAULING LLC
220	MACK	2012	0		Gainesville	1M2AV04C0CM008814								
222	MACK	2010	1		Gainesville	1M2AV04C8CM008818								
301	INTL	1999	12		Gainesville	1HTSDAAN6XH658790	N7221L	12/31/2011	808.15	54999	FLORIDA	79121709	1/7/2011	EWS CENTRAL FLORIDA HAULING LLC
322	FRT	2003	8		Gainesville	1FVHBGA843HK72751	N4231Q	12/31/2011	808.15	54999	FLORIDA			
337	FRT	2003	8		Gainesville	1FVHBGA833HL77779	N6514N	12/31/2011	1115.15	64000	FLORIDA	88076469	1/7/2011	EWS CENTRAL FLORIDA HAULING LLC
355	FRT	2003	8		Gainesville	1FVHBGA8X3HK55954	N7030P	12/31/2011	43.15	54999	FLORIDA	86382738	1/7/2011	EWS CENTRAL FLORIDA HAULING LLC
359	FRT	2003	8		Gainesville	1FVHBGA823HK72750	N6520N	12/31/2011	1115.15	64000	FLORIDA	86618980	1/7/2011	EWS CENTRAL FLORIDA HAULING LLC
361	MACK	2004	7		Gainesville	1M2AC07C54M008665	N6521N	12/31/2011	1115.15	64000	FLORIDA			
364	FRT	2003	8		Gainesville	1FVHBGA823HK72747	N6528N	12/31/2011	1115.15	64000	FLORIDA	86581035	1/7/2011	EWS CENTRAL FLORIDA HAULING LLC
365	FORD	1998	13		Gainesville	1FDYF80E2WVA13691	N4233Q	12/31/2011	808.15	54000	FLORIDA			
366	MACK	2004	7		Gainesville	1M2AC07C34MOO9474	N4232Q	12/31/2011	808.15	54000	FLORIDA			
367	MACK	2009	2		Gainesville	1M2AU02CX9M003702	N0673R	12/31/2011	1115.15	64000	FLORIDA	103501761	12/11/2009	VOGEN FUNDING LP
368	MACK	2010	1		Gainesville	1M2AX12C2AM011245	N0672R	12/31/2011	1115.15	64000	FLORIDA	103501738	12/11/2009	VOGEN FUNDING LP
369	MACK	2010	1		Gainesville	1M2AX12C4AM011246	N0671R	12/31/2011	1115.15	64000	FLORIDA	103501716	12/11/2009	VOGEN FUNDING LP
370	STEM	2009	2		Gainesville	2FZAASDJ19AAG4339	N0670R	12/31/2011	808.15	54000	FLORIDA	106501678	12/11/2009	VOGEN FUNDING LP
371	MACK	2010	1		Gainesville	1M2AU02C6AM004592	N0687R	12/31/2011	1115.15	66000	FLORIDA	103609749	1/4/2010	VOGEN FUNDING LP
372	MACK	2010	1		Gainesville	1M2AU02C8AM004593	N0688R	12/31/2011	1115.15	66000	FLORIDA	103609769	1/4/2010	VOGEN FUNDING LP
373	MACK	2010	1		Gainesville	1M2AU02CXAM004594	N0689R	12/31/2011	1115.15	66000	FLORIDA	103609794	1/4/2010	VOGEN FUNDING LP
374	MACK	2010	1		Gainesville	1M2AU02C1AM004595	N0690R	12/31/2011	1115.15	66000	FLORIDA	103609815	1/4/2010	VOGEN FUNDING LP
375	MACK	2010	1		Gainesville	1M2AU02C3AM004596	N0691R	12/31/2011	1115.15	66000	FLORIDA	103609834	1/4/2010	VOGEN FUNDING LP
376	MACK	2010	1		Gainesville	1M2AU02C5AM004597	N0692R	12/31/2011	1115.15	66000	FLORIDA	103609853	1/4/2010	VOGEN FUNDING LP
377	MACK	2010	1		Gainesville	1M2AO02C7AM004598	N0693R	12/31/2011	1115.15	66000	FLORIDA	103609873	1/4/2010	VOGEN FUNDING LP
378	INTL	2010	1		Gainesville	1HTMMAAN6AH271530	N6202R	12/31/2011	359.15	33000	FLORIDA	103829023	2/12/2010	VOGEN FUNDING LP
379	INTL	2010	1		Gainesville	1HTZZAAN6AJ271673	N6201R	12/31/2011	359.15	33000	FLORIDA	103828989	2/12/2010	VOGEN FUNDING LP
380	MACK	2010	1		Gainesville	1M2AU02C2AM004931	N6047Q	12/31/2011	1143.15	66000	FLORIDA	105411841	12/7/2010	EMERALD WASTE SERVICES
381	FRT	2011	0		Gainesville	1FVACXDT4BDBA0934	N8913M	12/31/2011	360.65	33000	FLORIDA	105797164	2/8/2011	EMERALD WASTE SERVICES LLC

