

Alachua County, FL Joint Meeting

Meeting Agenda - Final Monday, September 23, 2019 3:00 PM City of Gainesville

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

The Board of County Commissioners Regular Meeting offers an opportunity for public comment at 12:00 PM, 5:30 PM, prior to the final vote for each item, and at the end of the morning and evening meeting.

All persons are advised that, if they decide to contest any decision made at any of these meetings, they will need a record of the proceedings and, for such purpose they may need to ensure that verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is to be based. (Section 286.0105 Florida Statutes)

Pursuant to Ordinance 2014-11, Lobbyists are required to register for each employer on whose behalf he/she lobbies before the Board of County Commissioners prior to lobbying for that employer. For more information, visit http://alachuacounty.us/Depts/Clerk/Pages/LobbyRegForm.aspx or call 352-374-3605.

If you have a disability and need an accommodation in order to participate in this meeting, please contact the Alachua County Equal Opportunity Office at (352)374-5275 at least 2 business days prior to the meeting. TTY users please call 711 (Florida Relay Service).

Free parking is available for citizens attending this meeting. Please go to the Alachua County Manager's Office, located on the 2nd floor of the County Administration Building, for more information.

Call To Order

Welcome

Introduction

Mayor Lauren Poe, City of Gainesville

Chair Charles S. Chestnut IV, Alachua County Commission

Adoption of the Agenda

19-0436 Adoption of the Agenda

Fiscal Consideration: N/A

Recommended Action: Approve the agenda.

Items For Discussion

19-0383 Interlocal Agreement between Alachua County and City of Gainesville

regarding Automatic Aid for Fire and EMS Services Update

Fiscal Consideration: The agreement is budgeted in account 011.54.5480.522.34.00. The

FY20 budget is \$600,000. The rate is increasing from \$821.39 to \$869.92. The estimated annual impact of this increase is \$31,000.00

per year. The budget should accommodate this increase.

Recommended Action: For both Boards to hear the discussion and for the City to take action

AAA Agreement FY20-25.pdf

Attachment 1- Incident types for Automatic Aid09042019.pdf

Attachment 2 - FY18 AAA Billing Actuals - UPDATED - Revised 081519.pdf

Attachment 3 - AAA Territory Map .pdf

Original AAA Agreement.pdf

Engagement Survey - AAA 09102019.docx

19-0403 New Funding and Policy Options to Address Homelessness in

Gainesville and Alachua County

Fiscal Consideration: Under the new funding approach, City/County support in FY 2021, for

operations at GRACE Marketplace would be \$1,250,000 from the City and \$250,000 from the County. Also, part of the new funding approach is County funding up to \$1,000,000 towards Rapid Rehousing and Permanent Supportive Housing, subject to annual

appropriation.

The proposed Budget agreed upon in May included funding in the amount of \$509,000 for the closure of Dignity Village and \$1,500,000 per year for the operation of the Low Barrier Emergency Shelter

Program at GRACE Marketplace.

Recommended Action: That the Commissions discuss and provide staff direction with respect to funding and services as follows:

- 1. Continued funding for Grace for FY20 (contingent on an agreement for #2 below)
- 2. City and County Homeless services funding for FY 21 and beyond
- 3. Plan and funding request for the closure of Dignity Village

Scan of Mayor's letter to County Sept 5 2019.pdf

Letter from Chair Chestnut - County's Role in Ending Homelessness.pdf

Funding Concept Agenda Item Joint Meeting 9 2019 ck.pdf
New Funding Approach to Address Homelessness 9 2019 ck.pdf

19-0431 8th and Waldo Corridor Update

Fiscal Consideration: Contributions to the City of Gainesville CRAs for FY19 were

approximately \$4.2 Million

Recommended Action: Policy Discussion

Interlocal Agreement between Gainesville CRA, City of Gainesville and Alachua

County.pdf

Executed Ordinance No 181001 Dissolving CRA.PDF

Closing Comments

19-0437 Public Comment

Fiscal Consideration: N/A

Recommended Action: Hear public comment.

19-0439 County Commission Comments

Fiscal Consideration: N/A

Recommended Action: Present comments.

19-0438 City Commission Comments

Fiscal Consideration: N/A

Recommended Action: Present comments.

Adjourn



Alachua County, FL

12 SE 1st Street Gainesville, Florida

Agenda Item Summary

Agenda Date: 9/23/2019 Agenda Item No.:

Agenda Item Name:

Adoption of the Agenda

Presenter:

Click or tap here to enter text.

Description:

Click or tap here to enter text.

Recommended Action:

Approve the agenda.

Prior Board Motions:

Click or tap here to enter text.

Fiscal Consideration:

N/A

Background:

Click or tap here to enter text.



Alachua County, FL

12 SE 1st Street Gainesville, Florida

Agenda Item Summary

Agenda Date: 9/23/2019 Agenda Item No.:

Agenda Item Name:

Interlocal Agreement between Alachua County and City of Gainesville regarding Automatic Aid for Fire and EMS Services Update

Presenter:

Harold Theus, Chief 352-384-3101

Description:

This is an agreement with the City of Gainesville is for cross jurisdiction provision of Fire and first response EMS services

Recommended Action:

For both Boards to hear the discussion and for the City to take action

Prior Board Motions:

At the December 6, 2018 Board meeting, staff was directed to meet with the Chief of the City of Gainesville about making the Interlocal Agreement between Alachua County and City of Gainesville Regarding Automatic Aid For Fire and EMS Services a long term agreement and to bring it back to the Board within 60 days.

Fiscal Consideration:

The agreement is budgeted in account 011.54.5480.522.34.00. The FY20 budget is \$600,000. The rate is increasing from \$821.39 to \$869.92. The estimated annual impact of this increase is \$31,000.00 per year. The budget should accommodate this increase.

Background:

The Automatic Aid agreement with the City of Gainesville for Fire and EMS Services expires on September 30, 2019. City and County staff have met and updated the agreement which has a term beginning October 1, 2019 and will remain in effect until terminated by either party.

The agreement increases the cost per response from \$821.39 to \$869.92. This amount will be recalculated each year based on the prior year expenditures and responses. The estimated annual expense increase for FY20 is \$31,000.00.

At the September 10, 2019 BoCC meeting, the agreement was approved on the consent agenda and later signed by the Chair.

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2 2 2 2 2 2 2 3 3 3 3 3 3 3 3 3 3 3 3 3	2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8 9 0

INTERLOCAL AGREEMENT BETWEENALACHUA COUNTY AND CITY OF GAINESVILLE REGARDING AUTOMATIC AID FOR FIRE AND EMS SERVICES

THIS AGREEMENT (this "Agreement") entered into pursuant to Chapter F. S. 163 et. seq, the Florida Interlocal Cooperation Act of 1969, on the date of the last signature on this Agreement between the City of Gainesville, a municipal corporation of the State of Florida ("City") and Alachua County, a charter county and political subdivision of the State of Florida ("County").

WHEREAS, the City of Gainesville is responsible for the provision of fire rescue services within the City's corporate limits and Alachua County is responsible for the fire rescue services in the unincorporated areas of the County; and

WHEREAS, the City and County share a common boundary and have for the last 30 years had an agreement on the cross jurisdiction provision of Fire and EMS services to the residents in their respective jurisdictions, and

WHEREAS, the City and County in an effort to meet ever-changing demands for service, has had variations of successful agreements relating to the provision of Fire and EMS services, most recently the Automatic Aid Agreement signed in June of 2018, and

WHEREAS, the City and County wish to enter into a new agreement modifying the terms of the prior agreement and the call types wherein each will automatically respond into the jurisdiction of the other, and

WHEREAS, it is recognized by both the City and County that the provision of services into the areas of the County which adjoin the boundaries of the City are of concern to both.

NOW THEREFORE, the City and the County agree as follows:

Section 1. Automatic Aid Agreement.

1) The City and the County will work with the Combined Communications Center (CCC) to develop a method of automatic dispatch for the most appropriate unit available to achieve optimal response times for those specific types of Emergency Fire (EFD) and Emergency Medical Dispatches (EMD) as identified in Attachment 1, which is attached hereto and incorporated by reference. It is understood that the use of EFD and EMD is constantly under evaluation and periodic modification. Therefore the City and County agree that the call types, methods and protocol may be modified upon their respective Fire Chiefs joint agreement in writing.

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2) The City and County agree that each shall be compensated by the jurisdiction receiving services under this agreement. It is agreed that an average cost for each response shall be calculated by utilizing the previous fiscal years actual expenditures divided by the total number of responses within the identified

- automatic aid territory (Attachment 2).
 - a. Actual expenditures shall be attributed to the provision of fire protection services inside the identified automatic aid territory:
 - i. Personal Services-Salaries, overtime and benefits.
 - ii. Operating Expenses- Day to day costs incurred (goods delivered or services rendered). Costs will include professional services, utilities, travel/training, supplies and equipment, and vehicle replacement funding. Cost allocation may be necessary where material amounts of expenditures cross function-activity lines. Excludes contracted fire service with other municipalities.
 - iii. Operating Capital Outlay shall equal 1% of total allowable actual expenditures.
 - iv. Indirect Costs-costs that CANNOT be directly attributed to a particular cost objective or service in accordance with the Cost Allocations Plan.
 - b. The average cost per response to be used beginning on October 1, 2019 is \$869.92 per Attachment 2.
 - c. Staff will convene no later than March of each year to update the average cost per response.
 - i. The audited financial information for both jurisdictions divided by the actual number of responses for the prior fiscal year. For example March 2020 will use FY2018/19 actual expenditures and actual responses.
 - ii. The difference between the prior fiscal years average cost per response and the current fiscal year actual cost per response will be multiplied by the difference in the respective jurisdictions response to calls in the others jurisdiction to determine the reconciliation payment due (true-up calculation and payment). Payments due for the difference shall be made to the appropriate jurisdiction within 30 days of the reconciliation as agreed upon by both agencies.
 - d. Payments will be made on a monthly basis in accordance with the provisions for 218, Part VII Florida Statutes ("Local Government Prompt Payment Act")
- 3) The City and County agree to recognize all fire based units stationed within the Automatic Aid Agreement boundary map, which is Attachment 3 and incorporated by reference. These units are considered to be compensable units under this agreement with the exception of County Engine 80. It is agreed that Engine 80 shall not be compensated for any responses into the City as long as it is stationed within the City limits. Once it is relocated outside of the City limits, it shall then be considered to be a compensable unit.
- 4) This agreement for the automatic dispatch of assets of the parties is not meant to supplant the need to provide sufficient fire services but does not preclude the ability of either jurisdiction to request mutual aid for incidents occurring outside the fire service agreement boundary or for units not assigned therein

- or in accordance with the Statewide Mutual Aid/State Emergency Response Plan.
 - 5) The geographic boundary of this agreement is as set forth in Automatic Aid Agreement boundary map (Attachment 3), which is attached hereto and incorporated by reference.
 - 6) The parties agree that this agreement will be effective October 1, 2019.

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Section 2. Indemnification. Each party shall be solely responsible for the negligent or wrongful acts of its officials, agents and employees.

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Section 3. Sovereign Immunity. Nothing in this Interlocal shall be interpreted as a waiver of any parties sovereign immunity as granted under Section 768.28, Florida Statutes.

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Section 4. Termination. This Agreement may be terminated by either party with written notice given at the address provided in Section 8. The notice must be received no later than March 1th of a given year, the agreement will remain in force until September 30th of that year.

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Section 5. Filing of Agreement. The County, upon execution of this Agreement, shall file the same with the Clerk of the Circuit Court in the Official Records of Alachua County, as required by Sec. 163.01(11), Fla. Stat.

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Section 6. Public Records. Each Party shall meet the requirements of Chapter 119, Fla. Stat., for retaining public records and transfer, at no cost, to any other requesting Party, copies of all public records regarding the subject of this Agreement which are in the possession of the Party. All records stored electronically shall be provided to the requesting Party in a format that is compatible with the information technology systems of the requesting Party.

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Section 7. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, notwithstanding any Florida conflict of law provision to the contrary. In the event of any legal action under this Agreement, venue shall be in Alachua County, Florida.

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Section 8. Notices. Any notices from either party to the other party must be in writing and sent by certified mail, return requested, overnight courier service or delivered in person with receipt to the following:

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County: City:

Alachua County, Florida City of Gainesville Attn: County Manager Attn: City Manager

12 SE 1st Street 200 E. University Ave., Suite 408

Gainesville, FL 32601 Gainesville, FL 32601

With copy to:

Clerk of the Court

Attn: Finance & Accounting

12 SE 1st Street, 3rd Floor Gainesville, FL 32601

and

Office of Management and Budget Attn: Contracts 12 SE 1st Street, 2nd Floor Gainesville, FL 32601

Section 9. Severability. If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect.

Section 10. Integration/Merger. This Agreement contains the entire agreement and understanding of the Parties regarding the matters set forth herein and supersedes all previous negotiations, discussions, and understandings, whether oral or written, regarding such matters. The Parties acknowledge that they have not relied on any promise, inducement, representation, or other statement made in connection with this agreement that is not expressly contained in this Agreement. The terms of this Agreement are contractual and not merely recital.