M. ruck List
Galensville/ Orange City

402	MACK	1999	12	Gainesville	1M2P264C1XM027884	N6523N	12/31/2011	808.15	54000	FLORIDA	76837407	1/7/2011	EWS CENTRAL FLORIDA HAULING LLC	
403	MACK	1999	12	Gainesville	1M2B209C1XM025035	N6524N	12/31/2011	1115.15	62000	FLORIDA	79643636	1/7/2011	EWS CENTRAL FLORIDA HAULING LLC	
405	MACK	2000	11	Gainesville	1M2P267C0YM049260	N6525N	12/31/2011	1115.15	64000	FLORIDA	81743094	1/7/2011	EWS CENTRAL FLORIDA HAULING LLC	
407	MACK	2001	10	Gainesville	1M2P267C01M059325	N6526N	12/31/2011	1115.15	64000	FLORIDA				
425	MACK	2006	5	Gainesville	1M2AG11CX6M044454	N8000F	12/31/2011	808.15	54000	FLORIDA	95831960	1/7/2011	EMERALD WASTE SERVICES LLC	
508	FRT	2002	9	Gainesville	1FVHBXBS42HJ75915	N5716N	12/31/2011	808.15	54999	FLORIDA	85448882	1/7/2011	EWS CENTRAL FLORIDA HAULING LLC	
513	FRT	2003	8	Gainesville	1FVHBXBS73HK62015	N5720N	12/31/2011	808.15	54999	FLORIDA				
517	FRT	2003	8	Gainesville	1FVHBXBS93HK47080	N5721N	12/31/2011	808.15	54999	FLORIDA	85695492	1/7/2011	EWS CENTRAL FLORIDA HAULING LLC	
519	FRT	2003	8	Gainesville	1FVHBXCS63HL94505	N7197P	12/31/2011	808.15	54999	FLORIDA				
520	MACK	2005	6	Gainesville	1M2AC07C15M010429	N7198P	12/31/2011	808.15	54999	FLORIDA				
527	MACK	2006	5	Gainesville	1M2AC07C96M011491	N7199P	12/31/2011	808.15	54000	FLORIDA	97021074	1/7/2011	EWS CENTRAL FLORIDA HAULING LLC	
528	MACK	2007	4	Gainesville	1M2AC07C47M013117	N7202P	12/31/2011	808.15	54999	FLORIDA	99087140	1/7/2011	EWS CENTRAL FLORIDA HAULING LLC	
529	FRT	2004	7	Gainesville	1FVHBXCSX4DM77945	N0439Q	12/31/2011	808.15	54999	FLORIDA	89561330	1/7/2011	EWS CENTRAL FLORIDA HAULING LLC	
531	INTL	2009	2	Gainesville	1HTZZAAN19J174036	N0674R	12/31/2011	808.15	54000	FLORIDA	103501841	12/11/2009	VOGEN FUNDING LP	
532	INTL	2009	2	Gainesville	1HTZZAAN59J174038	N0678R	12/31/2011	808.15	54000	FLORIDA	103501931	12/11/2009	VOGEN FUNDING LP	
533	INTL	2009	2	Gainesville	1HTZZAAN79J174039	N0677R	12/31/2011	808.15	54000	FLORIDA	103501911	12/11/2009	VOGEN FUNDING LP	
534	INTL	2009	2	Gainesville	1HTZZAAN39J174040	N0676R	12/31/2011	808.15	54000	FLORIDA	103501882	12/11/2009	VOGEN FUNDING LP	
535	INTL	2009	2	Gainesville	1HTZZAAN59J174041	N0675R	12/31/2011	808.15	54000	FLORIDA	103501860	12/11/2009	VOGEN FUNDING LP	
536	INTL	2009	2	Gainesville	1HTZZAAN89J174048	N8902M	12/31/2011	387.65	33000	FLORIDA	105596097	1/25/2011	EMERALD WASTE SERVICES	
537	INTL	2009	2	Gainesville	1HTZZAANX9J174049	N8900M	12/31/2011	387.65	33000	FLORIDA	105600293	1/25/2011	EMERALD WASTE SERVICES	
538	INTL	2009	2	Gainesville	1HTZZAAN69J174050	N8901M	12/31/2011	387.65	33000	FLORIDA	105595965	1/25/2011	EMERALD WASTE SERVICES	
604	FORD P/U	2001	10	Gainesville	1FTZF172X1NA92838	K139IF	6/30/2011	70.65		FLORIDA	83051747	1/7/2011	EWS CENTRAL FLORIDA HAULING LLC	BEING SEN
605	FORD P/U	2002	9	Gainesville	1FTRF172X2NB31557	K140IF	6/30/2011	70.65		FLORIDA	85586444	1/7/2011	EWS CENTRAL FLORIDA HAULING LLC	BEING SEN
608	FORD P/U	2003	8	Gainesville	1FTRF17203NA75954	K141IF	6/30/2012	71.15		FLORIDA				
609	FORD P/U	2003	8	Gainesville	1FTRF17253NA99537	K142IF	6/30/2011	70.65		FLORIDA	88071917	1/7/2011	EWS CENTRAL FLORIDA HAULING LLC	
610	FORD P/U	2003	8	Gainesville	1FTRF17293NA77931	K143IF	6/30/2011	70.65		FLORIDA	88200494	1/7/2011	EWS CENTRAL FLORIDA HAULING LLC	
612	FRT	2002	9	Gainesville	1FVABPBV02HK18299	K107IF	12/31/2011	286.15	25999	FLORIDA	84512650	1/7/2011	EWS CENTRAL FLORIDA HAULING LLC	
613	FORD P/U	1993	18	Gainesville	2FDLF47M4PCB09393	K105IF	12/31/2011	112.9	7999	FLORIDA	65752976	1/7/2011	EWS CENTRAL FLORIDA HAULING LLC	SERVICE TR
615	FORD P/U	2000	11	Gainesville	1FDWF36FXYEC68005	K138IF	12/31/2011	85.9	5999	FLORIDA	81724425	1/7/2011	EWS CENTRAL FLORIDA HAULING LLC	SERVICE TR
616	FORD P/U	2000	11	Gainesville	3FDWF36F1YMA18985	K137IF	12/31/2011	128.15	9999	FLORIDA	81762685	1/7/2011	EWS CENTRAL FLORIDA HAULING LLC	SERVICE TR
619	CHEV	2000	11	Gainesville	1GBJC34R2YF460151	686WRD	6/30/2012	71.15		FLORIDA				CART DELIV
620	ISUZU	2007	4	Gainesville	JALB4W16677400857	512MFP	12/31/2011	286.15	24000	FLORIDA	103501802	12/11/2009	VOGEN FUNDING LP	CART DELIV
621	ISUZU	2007	4	Gainesville	JALB4W16X77401185	511MFP	12/31/2011	286.15	24000	FLORIDA	103501786	12/11/2009	VOGEN FUNDING LP	CART DELIV
623	FORD P/U	2011	0	Gainesville	1FTEX1CM7BKD83965									DUFFY
624	FORD P/U	2011	0	Gainesville	1FTEX1CM5BKD83964									DWAYNE
625	FORD P/U	2011	0	Gainesville	1FTEX1CM3BKD83963									JEFF
626	FORD P/U	2011	0	Gainesville	1FTEX1CM1BKD83962									JOSH
627	FORD P/U	2011	0	Gainesville	1FTEX1CMXBKD83961									CLANCY
1106	MACK	2003	8	Gainesville	1M2AC07CX3M008367	N7210P	12/31/2011	1115.15	66000	FLORIDA	88502022	1/7/2011	EWS CENTRAL FLORIDA HAULING LLC	
1107	MACK	2005	6	Gainesville	1M2AAC07C05M010356	N7217L	12/31/2011	1115.15	69999	FLORIDA				
1108	MACK	2005	6	Gainesville	1M2AC07C05M010230	N7216L	12/31/2011	1115.15	69999	FLORIDA	92314482	1/7/2011	EWS CENTRAL FLORIDA HAULING LLC	
1109	MACK	2005	6	Gainesville	1M2AC07C65M010233	N7215P	12/31/2011	1115.15	69999	FLORIDA	92259534	1/7/2011	EWS CENTRAL FLORIDA HAULING LLC	
1110	AUTOCAR	2007	4	Gainesville	5VCDC6MF67H205055	N7201P	12/31/2011	1115.15	69999	FLORIDA	98981051	1/7/2011	EWS CENTRAL FLORIDA HAULING LLC	
1111	AUTOCAR	2007	4	Gainesville	5VCDC6MF87H205056	N7200P	12/31/2011	808.15	54999	FLORIDA	98981183	1/7/2011	EWS CENTRAL FLORIDA HAULING LLC	
1113	MACK	2010	1	Gainesville	1M2AU02C0AM004586	N0681R	12/31/2011	1115.15	66000	FLORIDA	103605099	12/31/2009	VOGEN FUNDING LP	