Section 11. Modification and Waiver. The provisions of this Agreement may only be modified or waived in writing signed by all the Parties. No course of dealing shall be deemed a waiver of rights or a modification of this Agreement. The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right. No waiver of a provision of the Agreement shall apply to any other portion of the Agreement. A waiver on one occasion shall not be deemed to be a waiver on other occasions.

Section 12. Captions and Section Headings. Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

Section 13. Successors and Assigns. The Parties each bind the other and their respective successors and assigns in all respects to all the terms, conditions, covenants, and provisions of this Agreement.

Section 14. Third Party Beneficiaries. This Agreement does not create any relationship with, or any rights in favor of, any third party.

Section 15. 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 all Parties have substantially contributed to the preparation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Interlocal Agreement between Alachua County and the City of Gainesville on the respective dates beneath each signature.

166		BOARD OF COUNTY COMMISSIONERS OF
167		ALACHUA COUNTY, FLORIDA
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169	ATTEST:	BY: Chl & Cht A
170	1	BY: Che & Che
171	λ	Charles Chestnut, Chair
172	Sm X V	Board of County Commissioners
173	Jesse K. Irby, II	- 1 1
174	Clerk of the Board of	Date: 9/10/2019
175	County Commissioners	
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177		APPROVED AS TO FORM
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181 182		County Attorney
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185	CITY OF GAINESVILLE	
186	CITTOF GAINESVILLE	
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188	BY:	
189	Lauren Poe, Mayor	APPROVED AS TO FORM AND LEGALITY
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192	Date:	
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194		Nicolle Shalley
195		City Attorney
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197	ATTEST:	
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201	Omichele D. Gainey	
202	Clerk of the City Commission	

ATTACHMENT 1 INCIDENT TYPES FOR AUTOMATIC AID

EFD Incident Types for Automatic Aid

Code	Determinant	Description
F51	D	Aircraft Crash
F54	D	Confined Space Rescue
F56	D	Elevator/Escalator Rescue
F57	D	Explosion
F58	D	Extrication/Entrapped
F60	D	Gas Leak/Odor
F62	D	High Angle Rescue
F69	D, E	Structure Fire
F71	D	Vehicle Fire
F72	D, E	Water Rescue/Sinking Veh
F73	D	Watercraft Collision
F75	D	Train/Rail Fire
F77	D	Vehicle Accident

EMD Incident Types for Automatic Aid

Code	Determinant	Description
E01	D	Abdominal Pain
E02	D&E	Allergic Reaction
E03	D	Animal Bite
E04	D	Assault
E06	C, D & E	Breathing Problems
E07	D, E	Burns/Explosion
E08	D	Hazmat/Inhalation
E09	B, D, & E	Cardiac Arrest
E10	A, C D	Chest Pain
E11	D&E	Choking
E14	D	Drowning/Diving
E15	D&E	Electrocution
E17	D	Significant Fall
E22	D	Inaccessible Incident
E28	A, C	Stroke
E30	D	Traumatic Injury
E31	A, CD&E	Unconscious/Fainting

Calculation for Combined Average Cost per Response


ACFR + GFR FY2017 number of fire service responses	_	35,225
ACFR FY2018 Actual + GFR FY2018 Actual	_	30,643,043
Average Cost per Response	=	\$869.92
ACFR Responses (per GFR email 5/23/19) (includes E80 in City and AAA Units)		11,801
GFR Responses		23,424
Total Adjusted Responses		35,225

	FY2018 GFR Budget			
Object Code	Description	2018 Actuals	Less 8221 Airport:	Total FY18 Allowable Actuals
		ral Fund - 820 Fir		
1011	Permanent Full Time	9,701,071.33	(386,993.24)	9,314,078.09
1013 1014	Temp Full Time Temp Part Time	36,698.54 20,197.12		36,698.54
1030	Overtime 1.5	733,558.06	(9,597.76)	723,960.30
1050	Holiday Pay	69,853.26	(5,557.70)	69,853.26
1130	Special Assignment	152,524.58	(857.91)	151,666.67
1135	Field Training Officer Pay		,	-
1150	Longevity	120,197.24		120,197.24
1185	Technical Rescue Supp (Fire)	17,870.75		17,870.75
1195	Hazmat Incentive Pay EMT Certification	63,195.64		63,195.64
1310 1330	Education Incentive FF	633,880.71 77,159.68		633,880.71 77,159.68
1380	Billable Overtime	57,741.91		57,741.91
1430	FLSA	129,613.63		129,613.63
1470	Fire Inspector Certification	717.95		717.95
2010	Social Security	842,734.20	(30,404.84)	812,329.36
2020	Retirement	1,925,899.50	(19,477.92)	1,906,421.58
2021	Disability	-	(40.040.00)	-
2030	Health Insurance	1,188,125.83	(43,216.68)	1,144,909.15
2031 2040	Retirees Health Insurance Life Insurance	58,139.22 24,790.71	(1,828.27) (992.16)	56,310.95 23,798.55
2060	Workers Compensation	210,468.00	(7,880.48)	202,587.52
2110	Dry Cleaning	6,899.33	(1,000.40)	6,899.33
2120	Clothing Allowance	585.00		585.00
2150	Meal Allowance	3,950.00		3,950.00
3009	Non-Capital Equipment	20,427.19		20,427.19
3010	Materials & Supplies	112,154.95	(292.04)	111,862.91
3020	Office Supplies	12,185.45	(111.42)	12,074.03
3030 3040	Printing and Binding Uniform Purchase Price	1,354.70 129,746.35		1,354.70 129,746.35
3110	Telephone	55,754.70		55,754.70
3115	TRS Access Charge	65,755.69		65,755.69
3120	Postage	605.93		605.93
3130	Advertising	1,530.00		1,530.00
3140	Utilties	161,373.29		161,373.29
3150	Gasoline, Oil & Grease	127,732.59		127,732.59
3195 3200	Assessment Centers Local Travel	4,773.61 4,433.66		4,773.61 4,433.66
3210	Travel & Training	55,149.56	(9,300.00)	45,849.56
3230	Safety Awards	10,560.10	(394.00)	10,166.10
3240	Books & Film	3,627.84	,	3,627.84
3250	Dues, Memberships & Pubs	8,762.80	(275.60)	8,487.20
3420	Rental-Equipment	8,772.01		8,772.01
3510	Insurance Premiums	195,523.00		195,523.00
3940 4110	Lease Expense Professional Services	14,400.00 202,822.24	(36.00)	14,400.00 202,786.24
4120	Other Contractual Services	61,071.19	(30.00)	61,071.19
4210	Fleet Service Cost-Variable	437,684.93		437,684.93
4211	Fleet Service Cost-Fixed	1,095,463.39		1,095,463.39
4220 6040	Maintenance Office/Other Equip Machinery & Equipment (exclude- see below 3%)	49,936.91	(1,613.40)	48,323.51
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<u> </u>		FFICE PROVIDE	<u>১</u>	1 007 504 00
	Plus: Indirect Costs	1,037,591.00		1,037,591.00
		19,955,065.27	(513,271.72)	19,441,793.55
	CAPITAL IMPROVEME	NT PLAN - FUND	S 300 SERIES	
	1% Capital Outlay			194,417.94
	Total Allowable			19,636,211.49

		EV40 ACED		EV40 A streets
		FY18 ACFR Actual	Non Allowed	FY18 Actuals Revised
011-5480-5	22 Fire Protection Services / Fire Control	Hotaai		Rovioca
12-00	Regular Salaries & Wages	5,002,973.45		5,002,973.45
13-00	Other Salaries and Wages	3,605.10		3,605.10
14-00	Overtime	2,428,802.98		2,428,802.98
15-00	Special Pay	28,192.50		28,192.50
15-10	Cell Phone Allowance	750.00		750.00
21-00	Fica Taxes	534,106.86		534,106.86
22-00	Retirement Contributions	1,582,414.87		1,582,414.87
23-10	Health Insurance	1,392,585.43		1,392,585.43
23-15	Dental Insurance	27,826.36		27,826.36
23-20	Life Insurance	4,404.81		4,404.81
23-25	Life Insurance - \$10,000	1,501.48		1,501.48
23-30	Health Insurance - Wellness Reserve	76,410.00		76,410.00
24-10	Worker's Compensation	209,607.00		209,607.00
31-00	Professional Service	33,535.62		33,535.62
31-41	Attorney Fees	3,673.50		3,673.50
31-60	Medical	1,977.28		1,977.28
34-00	Other Services/Contracts	2,374,078.35	(2,374,078.35)	-
40-00	Travel & Per Diem	7,525.31		7,525.31
40-13	Out of State	12,918.86		12,918.86
41-00	Communication Services	35,613.13		35,613.13
41-30	Local, Long Dist & Other	2,851.92		2,851.92
41-50	Mobile Phone	1,676.81		1,676.81
41-70	Cable-TV	372.32		372.32
41-80	Internet Usage Fees	18,986.62		18,986.62
42-00	Freight & Postage	13,866.38		13,866.38
42-60	Freight & Postage			
	Service/Transportation	(7,000.00)		(7,000.00)
42-62	Freight & Postage Service/Postage	7,000.00		7,000.00
44-00	Rentals and Leases	410,621.20		410,621.20
45-00	Insurance	251,588.50		251,588.50
46-00	Repairs and Maintenance Services	35,147.46		35,147.46
46-10	Motor Vehicle	160,983.85		160,983.85
46-11	Motor Vehicle/ACPW-Shop	102,464.28		102,464.28
46-12	Motor Vehicle/commercial	22,742.13		22,742.13
47-00	Printing And Binding	1,487.89		1,487.89
48-00	Promotional Activities	270.59		270.59
49-00	Other Current Charges & Obligations	852,546.91		852,546.91
49-04	Legal Advertising	1,109.80		1,109.80
51-00	Office Supplies	26,177.52		26,177.52
52-00	Operating Supplies	81,968.52		81,968.52
52-01	Tools/equip < \$100/unit	36,271.00		36,271.00
52-10	Food	70.18		70.18
52-23	Fuel	93,295.97		93,295.97
52-31	Software < \$750	31,397.72		31,397.72
52-70	Uniforms	182,292.05		182,292.05
52-90	Personal Items	(1,989.00)		(1,989.00)
54-00	Books Publications and Memberships			
		2,933.20		2,933.20
54-40	Memberships	2,812.00		2,812.00
55-00	Training & Education	15,607.78		15,607.78
64-10	Machinery & Equip > \$5000 Furniture &			
	Equipment (Exclude - see below 3%)			
				-
				-

<u>Alachua County - Fire Rescue</u>

	FY18 ACFR Actual	Non Allowed	FY18 Actuals Revised
011-5480-522 Fire Protection Services Total	16,110,056.49	(2,374,078.35)	13,735,978.14
011-1916-522 Fire Protection - Utility Services	81,474.00		81,474.00
011.5400.525. Administration - Fire Protection	248,950.00		248,950.00
011-5420.522 Fire Protection - Communication/Radio	85,317.00		85,317.00
Equipment			
Less: Stations not in Automatic Aid Territory:			-
City of Archer Station		(1,084,622.00)	(1,084,622.00)
City of Hawthorne Station		(1,084,622.00)	(1,084,622.00)
City of Waldo Station		(1,084,622.00)	(1,084,622.00)
Subtotal ACFR Actual Expenditures	16,525,797.49	(5,627,944.35)	10,897,853.14



33 -

INTERLOCAL AGREEMENT BETWEENALACHUA COUNTY AND CITY OF GAINESVILLE REGARDING AUTOMATIC AID FOR FIRE AND EMS SERVICES

THIS AGREEMENT (this "Agreement") entered into pursuant to Chapter 163, Florida Statutes, et. seq, the Florida Interlocal Cooperation Act of 1969, on the date of the last signature on this Agreement between the City of Gainesville, a municipal corporation of the State of Florida ("City") and Alachua County, a charter county and political subdivision of the State of Florida ("County").

WHEREAS, the City of Gainesville is responsible for the provision of fire rescue services within the City's corporate limits and Alachua County is responsible for the fire rescue services in the unincorporated areas of the County; and

WHEREAS, the City and County share a common boundary and have for the last 30 years had an agreement on the cross jurisdiction provision of Fire and EMS services to the residents in their respective jurisdictions, and

WHEREAS, the City and County wish to enter into a new agreement modifying the terms of the prior agreement and the situations wherein each will automatically respond into the jurisdiction of the other; and

WHEREAS, it is recognized by both the City and County that the provision of services into the areas of the County which adjoin the boundaries of the City are of concern to both.

NOW THEREFORE, the City and the County agree as follows:

Section 1. Automatic Aid Agreement.