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/17/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
USI Southwest
840 Gessner, Suite 600
Houston TX 77024

CONTACT NAME:
PHONE (A/C, No, Ext): 713-490-4600 FAX (A/C, No): 484-652-5216
E-MAIL ADDRESS: tina.ables@usi.biz
PRODUCER CUSTOMER ID #:

INSURED
WCA Waste Corporation
** See Below for Complete List
1 Riverway, Suite 1400
Houston TX 77056

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Chartis Specialty Insurance Company	26883
INSURER B: Insurance Co of the State of PA	19429
INSURER C: New Hampshire Insurance Company	23841
INSURER D: Hanover Insurance Company	22292
INSURER E: Commerce & Industry Insurance Co.	19410
INSURER F: Insurance Company of State of PA	19429

COVERAGES **CERTIFICATE NUMBER:** 90891264 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	Y	Y	EG13575440	12/1/2010	12/1/2011	EACH OCCURRENCE	$1,000,000
C	X COMMERCIAL GENERAL LIABILITY			GL3414167	12/1/2010	12/1/2011	DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$25,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	POLICY X PRO-JECT LOC							$
F	AUTOMOBILE LIABILITY	Y	Y	CA4576479	12/1/2010	12/1/2011	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
B	X ANY AUTO			CA0934716MA	12/1/2010	12/1/2011	BODILY INJURY (Per person)	$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	X HIRED AUTOS							$
	X NON-OWNED AUTOS							$
E	X UMBRELLA LIAB X OCCUR			BE19210726	12/1/2010	12/1/2011	EACH OCCURRENCE	$25,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DEDUCTIBLE							$
	RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		Y	WC000834327	12/1/2010	12/1/2011	X WC STATU-TORY LIMITS OTH-ER	
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A	N/A		WC4884143	12/1/2010	12/1/2011	E.L. EACH ACCIDENT	$1,000,000
C	(Mandatory in NH)			WC0D9909051	12/1/2010	12/1/2011	E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000
D	Equipment Leased/Rented		Y	RHD453857406	12/1/2010	12/1/2011	$500,000 $50,000	Owned Item Leased/Rented

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder is provided with additional insured status and primary/non-contributory coverage when required by written contract on General Liability and Automobile Liability policies. Certificate Holder is provided with a Waiver of Subrogation on General Liability, Automobile Liability and Workers
See Attached...

CERTIFICATE HOLDER

Alachua County
P.O. BOX 939
Gainsville FL 32602

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
USI Southwest	WCA Waste Corporation ** See Below for Complete List 1 Riverway, Suite 1400 Houston TX 77056
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Compensation policies when required by written contract. A 30 Day Notice of Cancellation applies in favor of the certificate holder where required by written contract. 10 Notice of Cancellation for Non-Payment of Premium.

Pollution Liability Coverage is provided within policy number EG13575440 written through Chartis Specialty Insurance Company. $10,000,000 Each Loss Limit, $10,000,000 Annual Aggregate.

Named Insured Includes:
WCA of Florida, LLC.
5002 SW 41st Blvd.
Gainesville, FL 32608

Group Code: EMERL

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DATE	9/9/2011	CHECK NUMBER	53001269

INVOICE NUMBER	INVOICE DATE	DESCRIPTION	GROSS AMOUNT	DISCOUNT	NET AMOUNT
Franchise 2011	8/31/2011	Vchr: VO037156	US250.00	US0.00	US250.00

PRINT BATCH	VENDOR CODE	PAY TO NAME	NET TOTAL
457	ALA001	Alachua County BOCC	US250.00

PL 580BL Another Quality F... From Allec (800) 333-5180

DOCUMENT HAS A COLORED BACKGROUND. SECURITY FEATURES LISTED ON BACK.

VOID VOID VOID

September 27, 2011 Regular BoCC Meeting
Agenda Item #87

Title
Solid Waste: Commercial Franchise Application between Alachua County and Waste Pro of Florida, Inc. (Amended)

Amount
Approximately $55,000.00 Revenue

Description
Solid Waste: Commercial Franchise Application between Alachua County and Waste Pro of Florida, Inc.

Recommendation
Approve the Commercial Franchise application agreement with Waste Pro of Florida, Inc..

Alternative(s)
Do not approve the Commercial Franchise application agreement.

Requested By
Ricahrd Hedrick, 352.374.5245 ext 1211

Originating Department
Public Works

Attachment(s) Description
Commercial Services Franchise Application agreement between Alachua County and Waste Pro of Florida, Inc.

Documents Requiring Action
Commercial Services Franchise Application agreement between Alachua County and Waste Pro of Florida, Inc.

Executive Summary
The Alachua County Code of Ordinances requires a franchise application agreement be approved by the County to engage in the business of providing commercial collection services. Due to the expected revenues being more than $50,000 from the Commercial Franchise between Alachua County and Waste Pro of Florida, Inc. this application is required to be approved by the Board.

Background
In accordance with Chapter 75.601 of the Alachua County Code of Ordinances, "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." Due to the expected revenues being more than $50,000 from the Commercial Franchise between Alachua County and Waste Pro of Florida, Inc. this application is required to be approved by the Board.

Issues
Current Franchise Agreement expires September 30, 2011.

Fiscal Recommendation
Approve agreement and receive approximately $55,000.00 revenue in franchise fees.

Fiscal Alternative(s)
Do not approve agreement or receive approximatley $55,000.00 revenue in franchise fees.

Funding Sources
Solid Waste Fund - Revenue

Account Code(s)
400-7640-323.70-02

Attachment: Commercial Frqnchise app Waste Pro 11 12.pdf

AGREEMENT BETWEEN ALACHUA COUNTY AND WASTE PRO OF FLORIDA, INC. FOR COMMERCIAL SOLID WASTE FRANCHISE AGREEMENT

This Commercial Solid Waste Franchise Agreement ("Agreement") is made and entered into this 30 day of August, 2011, by and between Alachua County, a charter County and political subdivision of the State of Florida (hereinafter "County"), and Waste Pro of Florida, Inc. ("Franchisee").

WHEREAS, the County requires all persons or entities engaged in the business of providing commercial solid waste services to obtain a franchise issued by the County;

WHEREAS, the County issued non-exclusive franchise shall be by application and may be by contract, which may include agreement on the disposal site for solid waste collected by any franchisee;

WHEREAS, the County owns and operates a transfer station ("Transfer Station"), which the County uses to transfer and transport municipal solid waste from Alachua County to a landfill that is owned and operated by the New River Solid Waste Association ("Landfill");

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and the other good and valuable consideration provided to the parties by this Agreement, the receipt and sufficiency of which are hereby acknowledged, the County and Franchisee agree to be bound by and to comply with the following terms and conditions of this Agreement:

1. Recitals. The above recitals are true and correct, comprise a material part of this Agreement and are incorporated herein.

2. Definitions. Whenever words and expressions are used in this Agreement, they shall be defined, interpreted and construed as provided in Article 12 of Chapter 75, Alachua County Code of Ordinances and as follows:

a. *"Acceptable Waste"* means solid waste that may be disposed of lawfully in a Class I landfill, provided that the solid waste was not collected pursuant to Franchisee's contracts, if any, for the collection of residential waste, recyclable materials and yard trash.

b. *"Applicable Law"* means any County ordinance or code provision, state or federal statute, law, constitution, charter, ordinance, judgment, order, decree, permit, rule, regulation, directive, policy, standard or similar binding authority, or a judicial or administrative interpretation of any of the same, which are in effect or are enacted, adopted, promulgated, issued or enforced by a governmental body during the term of this Agreement, and relate in any manner to the performance of the County or Franchisee under this Agreement.

c. *"Effective Date"* means the date when this Agreement is signed by the County.

3. Application Requirements. Franchisee has submitted an application that meets all requirements set forth in Section 75.604, Florida Statutes:

4. Franchisee Obligations. During the term of this Agreement, Franchisee agrees to comply with all of the following:

a. Compliance with Law. Franchisee agrees to comply with all Applicable Law, including without limitation, applicable provisions of Article 12, Chapter 75, of the Code of Ordinances of Alachua County, as exist and as may be amended during the term of this Agreement.

b. Insurance. Franchisee shall maintain in full force and effect insurance as specified, and file with the County Manager, or designee, a certificate of insurance for all policies written in Franchisee's name, to remain on file with the County for the franchise term to include:

(1) comprehensive general liability policy in an amount set forth in Subsection 75.604(b)(3), Alachua County Code,

(2) automobile liability policy in an amount set forth in Subsection 75.604(b)(3), Alachua County Code, and

(3) workers compensation as required by Florida statute.

c. Pay franchise fees as required by Section 75.602, Alachua County Code.

6. Term and Termination. The Franchise granted by this Agreement is not effective until reviewed, approved and executed by the County. Upon execution by the County, this Agreement shall remain in effect and shall bind Franchisee and the County from the Effective Date until September 30, 2012, unless this Agreement is revoked earlier. The County may deny this application for Franchise or may suspend or revoke this Agreement at any time with just cause pursuant to Section 75.605, Alachua County Code.

Public Works Department
Commercial Services Franchise Application

Applicant Information:

Name WastePro of FL.

Address 13331 Southern Precast Ave.