- 1) The City and the County will work with the Combined Communications Center (CCC) to develop a method of automatic dispatch for the most appropriate unit available to achieve optimal response times for those specific types of Emergency Fire (EFD) and Emergency Medical Dispatches (EMD) as identified in Attachment 1, which is attached hereto and incorporated by reference. It is understood that the use of EFD and EMD is constantly under evaluation and periodic modification. Therefore the City and County agree that the call types, methods and protocol may be modified upon their respective Fire Chiefs joint agreement in writing.
- 2) The City and County agree that each shall be compensated by the jurisdiction receiving services under this agreement. It is agreed that the cost for each response shall be \$821.39 per unit responding which shall be invoiced and paid according to the Florida Prompt Payment Act.
- 3) The City and County agree that all fire based units stationed within the Automatic Aid Agreement boundary map, which is Attachment 2 and incorporated by reference, are compensable. These units are considered to be compensable units under this agreement with the exception of County Engine 80. It is agreed that Engine 80 shall not be compensated for any responses into the City as long as it is stationed within the

City limits. Once it is relocated outside of the City limits, it shall then be considered to be a compensable unit.

- 4) This agreement for the automatic dispatch of assets of the parties is not meant to supplant the ability of either jurisdiction to request mutual aid for incidents occurring outside the fire service agreement boundary or for units not assigned therein or in accordance with the Statewide Mutual Aid/State Emergency Response Plan.
- 5) The geographic boundary of this agreement is as set forth in Automatic Aid Agreement boundary map (Attachment 2), which is attached hereto and incorporated by reference.
- 6) The parties agree that this agreement will be effective upon signing by both parties and expires September 30, 2019.

Section 2. Indemnification. Each party shall be solely responsible for the negligent or wrongful acts of its officials, agents and employees.

- Section 3. Sovereign Immunity. Nothing in this Agreement shall be interpreted as a waiver of any party's sovereign immunity as granted under Section 768.28, Florida Statutes.
- Section 4. Termination. This Agreement may not be terminated before its expiration date unless by mutual agreement of the City and County.
- Section 5. Filing of Agreement. The County, upon execution of this Agreement, shall file the same with the Clerk of the Circuit Court in the Official Records of Alachua County, as required by Sec. 163.01(11), Fla. Stat.
- Section 6. Public Records. Each Party shall meet the requirements of Chapter 119, Fla. Stat., for retaining public records and transfer, at no cost, to any other requesting Party, copies of all public records regarding the subject of this Agreement which are in the possession of the Party. All records stored electronically shall be provided to the requesting Party in a format that is compatible with the information technology systems of the requesting Party.
- Section 7. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, notwithstanding any Florida conflict of law provision to the contrary. In the event of any legal action under this Agreement, venue shall be in Alachua County, Florida.
- Section 8. Notices. Any notices from either party to the other party must be in writing and sent by certified mail, return requested, overnight courier service or delivered in person with receipt to the following:

County: City:
Alachua County, Florida City of Gainesville
Attn: County Manager Attn: City Manager
12 SE 1st Street 200 E. University Ave., Suite 408
Gainesville, FL 32601 Gainesville, FL 32601

With copy to:

Clerk of the Court
Attn: Finance & Accounting
12 SE 1st Street, 3rd Floor
Gainesville, FL 32601

and

Office of Management and Budget Attn: Contracts 12 SE 1st Street, 2nd Floor Gainesville, FL 32601

Section 9. Severability. If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect.

Section 10. Integration/Merger. This Agreement contains the entire agreement and understanding of the Parties regarding the matters set forth herein and supersedes all previous negotiations, discussions, and understandings, whether oral or written, regarding such matters. The Parties acknowledge that they have not relied on any promise, inducement, representation, or other statement made in connection with this agreement that is not expressly contained in this Agreement. The terms of this Agreement are contractual and not merely recital.

 Section 11. Modification and Waiver. The provisions of this Agreement may only be modified or waived in writing signed by all the Parties. No course of dealing shall be deemed a waiver of rights or a modification of this Agreement. The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right. No waiver of a provision of the Agreement shall apply to any other portion of the Agreement. A waiver on one occasion shall not be deemed to be a waiver on other occasions.

Section 12. Captions and Section Headings. Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

Section 13. Successors and Assigns. The Parties each bind the other and their respective successors and assigns in all respects to all the terms, conditions, covenants, and provisions of this Agreement.

Section 14. Third Party Beneficiaries. This Agreement does not create any relationship with, or any rights in favor of, any third party.

Section 15. 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 all Parties have substantially contributed to the preparation of this Agreement.

121	IN WITNESS WHEREOF, the partic	es hereto have made and executed this Interlocal
122	Agreement between Alachua County and the	City of Gainesville on the respective dates beneath
123	each signature.	,
124		
125		BOARD OF COUNTY COMMISSIONERS OF
126		ALACHUA COUNTY, FLORIDA
127		1
128	ATTEST:	
129	BY:	De fular
130	V 1~X	Lee Pinkoson, Chair
131	Jun 8 O	Board of County Commissioners
132	Jesse K. Irby, II	,
133	Clerk of the Board of	Date:
134	County Commissioners	
135	,	
136		APPROVED AS TO FORM
137		
138		
139		
140		County Attorney
141		,
142		
143		
144	CITY OF GAINESVILLE	
145		
146		
147	BY:	
148	Lauren Poe, Mayor	APPROVED AS TO FORM AND LEGALITY
149)	7
150	T in and	
151	Date: June 13, 2018	C 1 (C (A March
152		THEORIE HURLEY
153		Nicolle Shalley
154		City Attorney
155		
156	ATTEST:	
157		
158	(12.0)	
1590	charal William	
160	Omichele D. Gainey	
161	Clerk of the City Commission	

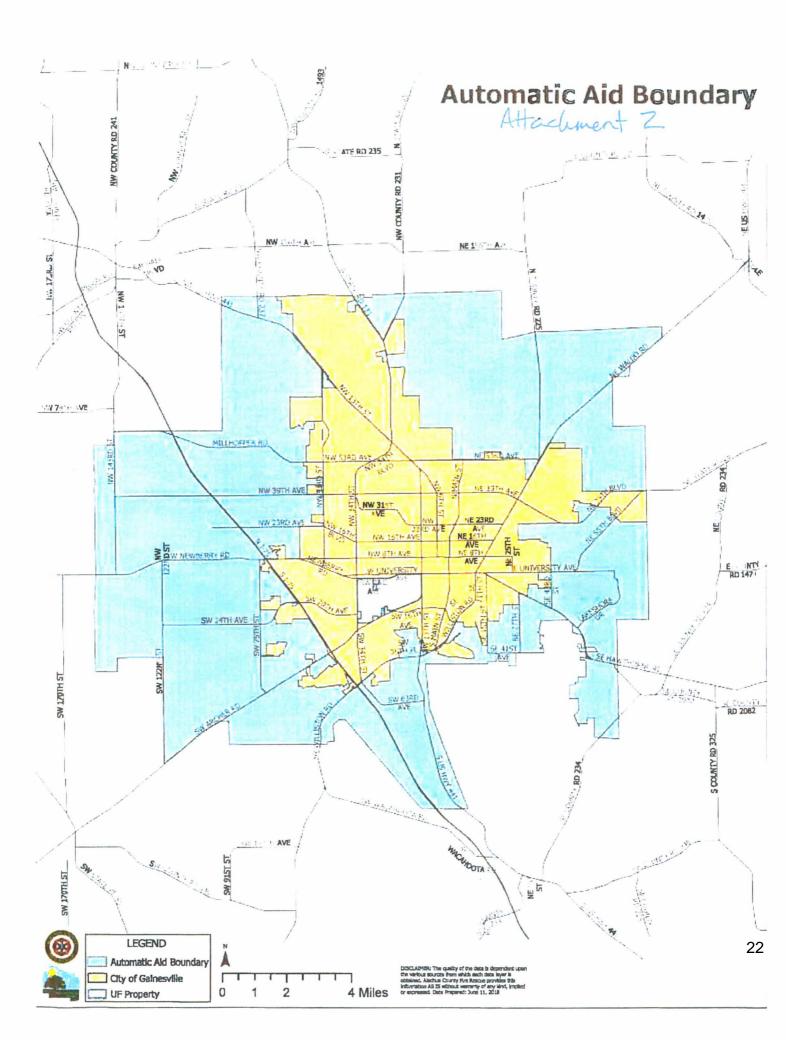
ATTACHMENT 1 INCIDENT TYPES FOR AUTOMATIC AID

EFD Incident Types for Automatic Aid

Code	Determinant	Description
F51	D	Aircraft Crash
F54	D	Confined Space Rescue
F56	D	Elevator/Escalator Rescue
F57	D	Explosion
F58	D	Extrication/Entrapped
F60	D	Gas Leak/Odor
F62	D	High Angle Rescue
F69	D, E	Structure Fire
F71	D	Vehicle Fire
F72	D, E	Water Rescue/Sinking Veh
F73	D	Watercraft Collision
F75	D	Train/Rail Fire
F77	D	Vehicle Accident

EMD Incident Types for Automatic Aid

Code	Determinant	Description
E01	D	Abdominal Pain
E02	D&E	Allergic Reaction
E03	D	Animal Bite
E04	D	Assault
E06	C, D & E	Breathing Problems
E07	D, E	Burns/Explosion
E08	D	Hazmat/Inhalation
E09	B, D, & E	Cardiac Arrest
E10	A, C D	Chest Pain
E11	D&E	Choking
E14	D	Drowning/Diving
E15	D&E	Electrocution
E17	D	Significant Fall
E22	D	Inaccessible Incident
E28	A, C	Stroke
E30	D	Traumatic Injury
E31	A, CD&E	Unconscious/Fainting



Engagement Survey

1.	In regard to this item being submitted to the agenda, has County staff engaged with the stakeholders in a way that allowed input/ feedback to be shared?
	☐ Yes, please fill out the remainder of this form
	X No, please explain why: _The City and County have had a Fire and EMS agreement for over 30 years. Staff has negotiated the new agreement with the City of Gainesville. Both Legal Offices have reviewed the proposed agreement (If no, there is no need to continue filling out this form)
2.	Please provide the following information for each method of engagement used by County staff. (Please write N/A for any items that are not applicable)
	Engagement Activity Quantity Date(s) Location(s) Was community input recorded
	Hosted by County
	Hosted with stakeholders
	Surveys
	Interviews
	Focus Groups
	Other:
3.	Please indicate what communication/ outreach was used to inform the public about your engagement activities. (Select all that apply)
	□ Email□ Letter from Mayor/ Commission
	☐ Mailers☐ Phone calls
	□ Print media (flyers, posters)
	□ Social Media
	□ Website□ Other:
4.	How has stakeholder input/ feedback been incorporated into the recommendations being

The feedback was analyzed for patterns in priorities, questions, and goals mentioned by community members and has been compiled into the report and presentation to be offered to the Commission.

presented to the County Commission?



Alachua County, FL

12 SE 1st Street Gainesville, Florida

Agenda Item Summary

Agenda Date: 9/23/2019 Agenda Item No.:

Agenda Item Name:

New Funding and Policy Options to Address Homelessness in Gainesville and Alachua County (B)

Presenter:

Claudia Tuck 352-231-0058

Description:

The purpose of this agenda item is to discuss a new policy and funding approach for Homeless Services for FY 2020-2021 and future years. This new approach involves increased funding for Rapid Rehousing and Permanent Supportive Housing, as well as continued support for Low-Barrier Shelter Services for homeless persons. In addition, this new approach shifts funding and responsibilities for these services.

Previously, the Board of County Commissioners discussed the closing of Dignity Village. The County Commissioners and the City Commission need to discuss the continuing efforts to close Dignity Village as a part of the new funding approach. The City is negotiating a new agreement with the Alachua County Coalition for the Homeless and Hungry in amount of not exceed \$1,500,000 for the next five years including FY 2020.

In the County's new funding proposal, each jurisdiction would increase that allocation by \$250,000 in each of the next three fiscal years. Simultaneously, a new allocation formula divides the services provided into the following two categories: 1) Low-Barrier Emergency Shelter Services and a one-stop homeless service center at GRACE Marketplace; and 2) Supportive Housing Services.

Based upon the new funding formula, the County would reduce its allocation to GRACE Marketplace by \$500,000 in year two, while at the same time, the City would increase its funding for GRACE Marketplace in the amount of \$500,000 in FY21. At the beginning of the third year, the City would be fully funding GRACE Marketplace in the amount of \$1,500,000 per year. Additionally, at the beginning of the third year, the County would be funding Supportive Housing Services in the amount of \$1,500,000 per year. The proposal defines Supportive Housing Services as Rapid Rehousing and Permanent Supportive Housing.

The new funding proposal would also shift the responsibility for the services, with the City having full funding authority and management of the GRACE Marketplace contract and the County assuming responsibilities for the management of Supportive Housing Services for the County's homeless and low Income residents, working under the homeless Continuum of Care prioritization process.

Recommended Action:

That the Commissions discuss and provide staff direction with respect to funding and services as

Agenda Date: 9/23/2019 Agenda Item No.:

follows:

- 1. Continued funding for Grace for FY20 (contingent on an agreement for #2 below)
- 2. City and County Homeless services funding for FY 21 and beyond
- 3. Plan and funding request for the closure of Dignity Village

Prior Board Motions:

n/a

Fiscal Consideration:

Under the new funding approach, City/County support in FY 2021, for operations at GRACE Marketplace would be \$1,250,000 from the City and \$250,000 from the County. Also, part of the new funding approach is County funding up to \$1,000,000 towards Rapid Rehousing and Permanent Supportive Housing, subject to annual appropriation.