City/State/Zip Code Alachua FL 32615

Phone Number (386) 462-2500

Service Type Requested:

- ☐ **To provide containers only;**
- ☒ **To provide commercial solid waste collection and disposal services as defined by County ordinance.**

To the applicant: The following information is provided to assist you in preparing your application for a non-exclusive franchise to provide containers for commercial solid waste services and/or to provide commercial solid waste collection and disposal services to properties located in Unincorporated Alachua County. Please provide the equ information as an attachment to the franchise application requirement checklist.

Franchise Application Requirements And Requirement Checklist

- ☑ 1. Name(s) and business address(es) of principal officers and stockholders and other persons having financial or controlling interest in any partnership or corporation;
- ☑ 2. Name(s) and business address(es) of local managing officers of any publicly owned corporation having more than 25 shareholders;
- ☑ 3. Criminal convictions, withheld adjudication and/or plea of nolo contendere for any felonies of any individual having controlling interest in applicant's firm, corporation, partnership, association or organization, and a statement of whether such applicant operates(ed) a solid waste collection business in this or any other state or territory under a franchise, permit or license, where, and whether such franchise, permit or license has ever been revoked or suspended, and the reasons therefore;
- ☑ 4. Proof that corporation is in good standing in the State, and if not a Florida Corporation, proof that applicant is qualified to do business in the State of Florida;
- ☐ 5. If applicant is other than a corporation, and is operating under a fictitious name, applicant shall be required to submit information that such fictitious name is registered and held by applicant;
- ☑ 6. List of type, number and complete description of all equipment to be used by applicant for providing safe and efficient services

Public Works Department
Commercial Services Franchise Application

- ❑ 7. Applicant shall maintain in full force and effect insurance as specified, and file with the County Manager a certificate of insurance for all policies written in applicant's name, to remain on file with the County for the franchise term to include:
  - ❑ Comprehensive general liability policy;
  - ❑ Policy in applicant's name covering operations in amount not less than $1,000,000 General Aggregate, $1,000,0000 Products / Completed Operations Aggregate, $1,000,000 Personal and Advertising Injury Liability, $1,000,000 each Occurrence, $50,000 Fire Damage Liability and $5,000 Medical Expense per occurrence
  - ❑ Automobile liability insurance, including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident.
  - ❑ Workers compensation as required by Florida statute;
- ❑ 8. Applicant shall pay the County a nonrefundable application fee as specified in Application Fee Schedule.
- ❑ 9. Applicant shall post with the County $2,500 in cash or the estimated amount of franchise fees for a three month period, whichever sum is greater, to guarantee performance under this franchise.

Definitions:

1. Applicant: a person applying to Alachua County for a franchise to provide commercial service within Unincorporated Alachua County for hire, remuneration or other consideration.
2. Franchisee: person or corporation to whom the County has issued a non exclusive franchise to provide containers for commercial solid waste services and/or to provide commercial solid waste collection and disposal services to properties in Unincorporated Alachua County.
3. Registrant: shall be a person who has applied with the County to collect, transport, convey or process recovered materials in unincorporated Alachua County and has subsequently received a registration certificate from the County. (Note: a franchisee may be a registrant).

Public Works Department
Commercial Services Franchise Application

Affidavit

The below named person, as applicant or legal representative for applicant, does hereby certify that all required information has been attached to this application and become a part thereof.

Applicant or applicant's legal representative agrees that applicant will comply with all provisions of the Alachua County Code of Ordinances, the laws, rules, ordinances and regulations of Alachua County, the State of Florida and of the United States.

Frank H. Kramer
Applicant name

Jeanie Dubinski
Name of applicant's legal representative

Legal Counsel
Title of applicant's legal representative

Frank Kramer
Signature of applicant

Signature of applicant's legal representative

Vanessa Kramer
Witnesses:

Carol Junsi
Witness signature

Tom
Witness signature

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 14 day of Sept, in the year 2011, by Frank Kramer, President and Secretary, respectively, of Waste Pro, a Florida corporation, on behalf of the corporation. They/he/she are/is personally known to me or has produced FLDL621875111O as identification.

Print Name: Lisa Sullivan
Notary Public, State of Florida

My Commission Expires: 8-29-2015

LISA SULLIVAN
Notary Public - State of Florida
My Comm. Expires Aug 29, 2015
Commission # EE 126254

Public Works Department
Commercial Services Franchise Application

Applicant agrees to comply with all applicable provisions of the Alachua County, Florida Code of Ordinances and permit applications as may be amended.

Waste Pro USA Inc.
Applicant name (Print or Type)

Frank Kramer
Applicant signature

August 30, 2011
Application submission date

Application received by — date

Application fee received by — check number — check date

Approved County Manager/designee signature — date 10/4/11

LEE PINKOSON, CHAIR

APPROVED AS TO FORM

ATTEST:
J. K. IRBY, CLERK

ALACHUA COUNTY ATTORNEY

FRANCHISEE

Waste Pro of Florida

By: Frank Kramer
(Name)

Witnesses as to Tenant:

Signature

Carol Tunsil
Printed Name

Witnesses as to Tenant:

Signature

D. Kramer
Printed Name

STATE OF FLORIDA
COUNTY OF Alachua

The foregoing document was acknowledged before me this 14 day of Sept., 20 11, by Frank Kramer as Regional Mgr. of Waste Pro, who is personally known to me or has produced K626875111 0 as identification.

Notary Public, State of Florida

Lisa Sullivan
Printed Name

Commission Number: EE 126254

Commission expires: 8-29-2015

LISA SULLIVAN
Notary Public - State of Florida
My Comm. Expires Aug 29, 2015
Commission # EE 126254

7. Agreement Governed by Florida Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Franchisee shall submit to service of process and the jurisdiction of the State of Florida for any controversy or claim arising out of or relating to the Agreement. Any action to interpret or enforce the Agreement shall be brought and maintained in the State of Florida. Venue shall be in Alachua County, Florida.

IN WITNESS WHEREOF, Franchisee and the County have duly authorized the execution of this Agreement by their respective officials.

COUNTY:

BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair

ATTEST:

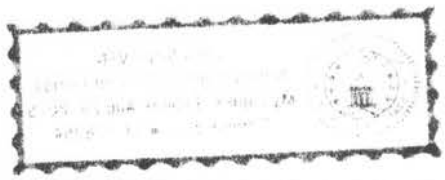
_____
J. K. Irby, Clerk

(SEAL)

APPROVED AS TO FORM

_____
Alachua County Attorney

(SIGNATURES CONTINUED ON NEXT PAGE)



SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Service to be Furnished	Fee
PUBLIC WORKS (352) 374-5245	**WASTE MANAGEMENT**	
	TRANSFER STATION	
	FOR VEHICLES CROSSING SOLID WASTE MANAGEMENT FACILITY SCALES:	
	NOTE: A *$23.66* per ton surcharge shall be added to the listed fees for materials from non-assessed municipalities.	
	White Goods/Scrap Metal:	
	Containing refrigerants whether freon has been removed or not (per unit)	$25.00
	Other metals and white goods not including refrigerants (per ton)	$52.13

SPECIAL CONDITIONS

Refuse resulting from cleanups of neighborhoods throughout the County may be disposed of at the transfer station on a non-fee basis provided that authorization from the Alachua County Public Works Department is obtained prior to any disposal activities.

In the event the scales are out of service, the previous average weights of the trucks will be used to calculate the fees. If average weights are not available, the fees will be calculated by cubic yards for all materials.

No burn barrels with material are allowed in the transfer station.

SPECIAL EVENT

Waste Alternatives will sell to the public items which promote the Embrace Zero Waste philosophy of waste reduction, recycling and resource conservation for less than market price. These items will include, but not be limited to, Earth Machine backyard composters and Systern, rain barrels. Units will be picked up by the public at various locations. Items will be available on a first-come, first-served basis for a limited time.



EXHIBIT A

SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Service to be Furnished	Fee
PUBLIC WORKS	**WASTE MANAGEMENT**	
	TRANSFER STATION	
(352) 374-5245	**FOR VEHICLES CROSSING SOLID WASTE MANAGEMENT FACILITY SCALES:**	
	NOTE: A *$23.66* per ton surcharge shall be added to the listed fees for materials from non-assessed municipalities.	
	Brush and Land Clearing Debris: $2.00 minimum charge	
	Fee per ton	$52.13
	Fee per cubic yard	$11.00
	Governmental Yard Waste	$30.00 / ton
	Commercial Collection Service Franchise:	
	Application - Container Provision only [rental of containers]	$100.00
	Application - Solid Waste collection and disposal services	$250.00
	Commercial Franchise Fee (due 30 days after end of month)	10% of gross revenues
	Garbage (Class I and Class III): $2.00 minimum charge	
	Fee per ton	$52.13
	Fee per compacted cubic yard	$20.00
	Fee per loose cubic yard	$11.00
	Commercial Contract Garbage	$52.13 / ton
	Illegal Dump Site Material:	
	Fee per ton	$52.13
	Fee per compacted cubic yard	$20.00
	Fee per loose cubic yard	$11.00
	Public Weighing:	$5.00
	Contaminated or Mixed Loads containing prohibited items	$100.00 / incident
	Recovered Materials Collector:	
	Application	$50.00
	Annual Renewal	$50.00
	Special Handling Waste:	
	Fee per ton	$200.00
	Fee per cubic yard	$52.00
	Minimum fee per item	$85.00
	Tires - Whole:	
	Fee per ton	$140.00
	Fee per cubic yard	$50.00
	Auto or light truck only in mixed loads or less than 3 without wheels	$3.00 / tire
	Truck (17" or more) only in mixed loads or less than 3 without wheels	$4.00 / tire
	Off road tires (loader and tractor): Fee per ton	$275.00 / ton