The proposed Budget agreed upon in May included funding in the amount of \$509,000 for the closure of Dignity Village and \$1,500,000 per year for the operation of the Low Barrier Emergency Shelter Program at GRACE Marketplace.

Background:

Since 2014, the City and County have agreed to share equally in the operational costs of providing a low-barrier emergency shelter and a one-stop homeless service center at GRACE Marketplace. A proposed Interlocal Agreement is being negotiated between the City and the County that would maintain the funding relationship through September 2021.

25



City of Gainesville Lauren Poe, Mayor



September 5, 2019

Alachua County Board of County Commissioners 12 SE 1st Street Gainesville, FL 32601

Re: GRACE Marketplace Funding

Dear Honorable Chair and Members of the County Commission:

The City Commission is asking the County to continue the funding for GRACE Marketplace and the closure of Dignity Village. As outlined in the County's July 10, 2019 letter to the City, the City is aware of the County's funding concept for homeless services over the next three years. Due to the fact that no action was taken on the County's funding concept at the May 6, 2019 Joint Meeting on Homelessness, the funding concept proposed by the County is not included in the City's FY2020 budget.

The total projected funds for GRACE Marketplace and Dignity Village closure in FY 2019-2020 is outlined below:

Fiscal Year	Service Agreement GRACE			Dignity Village (DV) Closure		Total City/County Funds Budgeted	Total Funds Needed	Funding Gap
		City	County	City	County			
FY 2019-2020	\$	750,000	\$500,000	\$254,500	\$100,000	\$1,604,500	\$2,009,000	\$ (404,500)

Therefore, to ensure a smooth transition of this funding concept, the City is requesting for the County to fully fund GRACE Marketplace and Dignity Village closure with an additional \$404,500 in FY 2020. Further discussions are needed regarding the funding of GRACE Marketplace operations and to finalize the closure of Dignity Village.

Alachua County Board of County Commissioners September 5, 2019 Page 2

Please consider this in your upcoming budget deliberations and plan for a more fruitful discussion on the matter at the joint meeting on September 23rd.

Sincerely,

Lauren Poe

Mayor

Attachment: Alachua County Board of County Commissioners July 10, 2019 Letter to the City

Copy: Gainesville City Commissioners
Board of County Commissioners
Michele L. Lieberman, County Manager
Tommy Crosby, Assistant County Manager
Sylvia Torres, County Attorney
Deborah Bowie, Interim City Manager
Fred Murry, Assistant City Manager
Nicolle Shalley, City Attorney

Claudia Tuck, Director, Community Support Services



Alachua County Board of County Commissioners

Charles S. Chestnut IV, Chair Robert Hutchinson, Vice Chair Mike Byerly Ken Cornell Marihelen Wheeler

Administration
Michele L. Lieberman
County Manager

July 10, 2019

RECEIVED

The Honorable Mayor Lauren Poe City of Gainesville Commission 200 East University Avenue Gainesville, FL 32601 JUL 1 1 2019

CHY WANDERS OFFICE

Dear Mayor Poe,

At the January 15, 2019 Special Meeting (General Policy), the Board of County Commissioners held a discussion about issues related to homelessness including the County's role, funding for Grace Marketplace, and collaboration with the healthcare system.

During discussion, Commissioner Cornell presented a concept that would increase funding for homeless services by \$1.5 million (\$750,000 from both the City and the County) over the next three years. It would also provide for the City of Gainesville to have full oversight and funding for Grace Marketplace, while the County would focus on permanent supportive housing and rapid rehousing. To reach this target, Commissioner Cornell suggested that each year for the next three years, the City and County would increase their contribution by \$250,000. The County's portion of Grace Marketplace funding would decline by that amount, while the City portion would increase by that level. The County would then be gaining \$500,000 annually towards placing homeless persons in housing and providing the needed supports to keep them housed.

At the end of three years, the City would be funding \$1.5 million for the operation of Grace Marketplace, while the County would no longer participate in that oversight. The County would instead be funding permanent supportive housing and rapid rehousing with the additional \$1.5 million. The Interlocal would need to be revised or terminated as would the Empowerment Center Oversight Board.

This information was shared with you by Interim City Manager Deborah Bowie on February 1, 2019. Commissioner Cornell also brought this up at the May 6, 2019 Joint Meeting on Homelessness.

No action was taken on the concept during that meeting, however, this plan has been included in the County's FY2020 budget. The Board of County Commissioners would like clarification as soon as possible on the City Commission's commitment to this plan and how it is incorporated in the City's FY2020 budget.

Page 2

We look forward to continuing to work together to address the needs of our homeless residents.

Sincerely,

Charles S. Chestnut, IV, Chair Alachua County Commission

Chr19.080

CSC/CT/cw

Enclosure ,

CC: Board of County Commissioners

Gainesville City Commissioners

Michele L. Lieberman, County Manager

Sylvia Torres, County Attorney

Deborah Bowie, Interim City Manager

Tommy Crosby, Assistant County Manager

Claudia Tuck, Director, Community Support Services

Gainesville. Citizen centered People empowered

Office of the City Manager

RECEIVED

Memo

111 1 2019

To:

Honorable Mayor and Members of the City Commission

Via:

Deborah Bowie, Interim City Manage

From:

Fred Murry, Assistant City Manager 7M

Date:

February 1, 2019

Re:

Alachua County Board of County Commissioners - Proposed Funding Concept

for Homeless Services - GRACE Marketplace, Permanent Supportive Housing

and Rapid Rehousing

This memo is in response to the City Commission's request to contact the County's staff and/or Jon DeCarmine, Executive Director of Alachua County Coalition for the Homeless and Hungry (ACCHH), to seek clarification of the County's action at the January 15, 2019 meeting regarding homeless services.

At this meeting, County Commissioner Ken Cornell presented a funding concept for GRACE Marketplace, Permanent Support Housing & Rapid Rehousing to the Board of County Commissioners. The funding concept would increase funding for homeless services by \$1.5 million dollars (\$750,000 from both the City and the County over the next three years). It would also provide for the City to have full control over GRACE Marketplace while the County would focus on Permanent Supportive Housing and Rapid Rehousing. To reach this target, Commissioner Ken Cornell is proposing that the City and the County increase their contribution by \$250,000 per year, while the County decreases their contribution by \$250,000 for GRACE Marketplace.

At the end of the third year of the proposed funding concept, the City would be funding \$1.5 million dollars for the operation of GRACE Marketplace and the County would be contributing \$1.5 million dollars towards Permanent Supportive Housing and Rapid Rehousing. The City, under this proposal, would assume full responsibility for the operation of GRACE Marketplace and the County would not be involved in the operation of or funding for the facilities in future years. The County would assume responsibility for funding Permanent Supportive Housing and Rapid Rehousing for future years.

CURRENT FUNDING AGREEMENT - GRACE MARKETPLACE

ANNUALLY	GRACE
CITY	\$750,000
COUNTY	750,000
TOTAL	\$1,500,000
	_ 3

PROPOSED FUNDING CONCEPT* - GRACE AND HOUSING

YEAR ONE	GRACE	HOUSING	TOTAL \$1,000,000	
CITY	\$1,000,000	\$0		
COUNTY	500,000	500,000	1,000,000	
TOTAL	\$1,500,000	\$500,000	\$2,000,000	
YEAR TWO				
CITY	\$1,250,000	\$0	\$1,250,000	
COUNTY	250,000	1,000,000		
TOTAL	\$1,500,000	\$1,000,000	\$2,500,000	
YEAR THREE		- 	->-	
CITY	\$1,500,000	\$0	\$1,500,000	
COUNTY	0 .	1,500,000	1,500,000	
TOTAL	\$1,500,000	\$1,500,000	\$3,000,000	

^{*}An interlocal agreement between the City and the County would be needed to confirm any arrangements over the next three years and for future years.

County Commissioner Ken Cornell would like to discuss this funding concept at the next joint City and County Commission meeting. This concept is also setting a funding cap on funding for GRACE Marketplace and housing services persons living in the county.

If you have any questions about the information provided, please advise.

CC: Carl Smart, Assistant County Manager
Claudia Tuck, Director of Community Support Services
Jacquelin Richardson, Housing and Community Development Manager
Dan Hoffman, Assistant City Manager

^{*}This Proposal would assume that the City would take full responsibility of GRACE Marketplace.



Board of County Commissioners

Charles S. Chestnut IV, *Chair* Robert Hutchinson, *Vice Chair* Mike Byerly Ken Cornell Marihelen Wheeler

Administration
Michele L. Lieberman
County Manager

September 11, 2019

The Honorable Mayor Lauren Poe City of Gainesville Commission 200 E. University Avenue Gainesville, FL 32601

Dear Mayor Poe,

At its September 10, 2019 meeting, the Alachua County Board of County Commissioners discussed the County's role in ending homelessness. The Commissioners reaffirmed their commitment to Housing First and the need for the County to focus on social services including Rapid Rehousing and Permanent Supportive Housing. As such, the County Commissioners are requesting that the City do likewise by reaffirming their commitment to Housing First. Additionally, the County Commissioners moved to increase their support of the GRACE Marketplace contract and Dignity Village closure to an amount totaling \$1,000,000 for FY20. The Commissioners further moved to develop an Interlocal Agreement or Memorandum of Understanding with the City of Gainesville to provide for services and support towards ongoing efforts in FY21 and FY22.

The County Commission's commitment is contingent upon the City adding financial support towards the GRACE Marketplace contract for FY21. During that fiscal year, the County Commissioners will provide \$250,000 towards the GRACE Marketplace contract while funding of up to \$1,000,000 towards Permanent Supportive Housing and Rapid Rehousing, subject to annual appropriation. Likewise, the County Commission is requesting that the City increase its commitment to the GRACE Marketplace contract to \$1,250,000 in FY21 and \$1,500,000 in FY22. Ongoing, the County would be providing \$1,500,000 towards Rapid Rehousing and Permanent Supportive Housing, while the City would be funding \$1,500,000 towards GRACE Marketplace.

With respect to GRACE Marketplace and Dignity Village, Commissioners were in consensus agreement that we have achieved some success and there is clearer focus around the issue of homelessness. We also look forward to County and City Staff continuing to work together to move the initiative forward.

Page 2

I look forward to an in-depth discussion of this plan at the September 23, 2019 Joint Alachua County/ City of Gainesville Special Meeting.

Sincerely,

Charles S. Chestnut, IV, Chair Alachua County Commission

Chr19.087

CSC/CT/cw

CC: Board of County Commissioners

Michele L. Lieberman, County Manager

Sylvia Torres, County Attorney

Carl Smart, Assistant County Manager

Claudia Tuck, Director, Community Support Services

.Funding Concept for GRACE Marketplace, Closing Dignity Village, and Rapid Rehousing & Permanent Supportive Housing (B)

..Explanation

The purpose of this agenda item is to discuss the County's funding concept for a new approach to funding the following programs: 1) GRACE Marketplace, 2) Closing Dignity Village, and 3) Rapid Rehousing and Permanent Supportive Housing.

Since 2014, the City and County have shared equally in the operational costs of providing a low-barrier emergency shelter and a one-stop homeless service center at GRACE Marketplace. Currently, those costs are almost \$1.5 Million per year (almost \$750,000 per year for each commission). Previously, both the City and County Commissions have stated their desire to develop and implement a plan to close Dignity Village in an orderly and controlled manner. As such, both Commissions have endorsed the Alachua County Coalition for the Homeless and Hungry's (ACCHH) Plan to Close Dignity Village. The City has been primarily responsible for the direct costs and management of Dignity Village.

In the County's new funding proposal, each jurisdiction would increase its funding allocation by \$250,000 for homeless services in each of the next three fiscal years. This new funding allocation formula divides the services provided into the following two categories: 1) Low-Barrier Emergency Shelter Services and a one-stop homeless service center at GRACE Marketplace; and 2) Supportive Housing Services (Rapid Rehousing and Permanent Supportive Housing).

According to the County's September 11, 2019, letter to the City, the County's funding commitment of \$1,000,000 for GRACE Marketplace and Dignity Village Closure in FY 2019-20 is contingent upon the City agreeing to commit \$1,250,000 for GRACE Marketplace in FY2020-21. The County also proposes to fund \$100,000 for Supportive Housing Services in FY 2019-20. The attached charts summarize the new proposed funding allocation over the next three years (FY2019-20 to FY2022-23), for the County and the City, respectively. The new funding proposal shifts the responsibility for homeless services, with the City having full funding obligation and management of the GRACE Marketplace; and the County assuming responsibilities for the funding and management of Supportive Housing Services.

..Fiscal Note

Under the new funding approach, City/County support in FY 2020-21, for operations at GRACE Marketplace would be \$1,250,000 from the City and \$250,000 from the County for a total of \$1,500,000. Also part of the new funding approach is County funding \$900,000 towards Rapid Rehousing and Permanent Supportive Housing, subject to annual appropriation.

The proposed Budget agreed upon at the Joint City/County Commission in May 2019 included funding for the closure of Dignity Village over a two year period, at a total budget of \$741,883. The funding needed in FY 2019-20 is \$509,000 of which the City has committed \$254,500; and the County is proposing to allocate \$250,000. Further discussion by the City and County Commissions is needed to determine the additional funding required in the amount of \$232,883 in FY 2020-21.

..Recommendation

The City and County Commissions discuss and provide staff direction with respect to funding and homeless services as follows: 1) Continued funding for Grace Marketplace for FY2020-21 (contingent on an agreement to fund services for FY2021 and beyond); 2) City and County Homeless services funding for FY 2021 and beyond; and 3) Plan and funding request for the closure of Dignity Village.

New Funding Proposal for Homeless Services in Gainesville and Alachua County

Proposed County Funding Commitment Required

Fiscal Year	GRACE Operations	*Closing Dignity Village	Rapid Rehousing & Permanent Supportive Housing	Total
2019-2020	\$750,000	\$250,000	\$100,000	\$1,100,000
2020-2021	\$250,000	\$0	\$900,000	\$1,150,000
2021-2022	\$0	\$0	\$1,500,000	\$1,500,000
2022-2023	\$0	\$0	\$1,500,000	\$1,500,000

Proposed City Funding Commitment Required

Fiscal Year	GRACE Operations	*Closing Dignity Village	Rapid Rehousing & Permanent Supportive Housing	Total
2019-2020	\$750,000	\$254,500	\$0	\$1,004,500
2020-2021	\$1,250,000	\$0	\$0	\$1,250,000
2021-2022	\$1,500,000	\$0	\$0	\$1,500,000
2022-2023	\$1,500,000	\$0	\$0	\$1,500,000

^{*}Note: The proposed Budget agreed upon at the Joint City/County Commission in May 2019 included funding for the closure of Dignity Village over a two year period, at a total budget of \$741,883. The funding needed in FY 2019-20 is \$509,000 of which the City has committed \$254,500; and the County is proposing to allocate \$250,000. Further discussion by the City and County Commissions is needed to determine the additional funding required in the amount of \$232,883 in FY 2020-21.



12 SE 1st Street Gainesville, Florida

Agenda Item Summary

Agenda Date: 9/23/2019 Agenda Item No.:

Agenda Item Name:

8th and Waldo Corridor Update

Presenter:

Edgar Campa-Palafox, 352-264-6908

Description:

City of Gainesville Community Redevelopment Agency

Recommended Action:

Policy Discussion

Prior Board Motions:

In May 2018, the Board entered an inter-local agreement with the Gainesville CRA and City of Gainesville. There are 2 substantive sections to the agreement. 1) College Park University Heights Trust Fund to address the level of funding of the County. The millage was reduced to match the City of Gainesville's for the December 2018 payment. 2) Design a Process for the Future of CRAs.

Fiscal Consideration:

Contributions to the City of Gainesville CRAs for FY19 were approximately \$4.2 Million

Background:

On September 2019, the City of Gainesville Commission approved an Ordinance 181001 dissolving the CRA and creating the Gainesville Community Redevelopment Agency

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INTERLOCAL AGREEMENT BETWEEN GAINESVILLE COMMUNITY REDEVELOPMENT AGENCY, CITY OF GAINESVILLE AND ALACHUA COUNTY

, 2018, by and between the GAINESVILLE COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic existing under the laws of the State of Florida, ("CRA") and the CITY OF GAINESVILLE, a Florida municipal corporation, ("City) and Alachua County, a charter county and political subdivision of the State of Florida ("County"). The CRA, City and County are collectively referred to as the "Parties".

WHEREAS, the CRA, City and County are authorized by Section 163.01, Florida Statutes, to enter into interlocal agreements;

WHEREAS, the City first created a Downtown/Community Redevelopment Agency in 1979, and named the City Commission as Agency board members:

WHEREAS, the City created the College Park University Heights Redevelopment District (CPUH) in 1994;

WHEREAS, the County was not chartered at the time of creation of the CRA Board and thus has been obligated to provide 95% of its tax increment (calculated per the Statute at the County's millage rate) over the base year without any formal role in or opportunity to oppose a redevelopment plan (State Statutes now provide such for CRA's that are created or amended more recently);

WHEREAS, the County's millage rate for fiscal year 2017 was 8.4648 mills and the City's millage for the same year was 4.7474 mills;

WHEREAS, both the City and the County have discussed reducing CRA tax increment contributions and using that revenue for other purposes;

WHEREAS, the CRA has been very successful in catalyzing redevelopment in the CPUH area and increasing the tax assessed value of properties to the benefit of the City, County and CRA;

WHEREAS, the increase in assessed value of property within the CPUH area has been so successful that the County's contribution in tax increment to the

CPUH Redevelopment Trust Fund can be reduced to the same millage that the City contributes and the CPUH Area will be able to continue to meet its debt obligations and, with some revision, be able to continue to implement the CPUH Redevelopment Plan;

WHEREAS, Section 163.387(3)(b), Florida Statutes, allows for alternate provisions regarding a redevelopment trust fund to be set forth in an interlocal agreement between a taxing authority and the governing body that created the CRA to supersede the provisions of Section 163.387 with respect to that taxing authority. The CRA may be an additional party to any such agreement; and

WHEREAS, Section 163.01, Florida Statutes, allows for local governments to work together utilizing their respective resources to work on mutually beneficial solutions to issues of concern - such as engaging in a collaborative design process to rethink, envision and design the future of the CRA.

NOW THEREFORE, in consideration of the foregoing premises and covenants contained herein, the Parties agree as follows:

Section 1. CPUH Redevelopment Trust Fund.

- (A) The County will contribute tax increment to the CPUH Redevelopment Trust Fund calculated using the millage rate that the City imposes on itself through adoption of its General Fund millage each year. The County's first payment utilizing this calculation shall be for calendar year 2018 and shall be made to the CPUH Redevelopment Trust Fund on or before January 1, 2019.
- (B) The City Commission will hold a public hearing(s) to consider adoption of an ordinance amending Section 2-413 of the City Code of Ordinances titled "College Park/University Heights CRA; trust fund" to reflect the revised calculation set forth in (A).
- (C) The City shall continue to contribute tax increment calculated at the City's millage rate into the CPUH Redevelopment Trust Fund.
- (D) The CRA shall update its budget and continue to carry out the CPUH Redevelopment Plan making such adjustments as are necessary based on the reduced tax increment.
- (E) It is the intent of the parties that the provisions of this Section which conflict with provisions of the Community Redevelopment Act of 1969, as amended, shall control.

- 72 Section 2. Design Process for Future of CRA. The Parties agree to actively engage
- 73 In a collaborative process (outlined below) asking themselves "How might we rethink,
- 74 envision and design the future of the CRA?"

- 75 (A) Beginning immediately, the City and County Commissions will hold joint meetings.
- 76 The meetings will be a roundtable format to encourage discussion among the
- 77 Commissioners and will be held at locations that are conducive to that format.
- 78 (B) The first joint meetings will focus on the function of the CRA, such as:
- What is the work we want to continue? Are there other types of work we want to engage in affordable housing, economic development, resolving parking issues, small business assistance, job creation or other things? Should and can we prioritize? How will we measure success?
 - What level of funding is necessary to implement the work?
- 84 3. What is the geographic area(s) in which the work will be done?
- Will the plan of work evolve and continue in perpetuity or will it be for a term of years?
- 87 (C) Once consensus is developed around the function, later joint meetings will focus 88 on the form of the CRA, such as:
- What is the legal structure? Do we retain a Chapter 163, Part III, CRA? Do we create a new special district?
- 91 2. What will be the roles of the County and the City? Who will serve on the governing body?
- 93 3. Is funding contributed based on tax increment generated or some other way, such as a fixed amount or percentage of the budget each year?

 95 Have adequate provisions been made for existing CRA debt and obligations?
- 97 (D) CRA, City and County staff, designated by the Managers, will work together to 98 determine meeting locations, prepare an agenda and back-up materials for the joint 99 meetings, and to answer questions from and provide information requested by 100 Commissioners.
- 101 (E) The County will consider reinvesting the funds it receives from its reduced CPUH
 102 tax increment contributions into projects of mutual interest, such as affordable housing,
 103 fire services, eastside development and/or homeless services.

- 104 (F) It is the intent of the parties to complete these discussions by September 30,
- 2018, prior to the 2019 State Legislative Session.
- 106 Section 3. Indemnification. Each party shall be solely responsible for the negligent or
- 107 wrongful acts of its officials, agents and employees.
- 108 Section 4. Sovereign Immunity. Nothing in this Agreement shall be interpreted as a
- waiver of any Parties sovereign immunity as granted under Section 768.28, Florida
- 110 Statutes.
- 111 Section 5. Termination. Section 1 of this Agreement may not be terminated unless by
- mutual agreement of the City and County. Section 2 of this Agreement may be
- terminated by either the City or the County if, after good faith efforts, they either reach
- consensus and develop a mutually agreeable solution or either party desires to cease
- 115 such efforts.
- 116 Section 6. Filing of Agreement. The County, upon execution of this Agreement, shall
- 117 file the same with the Clerk of the Circuit Court in the Official Records of Alachua
- 118 County, as required by Section 163.01(11), Florida Statutes.
- 119 Section 7. Public Records.
- 120 Each Party shall meet the requirements of Chapter 119, Florida Statutes, for retaining
- public records and transfer, at no cost, to any other requesting Party, copies of all public
- records regarding the subject of this Agreement which are in the possession of the
- 123 Party. All records stored electronically shall be provided to the requesting Party in a
- 124 format that is compatible with the information technology systems of the requesting
- 125 Party.
- 126 Section 8. Applicable Law and Venue. This Agreement shall be governed by and
- construed in accordance with the laws of the State of Florida, notwithstanding any
- Florida conflict of law provision to the contrary. In the event of any legal action under
- this Agreement, venue shall be in Alachua County, Florida.
- 130 Section 9. Notices.
- Any notices from either party to the other party must be in writing and sent by certified
- mail, return requested, overnight courier service or delivered in person with receipt to
- 133 the following:

City:

City of Gainesville Attn: City Manager 200 E. University Ave., Suite 408

Gainesville, FL 32601

CRA:

Gainesville Community Redevelopment Agency Attn: CRA Director

802 NW 5th Avenue, Suite 200

Gainesville, FL 32601

County:

Alachua County, Florida Attn: County Manager 12 SE 1st Street Gainesville, FL 32601

With copy to:

Clerk of the Court
Attn: Finance & Accounting
12 SE 1st Street, 3rd Floor
Gainesville, FL 32601

and

Office of Management and Budget Attn: Contracts 12 SE 1st Street, 2nd Floor Gainesville, FL 32601

- Section 10. 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.
- 137 Section 11. Integration/Merger. This Agreement contains the entire agreement and
- understanding of the Parties regarding the matters set forth herein and supersedes all
- 139 previous negotiations, discussions, and understandings, whether oral or written,
- 140 regarding such matters. The Parties acknowledge that they have not relied on any
- promise, inducement, representation, or other statement made in connection with this
- agreement that is not expressly contained in this Agreement. The terms of this
- 143 Agreement are contractual and not merely recital.
- 144 Section 12. Modification and Walver. The provisions of this Agreement may only be
- modified or waived in writing signed by all the Parties. No course of dealing shall be
- deemed a waiver of rights or a modification of this Agreement. The failure of any party
- to exercise any right in this Agreement shall not be considered a waiver of such right.
- No waiver of a provision of the Agreement shall apply to any other portion of the
- Agreement. A waiver on one occasion shall not be deemed to be a waiver on other
- 150 occasions.

- Section 13. Captions and Section Headings. Captions and section headings used 151
- herein are for convenience only and shall not be used in construing this Agreement. 152
- Section 14. Successors and Assigns. The Parties each bind the other and their 153
- respective successors and assigns in all respects to all the terms, conditions, 154
- 155 covenants, and provisions of this Agreement.
- 156 Section 15. Third Party Beneficiaries. This Agreement does not create any
- relationship with, or any rights in favor of, any third party. 157
- 158 Section 16. 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 159
- been prepared by one of the Parties. It is recognized that all Parties have substantially 160
- contributed to the preparation of this Agreement. 161
- Section 17. Counterparts. This Agreement may be executed in any number of and by 162
- the different Parties hereto on separate counterparts, each of which when so executed 163
- shall be deemed to be an original, and such counterparts shall together constitute but 164
- one and the same instrument. 165

GAINESVILLE	COMMUNITY
REDEVELOPM	ENT AGENCY

Adrian Hayes Santos Executive Director

Chairman Anthony Lyons

Attest:

Approved as to form and legality:

Omichele D. Gainey Clerk of the CRA Board

Lisa C. Bennett **CRA Attorney**

CITY OF GAINESVILLE

By:

Lauren Poe

Mayor

une 13,2018

Attest:

Omichele D. Gainev

Clerk of the City Commission

Approved as to form and legality:

Nicolle Shalley

City Attorney

ALACHUA COUNTY, FLORIDA

Bv:

Lee^VPinkoson Chairman

Board of County Commissioners

Attest:

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Jesse K. Irby, II

Clerk of the Board of County Commissioners

Approved as to form and legality:

Sylvia Torres, Interim County Attorney

City Attorney

ORDINANCE NO. 181001

An ordinance of the City of Gainesville, Florida, deleting in its entirety existing Chapter 2, Article V, Division 9 titled Community Redevelopment Agency, and replacing it with a new Chapter 2, Article V, Division 9 titled Gainesville Community Reinvestment Area in the City of Gainesville Code of Ordinances; providing directions to the codifier; providing a severability clause; providing a repealing clause; providing an effective date; and providing for dissolution of the Gainesville Community Redevelopment Agency and transfer to and acceptance of its assets and liabilities by the City.