WASTE PRO USA, INC

Vehicle List

ITEM CLASS	LOC	DIV	LOC	LOB	2010	ASSET NO.		YEAR	MAKE	MODEL	VEHICLE CLASS	YD	Misc Info	VEHICLE / SERIAL NO.
					PHYS INV	OLD	NEW							
Trucks	FL	104	GAIN	PU	x	26		2005	FORD	F250	Pickup			1FNTF20595EA10080
Trucks	FL	104	GAIN	CD		65		2001	FORD	F650	Container Delivery			3FDNF65201MA21345
Trucks	FL	104	GAIN	UTL	x	70		2007	CHEVY	C2500	Utility			1GBHC24U77E178556
Trucks	FL	104	GAIN	RO	x	131		2003	MACK	CV 713	GALBREATH			1M2AG11C43M002437
Trucks	FL	104	GAIN	RO	x	152		2004	MACK	CV 713	GALBREATH			1M2AG11C44M012824
Trucks	FL	104	GAIN	RO	x	162		2000	STERLING	LT9513	GALBREATH			2FZXEWEB3YAG33272
Trucks	FL	104	GAIN	RO	x	181		2006	MACK	CV 713	GALBREATH			1M2AG11C16M036338
Trucks	FL	104	GAIN	RL	X	378		2004	MACK	MR688S	NEWWAY	25		1M2K189C04M025623
Trucks	FL	104	GAIN	RL	X	380		2004	MACK	MR688S	NEWWAY	25		1M2K189C44M025625
Trucks	FL	104	GAIN	RL	X	416		2004	FREIGHTLINER	M2	NEWWAY	20		1FVACXCS64HN14724
Trucks	FL	104	GAIN	RL	X	488		2007	MACK	MR688S	MCNEILUS	32		1M2K189C37M036409
Trucks	FL	104	GAINS	RL	x	697		2011	MACK	MRU613	NEWWAY	32		1M2AV02C4BM007070
Trucks	FL	104	GAIN	REC	x	**704**		2005	FREIGHTLINER	M2	Rogers Recycler	30		1FVACXCS75HN20582
Trucks	FL	104	GAIN	REC	X	383	734	2005	FREIGHTLINER	M2	GS Recycler	40		2FZACGSC35AN69005
Trucks	FL	104	GAIN	REC	NEW	842		2011	INTERNATIONAL	7400	G & S RECYCLER	38		1HTWCAAN9BJ331922
Trucks	FL	104	GAIN	FL	X	927		2002	MACK	MR688S	NEWWAY	40		1M2K195C82M020484
Trucks	FL	104	GAIN	FL	X	948		2004	MACK	MR688S	NEWWAY	40		1M2K189C24M024988
Trucks	FL	104	GAIN	FL	x	961		2006	MACK	MR688S	NEWWAY	40		1M2K189C56M031632
Trucks	FL	104	GAIN	FL		974		2007	MACK	MR688S	NEWWAY	40		1M2K189C57M036167
Trucks	FL	104	GAIN	FL	x	978		2007	MACK	MR688S	NEWWAY	40		1M2K189CX7M034494
Trailer	FL	104	TL		x	2516		2004	NuLife					NULIFE1125030300616
Trailer	FL	104	TL		x	2517		2005	Texas					TX05YMWGWPMZ05010

Officers of Waste Pro

John J. Jennings – CEO & President - Waste Pro of Florida, Inc.
2101 West S.R 434, Suite 301
Longwood, Florida 32779

Robert J. Hyres – Executive Vice President - Waste Pro of Florida, Inc.
2101 West S.R 434, Suite 301
Longwood, Florida 32779

Don Phillips CFO - Waste Pro of Florida, Inc.
2101 West S.R 434, Suite 301
Longwood, Florida 32779

State of Florida

Department of State

I certify from the records of this office that WASTE PRO USA, INC. is a corporation organized under the laws of the State of Florida, filed on October 31, 1986.

The document number of this corporation is J40686.

I further certify that said corporation has paid all fees due this office through December 31, 2011, that its most recent annual report was filed on January 27, 2011, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Twenty Eighth day of January, 2011

Secretary of State

Authentication ID: **700192682947-012811-J40686**

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.
https://efile.sunbiz.org/certauthver.html