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WHEREAS, the Municipal Home Rule Powers Act, Chapter 166, Florida Statutes, secures for municipalities the broad exercise of home rule powers granted by Article VIII, Section 2 of the Florida Constitution, including the exercise of any power for municipal purposes not expressly prohibited by law; and WHEREAS, the Chapter 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969", empowers "local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities;" and WHEREAS, historically, the City has carried out Community Redevelopment work through a Community Redevelopment Agency that it first created in 1979 and has maintained since under the authority of Part III of Chapter 163, Florida Statutes, known as the "Community Redevelopment Act of 1969;" however, the City and County are authorized by Section 163.400 of that Act to "enter into agreements, which may extend over any period, notwithstanding any provision or rule of law to the contrary . . . respecting action to be taken pursuant to any of the

- 1 powers granted by this part, including the furnishing of funds or other assistance in connection
- 2 with community redevelopment and related activities;"
- 3 WHEREAS, the City of Gainesville and Alachua County have now entered into an Agreement
- 4 dated April 9, 2019, and recorded on April 11, 2019, in Official Record Book 4675, Page 2154, of
- 5 the Public Records of Alachua County, Florida, which sets forth how they intend to cooperate in
- 6 contributing to and carrying out Community Redevelopment work by the City within an area
- 7 comprised of the four City CRA areas and by the County within the Gainesville Metropolitan Area;
- 8 and
- 9 WHEREAS, this ordinance sets forth how the City will dissolve the Gainesville Community
- 10 Redevelopment Agency, a dependent special district under Florida law, and will proceed to carry
- out Community Redevelopment work by the City within an area comprised of the four former
- 12 CRA Areas in accordance with the Agreement and outside of the parameters of the "Community
- 13 Redevelopment Act of 1969"; and
- 14 WHEREAS, at least ten days' notice has been given once by publication in a newspaper of general
- 15 circulation notifying the public of this proposed ordinance and of public hearings in the City Hall
- 16 Auditorium located on the first floor of City Hall in the City of Gainesville; and
- 17 WHEREAS, public hearings were held pursuant to the notice described above at which hearings
- 18 the parties in interest and all others had an opportunity to be and were, in fact, heard.
- 19 NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF GAINESVILLE,
- 20 FLORIDA:
- 21 **SECTION 1.** Chapter 2, Article V, Division 9 COMMUNITY REDEVELOPMENT AGENCY of the
- 22 City of Gainesville Code of Ordinances is deleted in its entirety and replaced as follows.

DIVISION 9. - COMMUNITY REDEVELOPMENT AGENCY

Sec. 2-406. - Community redevelopment agency.

The city commission of the City of Gainesville shall constitute the community redevelopment agency.

Sec. 2-407. - Membership and terms.

Each member of the commission shall be a member of the community redevelopment agency during his or her term of office.

Sec. 2-408. - Bylaws and internal governance.

The community redevelopment agency shall formulate and may amend its own rules of procedure and written bylaws. A majority of the agency's membership shall constitute a quorum, and all action shall be taken by a vote of at least a majority of the quorum unless in any case the bylaws shall require a larger number. The agency shall designate a chair and vice chair from among the members. The agency shall hold such meetings as are necessary to fulfill its redevelopment responsibilities and shall provide in its bylaws for holding special meetings. All meetings shall be given public notice and shall be open to the public.

Sec. 2-409. - Bylaws and governance.

The community redevelopment agency may employ an executive director who shall serve at the pleasure of the members of the agency. The agency may appoint the city manager to serve as executive director and may request the services of such other technical experts, agents and employees of the city as it may require; or the agency may employ such technical experts, agents and employees as it may require and determine their qualifications, duties and compensation. For such legal service as it may require, the agency may employ or retain its own counsel and legal staff or utilize the services of the law department.

The agency shall create an advisory board to represent each of the districts within the community redevelopment area. To the extent possible members of each advisory board should reside or work in the district to which he or she is appointed. Each board will serve in an informal advisory capacity. Spending authority will reside with the community redevelopment agency. Staff support for the advisory boards will be under the direction of the executive director of the community redevelopment agency.

The agency shall file with the city commission and with the auditor general on or before March 31 of each year, a report of its activities for the preceding calendar year, which report shall include a complete financial statement setting forth its assets, liabilities, income and operating expense as of the end of the calendar year. At the time of filing the report, the agency shall publish in a newspaper of general circulation in the community a notice to the effect that the report has been filed with the city and the report is available for inspection during business hours in the office of the clerk of the city commission and in the office of the agency.

Sec. 2-410. Boundaries of the Downtown Expansion redevelopment area.

- (a) The following described area has been designated as a slum or blighted area and found to be appropriate for a community redevelopment project by Resolution No. R81-74 passed September 21, 1981 and Resolution 001008 passed February 26, 2001. The area described in subsections (b) and (c) shall be the community redevelopment area in which the agency shall undertake activities for the elimination and prevention of the development and spread of slums and blight in accordance with this division.
- (b) The area shall consist of all the territory lying within the following boundaries:

Beginning at the intersection of NE 6th Avenue and NE 1st Street proceed South on NE 1st Street to NE 2nd Avenue; thence run east on NE 2nd Avenue to NE Boulevard; thence run South along NE Boulevard and Sweetwater Branch to SE 4th Place; thence run West on SE 4th Place to SE 2nd Street; thence run South on SE 2nd Street to SE 5th Avenue; thence West on SE 5th Avenue to South Main Street, thence North on South Main Street to SW 4th Avenue; thence West on SW 4th Avenue to SW 5th Street; thence North on SW 5th Street to SW 2nd Avenue; thence West on SW 2nd Avenue to SW 5th Terrace; thence North on SW 5th Terrace to West University Avenue; thence West on West University Avenue to NW 6th Street; thence North on NW 6th Street to NW 2nd Avenue; thence East on NW 2nd Avenue to a point 150 feet west of the west right-of-way line of NW 2nd Street (being also a point on the west line of Lots 1 and 2 of Block 18 of the Baird Replat as per Plat Book "A", page 96, being a replat of a portion of Brush's Addition as per Deed Book "O", page 218, all as recorded in the Public Records of Alachua County, Florida); thence run North to NW 3rd Avenue; thence run East on NW 3rd Avenue to NW 1st Street; thence run North on NW 1st Street to NW 6th Avenue; thence run East on NW and NE 6th Avenue to the point-of-beginning, and close. All lying and being in the City of Gainesville, Florida.

Less and except the following described parcels:

1. Lot #9 and the west 170 feet of Lot #4 of Brush's Addition, as per Deed Book "O", page 218, a replat of Block 28 as per Plat Book "A", page 71, of the Public Records of Alachua

- County, Florida, also known as tax parcel #14536 and #14544 and the south 104 feet of tax parcel #14537;
- 2. Commence 138 feet east and 43 feet south of the northwest corner of the Southeast one-quarter (SE ¼) of Section 5, Township 10 South, Range 20 East, for the point-of-beginning; thence run South along the east right-of-way line of SW 5th Terrace 581 feet more or less to its intersection with the north right-of-way line of SW 2nd Avenue; thence run East along the said north line of SW 2nd Avenue, 160.95 feet; thence run North 285.5 feet; thence run West 25.9 feet; thence run North 296 feet more-or-less, to the south right-of-way line of West University Avenue; thence run West 118.9 feet along said south right-of-way line to the point-of-beginning, and close. Said area also known as tax parcel #12939, 12940, 12942 and 12942-1; and
- 3. Lots 5 and 8 of Block 2; Lots 1 and 4 of Block 2, (less any right-of-way); Lot 5 and the South one half (S½) of Lot 6, Block 1, all in the Parrish and Parrish Addition to Gainesville, as per Plat book "A", page 107 of the Public Records of Alachua County, Florida.
- (c) The area shall consist of all the territory lying within the following boundaries:

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Beginning at the intersection of the centerline of NE 2nd Avenue and the centerline of NE Boulevard, proceed east along the centerline of NE 2nd Avenue to the centerline of NE 7th Street; thence north along the centerline of NE 7th Street to the centerline of NE 3rd Avenue; thence east along the centerline of NE 3rd Avenue to the centerline of Waldo Road; thence south along the centerline of Waldo Road to the centerline of the abandoned Seaboard Coast Railroad right-ofway (being known as part of parcel number 12745-300); thence southwest along the centerline of said property to the centerline of SE 4th Street; thence southeast along the centerline of SE 4th Street to the centerline of SE 10th Avenue; thence southwest along the centerline of SE 10th Avenue to the western boundary of tax parcel 15706-001 according to the Alachua County Property Appraiser's records; thence south along the western boundary of 15706-001 to the centerline of a southeasterly extension of SE 10th Avenue; thence Northwest along said southeasterly extension and along the centerline of SE 10th Avenue to the centerline of S Main Street; thence north along the centerline of Main Street to the centerline of SW Depot Avenue; thence westerly along the centerline of SW Depot Avenue to the centerline of SW 6th Street; thence north along the centerline of SW 6th Street to the south line of W University Avenue; thence east along the south line of W University Avenue 119 feet east of the east line of SW 5th Terrace; thence south 296 feet; thence run East 25.9 feet; thence run South 285.5 feet to the north line of SW 2nd Avenue; thence east along the north line SW 2nd Avenue to the centerline of SW 5th Street; thence south along the centerline of SW-5th Street to the centerline of SW-4th Avenue; thence east along the centerline of SW 4th Avenue to the centerline of S Main Street; thence south along the centerline of Main Street to the centerline of SE 5th Avenue, thence east

along the centerline of SE 5th Avenue to the centerline of SE 2nd Street; thence north along the centerline of SE 2nd Street to the centerline of SE 4th Place; thence east to the southerly extension of the east line of Lot 7 of Block 2; thence run North along said southerly extension and along the east line of Lot 7 and Lot 6 to the northeast corner of Lot 6; thence run East to the east line of SE 5th Street; thence run South along said east line to the northwest corner of Lot 5 of Block 1; thence run East along the north line of said Lot 5 and along the north line of Lot 6 of Block 1, (all in the Parrish and Parrish Addition to Gainesville, as per Plat Book "A", page 107 of the Public Records of Alachua County, Florida) to the centerline of Sweetwater Branch; thence run north along said Sweetwater Branch and along the centerline of NE Boulevard to its intersection with the centerline of NE 2nd Avenue; being the Point-of-Beginning, and close

TOGETHER WITH THE FOLLOWING DESCRIBED PARCELS:

Beginning at the intersection of the centerlines of NW 6th Street and NW 2nd Avenue proceed East along the centerline of NW 2nd Avenue to the east property line of tax parcel 14536; thence south along the east property line of tax parcel 14536 to the north property line of tax parcel 14544; thence East to the west line of tax parcel 14543; thence run South along said west line to the north line of NW 1st Avenue; thence west along the north line of NW 1st Avenue to the centerline of NW 6th Street; thence North along the centerline of NW 6th Street to the Point-of-Beginning.

AND:

Beginning at the intersection of the centerlines of NW 1st Street and NW 8th Avenue proceed east along the centerline of NW 8th Avenue to the centerline of NE 1st Street; thence south along the centerline of NW 1st Street to the centerline of NE 6th Avenue; thence west along the centerline of NE 6th Avenue to the centerline of NW 1st Street; thence north along the centerline of NW 1st Street to the Point-of-Beginning.

Sec. 2-410.1. - Boundaries of the N.W. Fifth Avenue Neighborhood/Pleasant Street area.

Commence at the intersection of N.W. 8th Avenue and N.W. 1st Street as the Point-of-Beginning: thence run South along N.W. 1st Street to N.W. 3rd Avenue: thence run West to a point 150 feet west of the west right-of-way line of N.W. 2nd Street (being also a point on the west line of Lots 1 and 2 of Block 18 of the Baird Replat as per Plat Book "A", page 96, being a replat of a portion of Brush's Addition as per Deed Book "O", page 218 all as recorded in the Public Records of Alachua County. Florida); thence run south to N.W. 2nd Avenue; thence run west along N.W. 2nd Avenue to N.W 6th Street: thence run north along N.W. 6th Street to N.W. 3rd Avenue; thence run west along N.W.

3rd Avenue to N.W. 13th Street; thence run north along N.W. 13th Street to N.W. 8th Avenue; thence run east along N.W. 8th Avenue to its intersection with N.W. 1st Street being the point of beginning, and close. All lying and being in the City of Gainesville, Florida.

Sec. 2-410.2. - Boundaries of the College Park/University Heights community redevelopment

- (a) The following described area has been designated as a slum or blighted area and found to be appropriate for a community redevelopment project by Resolution No. R-94-63 passed September 26, 1994 and Resolution 050067 passed June 13, 2005. The area described in subsections (b) and (c) shall be the Community Redevelopment Area in which the agency shall undertake activities for the elimination and prevention of the development and spread of slums and blight in accordance with this division.
- (b) The area shall consist of all the territory lying within the following boundaries:

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Commence at the point of intersection with a southerly extension of the east right-of-way line of S.W. 6th Street and the south line of the abandoned Seaboard Coastline Railroad right-of-way (a/k/a the Department of Transportation Depot Avenue Rail Trail) as the point of beginning; thence run south and southwesterly along said south line to the west right-of-way line of S.W. 13th Street, thence run north along said west right-of-way line to the south right-of-way line of West University Avenue; thence run west along said south right-of-way line to the west right-of-way line of N.W. 20th Terrace; thence run north along said west right-ofway line to the north right-of-way line of N.W. 3rd Avenue; thence run east along said north right-of-way line to the west right-of-way line of N.W. 20th Street; thence run north along said west right-of-way to the north right-of-way line of N.W. 5th Avenue; thence run east along said north right-of-way line to the west right-of-way line of N.W. 15th Street; thence run north along said west right-ofway line to the north right-of-way line of N.W. 7th Avenue; thence run east along said north right-of-way line to the west right-of-way line of N.W. 13th Street; thence run south along said west right-of-way line to the north right-of-way line of N.W. 3rd Avenue; thence run east along said north right-of-way line to the east right-of-way line of N.W. 6th Street; thence run south along said east right-of-way line to the intersection of a southerly extension of the east right-of-way line of S.W. 6th Street and the south line of the abandoned Seaboard Coastline Railroad right-of-way (a/k/a the Department of Transportation Depot Avenue Rail Trail) being the point-of-beginning, and close. All lying and being in the city.

(c) The area shall consist of all the territory lying within the following boundaries:

All of the platted and unplatted lands and rights of way lying within Section 8, Township 10 South, Range 20 East, Alachua County, Florida, lying south of the

northerly rights-of-way line of the Southwest Depot Avenue (on its west end intersecting the northerly extension of the west right-of-way line of Southwest 13th Street, and lying south of the northerly line of Parcel #15539-200-000 and an easterly extension thereof intersecting the northerly extension of the easterly right of way line of Main Street); and lying west of said easterly right of way line of South Main Street (on its north end intersecting the easterly extension of said northerly line of Parcel #15539-200-000, and on its south end intersecting the easterly extension of southerly right-of-way line of Southwest 16th Avenue); and lying north of said southerly right-of-way line of Southwest 16th Avenue (or its east end intersecting the southerly extension of said easterly right-of-way line of South Main Street, and on its west end intersecting the southerly extension of the aforesaid west right-of-way line of Southwest 13th Street); and lying east of said west right-of-way line of Southwest 13th Street (on its south end intersecting the westerly extension of said southerly right-of-way line of Southwest 16th Avenue, and on its north and intersecting the westerly extension of the aforesaid right-ofway line of Southwest Depot Avenue). All lying and being in the City of Gainesville. Florida.

Sec. 2-410.3. Boundaries of the Eastside Community Redevelopment Area.

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(a) The following described area has been designated as a slum or blighted area and found to be appropriate for a community redevelopment project by: Resolution No. 000728, passed November 27, 2000; Resolution 060217, passed July 10, 2006; Resolution 080712 and Resolution 080713, passed on January 15, 2009. The area described in subsections (b), (c), (d) and (e) shall be the community redevelopment area in which the agency shall undertake activities for the elimination and prevention of the development and spread of slums and blight in accordance with this division.

(b) The area shall consist of all the territory lying within the following boundaries:

An area of land located in Sections 3, 4, 9, 33 and 34 of Township 10 South, Range 20 East of Alachua County, Florida, being more particularly described as follows:

Commence at the southeast corner of the intersection of NE 15th Street and NE 16th Avenue, as the point-of-beginning; from said point-of-beginning run east along the south right-of-way line of said NE 16th Avenue (and an easterly extension thereof) to a point lying on the northeasterly right-of-way line of the abandoned Seaboard Coastline Railroad property (parcel number 10812-300-000) also known as the Rail-to-Trail property; thence run in a Southwesterly direction to a point on the south line of a City of Gainesville drainage ditch as per Official Record Book 573, page 33, of the Public Records of Alachua County, Florida; thence run along said south line to the east line of Section 34, Township 9 South, Range 20 East; thence run south along said east line to a point lying on the south right-of-way line of NE 8th Avenue; thence run west along said south right-of-way

line to the east right-of-way line of NE 25th Street; thence run south along the east right-of-way line of said NE 25th Street to the south right-of-way line of East University Avenue; thence run west along said south right-of-way line of East University Avenue to the east right-of-way line of SE 21st Street; thence run south along said east right-of-way line of SE 21st Street to a point on an easterly extension of the south right-of-way line of SE 6th Avenue; thence run west along said south right-of-way line extension and along the south right-of-way line of SE 6th Avenue to the west right-of-way line of SE 17th Terrace; thence run north along said west right-of-way line of SE 17th Terrace to the south right-of-way line of SE 4th Avenue, thence run West along said south right-of-way line of SE 4th Avenue to the east right-of-way line of SE 15th Street; thence run south along said east right-of-way line of SE 15th Street to its intersection with the south line of Section 4, Township 10 South, Range 20 East; thence run west along said south right-of-way line of Section 4, Township 10 South, Range 20 East to its intersection with the west right-of-way line of SE 12th Street; thence run south 10 feet; thence run west to the east right-of-way line of SE 11th Street; thence run south along said east right-of-way line of SE 11th Street to an easterly extension of the south right-of-way line of SE 9th Avenue; thence run west along said southerly extension and along the south right-of-way line of SE 9th Avenue to a point lying 119 feet east of the east right-of-way of SE 7th Street (being also the east line of tax parcel number 16044-000-000); thence run south to the south right-of-way line of SE 9th Place and a westerly extension thereof to the west right-of-way line of SE 4th Street; thence run northwesterly along said westerly right-of-way line of SE 4th Street to the south right-of-way line of the abandoned Seaboard Coastline Railroad property, tax parcel number 12745-300-000 (also known as the Rail-to-Trail property); thence run easterly and northeasterly along said right-of-way line of the abandoned Seaboard Coastline Railroad property to the north right-of-way line of NE 3rd Avenue; thence run west along said north right-of-way line of NE 3rd Avenue to the east right-of-way line of NE 12th Court; thence run north along said east right-of-way line of NE 12th Court to a creek branch; thence run northwesterly along aid creek branch (being also the south line of tax parcel 12560-000-000) to the east line of Lot 1, Block 1, Range 5 of Doig and Robertson edition as per Deed Book "W", page 437, of the Public Records of Alachua County, Florida; thence run north to the south right-of-way line of NE 5th Avenue; thence run east along said south right-of-way line to a southerly extension of the east line of Sperry Heights, a subdivision as per Plat Book "E", page 1, of the Public Records of Alachua County, Florida; thence run northeasterly along said east line of Sperry Heights Subdivision to the south right-of-way line of NE 6th Place; thence run west along said south line of NE 6th Place to the west right-of-way line of NE 12th Street; thence run north along said west right-of-way line of NE 12th Street to the south right-of-way line of NE 8th Avenue; thence run east along said south right-

of-way line of NE 8th Avenue to a southerly extension of the easterly right-of-way line of NE 14th Street; thence run northerly and northeasterly along said southerly extension and along said easterly right-of-way line of NE 14th Street and along the easterly right-of-way line of NE 15th Street to the southeast corner of the intersection of NE 15th Street and NE 16th Avenue, being the point-of-beginning, and close. All lying and being in the City of Gainesville, Florida; containing 952 acres more or less.

(c) The area shall consist of all the territory lying within the following boundaries:

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An area of land situated in sections 3, 9 and 10 of Township 10 South, Range 20 East of Alachua County, Florida, being more particularly described as follows: Commence at the intersection of the west right-of-way line of S.E. 21st Street and the north line of lot 104 of New Gainesville as recorded in plat book "A", page 66 of the public records of Alachua County, Florida (henceforth abbreviated PRACF), said point also being the southeasterly most corner of the existing Eastside Community Redevelopment Association East boundary line, and the point-ofbeginning; thence run north along said east line and the west right-of-way line of S.E. 21st Street to the south right-of-way line of State Road 20 (also known as S.E. Hawthorne Road); thence leaving said east line run southeast along the south right-of-way line of State Road 20 to the northwest corner of tax parcel number 11344 also being that parcel described in Official Records Book (ORB) 2189, page 2886; thence run southwest and south along the west line of said tax parcel to the southwest corner of said tax parcel, said point being on the south line of lot 107 of the aforementioned New Gainesville and on the easterly extension of the north right-of-way line of S.E. 8th Avenue; thence run west along the south line of lots 107 thru 101 of said New Gainesville also being the easterly extension of the north right-of-way line of S.E. 8th Avenue and the north right-of-way line thereof to a point on the northerly extension of the west line of Lincoln Estates 2nd Addition as per plat book "G", page 36 of the PRACF; thence run south along the northerly extension of the west line of Lincoln Estates 2nd Addition and the west line thereof to the southwest corner of Lincoln Estates 2nd Addition, said point being on the north line of Lincoln Estates 1st Addition as per plat book "F", page 38 of the PRACF; thence run west along the north line of Lincoln Estates 1st Addition to the northwest corner of Lincoln Estates 1st Addition, said point being on the east line of Lincoln Estates as per plat book "F", page 19 PRACF; thence run north along the east line of said Lincoln Estates to the northeast corner thereof; thence run west along the north line of said Lincoln Estates to the northwest corner thereof also being a point on the east right-of-way line of S.E. 15th Street; thence run north along the east right-of-way line of S.E. 15th Street to the easterly extension of the north right-of-way line of S.E. 11th Avenue; thence run west along the easterly extension of the north right-of-way line of S.E. 11th Avenue and the north right-

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of-way line thereof and the westerly extension of the north right-of-way line thereof to the west right-of-way line of S.E. 12th Street; thence run south along the west right-of-way line of S.E. 12th Street to the north right-of-way line of S.E. 11th Avenue; thence run west along the north right-of-way line of S.E. 11th Avenue to the east right-of-way line of State Road 331 (also known as S.E. Williston Road); thence run southwesterly along the east right-of-way line of State Road 331 to the south right-of-way line of S.E. 13th Avenue; thence run east along the south right-of-way line of S.E. 13th Avenue to the west right-of-way line of S.E. 15th Street; thence run south along the west right-of-way line of S.E. 15th Street to the westerly extension of the south line of tax parcel number 16107-504 as described in ORB 495, page 247; thence run east along the westerly extension of the south line of said tax parcel and the south line thereof and north along the east line of said tax parcel to the northeast corner of said tax parcel, said point being on the south line of Wedgewood 1st Addition as per plat book "H", page 5 of the PRACF; thence run East along the south line and north along the east line of Wedgewood 1st Addition to the northeast corner thereof also being a point on the south right-of-way line of S.E. 15th Avenue; thence run east along the south right-of-way line of said S.E. 15th Avenue also being the north line of tax parcel number 16107-200 to the northeast corner of said tax parcel as described in ORB 1994, page 279 of the PRACF; thence run along the boundary of said tax parcel the following 6 courses: South to the northeast corner of the east one half (1/4) of the southeast one quarter (%) of the southwest one quarter (%) of section 10. Township 10 South, Range 20 East (E 1/2 of the S.E. 1/4 of the SW 1/4 of S10-T10S-R20E); thence west along the north line of said E 1/2 of the S.E. 1/4 of the S.W. 1/4 of \$10-T10S-R20E to the northwest corner thereof; thence South along the west line of said E ½ of the S.E. ¼ of the SW ¼ of S10-T10S-R20E to the southwest corner thereof; thence West along the south line of said section 10-T10S-R20E to the southeast corner of Chas Baltimore Subdivision, an unrecorded subdivision (with 2 current parcels described in ORB 2138, page 2076 and 1902, page 2536, respectively) also described as the south 420 feet of the west 210 feet of the SW ¼ of said S10-T10S-R20E and being a point on the north right-of-way line of S.E. 23 RD Place; thence north along the west line of Chas Baltimore Subdivision and the south 420 feet of the west 210 feet of said \$ 10-T10S-R19E to the northeast corner thereof; thence west along the north line of said Chas Baltimore Subdivision and the S 420 feet of the west 210 feet to a point on the east right-of-way line of S.E. 15-th-Street; thence North along the east right-of-way, line of said S.E. 15-th-Street to a point opposite of and perpendicular to the southeast corner of tax parcel number 15995-54 as described in ORB 229, page 31 of the PRACF, said corner also being on the northerly right-of-way line of S.E. 22 nd Avenue; thence leaving said boundary of tax parcel number 16107-200 run west to the southeast corner of said tax parcel number 15995-54; thence run along the southwesterly line of said

tax parcel and along the said northerly right-of-way line of S.E. 22 nd Avenue 1 2 northwesterly and west to a point on the east line of the former railroad right-of-3 way as described in ORB 2259, page 1142 of the PRACF; thence run northwesterly 4 along the east line of the said former railroad right-of-way to an intersection with 5 the northwest right-of-way line of State Road 331 (also known as S.E. Williston 6 Road); thence run southwest along the northwest right-of-way line of State Road 7 331 to the south line of the Lester Robinson Property, an unrecorded subdivision 8 as described in ORB 3256, page 447 of the PRACF; thence run west along said 9 south line to the west line of said unrecorded subdivision, said west line also being 10 the west line of section 9, Township 10 South, Range 20 East; thence run north 11 along the west line of said section 9 to an intersection with the centerline of 12 Sweetwater Branch; thence run northeast along the centerline of Sweetwater 13 Branch to the north right-of-way line of S.E. 13th Avenue; thence run east along 14 the north right-of-way line of S.E. 13th Avenue and the easterly extension thereof 15 to the southerly extension of the east right-of-way line of S.E. 10th Street; thence 16 run north along said southerly extension and the east right-of-way line of S.E. 10th 17 Street to the north right-of-way line of S.E. 9th Avenue and a point on the 18 southerly line of the existing Eastside Community Redevelopment Association 19 Boundary; thence continue along said southerly line of the existing Eastside 20 Community Redevelopment Association boundary the following seven courses: 21 East along the north right-of-way line of S.E. 9th Avenue to the west right-of-way line of State Road 331 (also known as S.E. 11-th-Street); thence north along the 22 23 west right-of-way line of state road 331 to the north right-of-way line of S.E. 8th 24 Avenue; thence East along the north right-of-way line of S.E. 8th Avenue to the 25 west right-of-way line of S.E. 15th Street; thence north along the west right-of-26 way line of S.E. 15th Street to the westerly extension of the north right-of-way line 2.7 of S.E. 4th Avenue; thence east along the westerly extension of the north right-of-28 way line of S.E. 4th Avenue and the north right-of-way line thereof to the northerly 29 extension of the east right-of-way line of S.E. 17th Terrace; thence south along the 30 northerly extension of the east right-of-way line of S.E. 17th Terrace, the east 31 right-of-way line and a southerly extension thereof to the south right-of-way line 32 of S.E. 6th Avenue, also being a point on the north line of lot 100 of the 33 aforementioned New Gainesville; thence east along the south line of lots 100 thru 34 104 of said New Gainesville also being the south right of-way line of S.E. 6th 35 Avenue and the easterly extension thereof to the west right-of-way line of S.E. 36 21st Street and the point-of-beginning.

(d) The area shall consist of all the territory lying within the following boundaries:

A tract of land situated in Sections 26, 27 and 34, Township 9 South, Range 20 East, Alachua County, Florida being more particularly described as follows:

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Commence at the intersection of the easterly projection of the south right-of-way line of Northeast 16th Avenue and the northeasterly right-of-way line of the abandoned Seaboard Coastline Railroad property [now being the easterly rightof-way line of Waldo Road (State Road 24)) and the point of beginning, said corner being on the existing CRA boundary line; thence leaving said CRA boundary line, run northerly along said easterly right-of-way line of Waldo Road to the southerly right-of-way line of Northeast 39th Avenue (State Road 222); thence run southeasterly along said southerly right-of-way line to the southerly projection of the East line of the lands as described in ORB 796, Page 238, of the Public Records of Alachua County, Florida (hereafter abbreviated ORB , Page PRACF); thence run northerly along said projection and the East line thereof to the Northeast corner of said lands; thence run West, North, and West along the northerly lines of said lands to the Northwest corner of said lands, said corner being on the easterly right-of-way line of Waldo Road (State Road 24); thence run northwesterly to the Northeast corner of the lands as described in ORB 1994, Page 1444, PRACF, said corner being on the westerly right-of-way line of said Waldo Road: thence run Northwest along the North line of said lands and the North lines of the lands as described in ORB 943, Page 108, PRACF and the lands as described in ORB 1000, Page 707, PRACF to the Northwest corner of the lands as described in ORB 1000, Page 707, PRACF; thence run Southwest along the West line of said lands to the Southwest corner of said lands, said corner being on the North rightof-way line of Northeast 39th Avenue (State Road 222); thence run Southwest to the Northwest corner of Seaboard Industrial Park, a plat as recorded in Plat Book "G" Pages 73 and 74 PRACF, said corner being on the southerly right-of-way line of said Northeast 39th Avenue (State Road 222); thence run southeasterly along said southerly right-of-way line and North line of said plat to the Northeast corner of Lot 13 of said plat; thence run southerly along the East line of said Lot 13 to the Southeast corner of said Lot 13: thence run southerly to the Northeast corner of Lot 12 of said plat; thence run southerly along the east line of said Lot 12 and the West line of the lands as described in ORB 3323, Page 196, PRACF to the Southwest corner of said lands; thence run East along the South line of said lands to the Southeast corner of said lands, said corner being on the West line of Lot 16 of said plat; thence run South along said West line and the West line of Lot 17 of said plat to the Southwest corner of said Lot 17, said corner being on the North right-ofway line of Northeast 31st Avenue; thence run West along said North right-of-way line to the northerly projection of the West right-of-way line of Northeast 21st Way; thence run Southwest along said projection and the West line thereof to the beginning of a curve concave Northwest marking the Southeast corner of Lot 119 of Hugh Edwards Industrial Center, a plat as recorded in Plat Book "E", Page 41, PRACF; thence run Southeast to the Northeast corner of Lot 134 of said plat; thence run Southwest along the East line of said Lot 134 and the East lines of Lots

135, 138, 139, 142, 143, 145, 146, 147, and 148 to the North right of way line of Northeast 23rd Avenue; thence run West along said North right of way line to the northerly projection of the West right of way line of a drainage right of way as shown in Carol Estates East, a plat as recorded in Plat Book "F", Page 10, PRACF; thence run South along said northerly projection and said West right of way line to the South right of way line of Northeast 21st Place; thence run Southeast along said South right of way line to the West right of way line of Northeast 16th Way; thence run Southwest along said West right of way line and the southerly extension thereof to a point on the South right of way line of Northeast 16th Avenue, said point being on the existing Eastside CRA boundary line; thence run East along said existing Eastside CRA boundary line and said South right of way line and the easterly extension thereof to its intersection with the northeasterly right of way line of the abandoned Seaboard Coastline Railroad property [now being the easterly right of way line of Waldo Road (State Road 24)] and the point of beginning.

(e) The area shall consist of all the territory lying within the following boundaries:

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38 39 A tract of land situated in Sections 2, 3, and 10, Township 10 South, Range 20 East, Alachua County, Florida being more particularly described as follows:

Commence at the Northeast corner of Section 10, Township 10 South, Range 20 East, Alachua County, Florida, said corner being on the existing City of Gainesville limit line per Ordinance #3865 and the point of beginning; thence run South along the East line of said Section 10 and said City of Gainesville limit line to a point on the southerly right-of-way line of Hawthorne Road (State Road No. 20), said point being on the existing CRA boundary line; thence leaving said City of Gainesville limit line run northwesterly along said southerly right-of-way line and existing CRA boundary line to the southerly projection of the easterly right-of-way line of Southeast 21st Street; thence run North along said projection and the easterly right-of-way line thereof to the southerly right-of-way line of East University Avenue (State Road 26); thence run East along said southerly right-of-way line to the southerly projection of the easterly right-of-way line of Northeast 25th Street; thence run North along said southerly projection to the northerly right-of-way line of said East University Avenue; thence leaving said existing CRA boundary line, run East along said northerly right-of-way line to a point lying 1481.74 feet East of the West line of Section 2, Township 10 South, Range 20 East and being on the existing City of Gainesville limit line as per Ordinance #3865; thence run southerly along the centerline of a drainage easement according to said ordinance to the South line of said Section 2; thence run West along said South line of Section 2 to the Southwest corner of Section 2, said corner also being the Northeast corner of Section 10, Township 10 South, Range 20 East and the point of beginning.

Sec. 2-411. - Powers.

The community redevelopment agency shall have all the powers necessary and convenient to carry out and effectuate the purposes and provisions of F.S. Ch. 163, Part III including all powers listed in F.S. § 163.370(1).

Sec. 2-412. - Downtown expansion redevelopment; trust fund.

- (a) There is hereby established a trust fund, to be separately administered and accounted for, to be known as the downtown expansion redevelopment trust fund.
 - (b) The trust fund shall be used for the deposit of all tax increment funds obtained by the Gainesville Community Redevelopment Agency to finance or refinance community redevelopment projects within the downtown expansion community redevelopment area and all such funds shall be used to carry out redevelopment activities included in the community redevelopment plan.
 - (c) Until all redevelopment projects included in the downtown expansion community redevelopment plan are completed and paid for, the trust fund shall receive the annual tax increment, as hereinafter defined, from all taxing authorities except school districts and those taxing authorities listed in F.S. § 163.387(2)(c), for the area described in section 2-410.
- (d) Pursuant to F.S. § 163.387, the tax increment to be allocated annually to the trust fund shall be that amount equal to 95 percent of the difference between:
 - (1) The amount of ad valorem taxes levied each year by all taxing authorities except school districts and those taxing authorities listed in F.S. § 163.387(2)(c), exclusive of any debt service millage on taxable real property contained within the geographic boundaries of the community redevelopment area; and
 - (2) The amount of ad valorem taxes which would have been produced by the rate upon which the tax is levied each year, by or for all taxing authorities except school districts and those taxing authorities listed in F.S. § 163.387(2)(c), exclusive of any debt service millage upon the total of the assessed value of the taxable property in the community redevelopment area described in section 2-410(b) and (c), as shown upon the most recent assessment roll used in connection with the taxation of such property by each taxing authority prior to the effective date of the ordinances providing for the funding of the trust fund for the areas described in section 2-410(b) and section 2-410(c) respectively.
- (e) It is hereby determined that the total of the assessed value of the taxable property in the area redescribed in section 2-410(b), as shown by the most recent assessment roll prior to the effective date of the ordinance adopting the downtown redevelopment plan was \$18,779,230.00. It is hereby determined that the total of the assessed value of the taxable property in the area described in section 2-410(c), as shown by the most recent assessment roll prior to the effective date of Ordinance No. 002142 (December 10, 2001) was \$29,813,210.

(f) Until such time as the redevelopment plan is completed and paid for, the city shall, and all other taxing authorities except school districts and those taxing authorities listed in F.S. § 163.387(2)(c) are called upon to, annually appropriate to the trust fund the tax increment described above for the area described in section 2-410(b) and (c).

Sec. 2-413. - College Park/University Heights CRA; trust fund.

- (a) There is hereby established a trust fund, to be separately administered and accounted for, to be known as the College Park/University Heights redevelopment trust fund.
 - (b) The trust fund shall be used for the deposit of all tax increment funds obtained by the community redevelopment agency to finance or refinance community redevelopment projects within the College Park/University Heights community redevelopment area and all such funds shall be used to carry out redevelopment activities included in the community redevelopment plan for the College Park/University Heights community redevelopment area.
 - (c) Until all redevelopment projects included in the College Park/University Heights Community Redevelopment Plan are completed and paid for, the trust fund shall receive the annual tax increment, as hereinafter defined, from all taxing authorities except school districts and those taxing authorities listed in F.S. § 163.387(2)(c) for the area described in section 2-410.2(b) and (c).
- (d) Except for Alachua County and except for Alachua County school district(s) and those taxing authorities listed as exempt in F.S. § 163.387(2)(c), pursuant to F.S. § 163.387, the tax increment to be contributed annually to the trust fund shall be that amount equal to 95 percent of the difference between:
 - (1) The amount of the ad valorem taxes levied each year by each taxing authority exclusive of any debt service millage on taxable real property contained within the geographic boundaries of the College Park/University Heights Community Redevelopment Area described in Section 410.2(b) and (c); and
 - (2) The amount of ad valorem taxes which would have been produced by the rate upon which tax is levied each year by each taxing authority exclusive of any debt service millage, upon the total of the assessed value of the taxable property in the College Park/University Heights Community Redevelopment Area described in section 2-410.2(b) and (c) as shown upon the most recent assessment roll used in connection with the taxation of such property by each taxing authority prior to the effective date of the ordinances providing for the funding of the trust fund for the areas described in section 2-410.2(b) and section 2-410.2(c) respectively.
- (e) As to Alachua County, the tax increment to be contributed annually to the trust fund shall be that amount equal to 95 percent of the difference between:
 - (1) The amount of the ad valorem taxes levied each year by the City of Gainesville exclusive of any Alachua County debt service millage on taxable real property contained within the geographic boundaries of the College Park/University Heights Community Redevelopment Area described in Section 410.2(b) and (c); and

- (2) The amount of ad valorem taxes which would have been produced by the rate upon which tax is levied each year by the City of Gainesville exclusive of any Alachua County debt service millage, upon the total of the assessed value of the taxable property in the College Park/University Heights Community Redevelopment Area described in section 2-410.2(b) and (c) as shown upon the most recent assessment roll used in connection with the taxation of such property by each taxing authority prior to the effective date of the ordinances providing for the funding of the trust fund for the areas described in section 2-410.2(b) and section 2-410.2(c) respectively.
- 9 (f) It is hereby determined that the total of the assessed value of the taxable property in the area described in section 2-410.2(b), as shown by the most recent assessment roll prior to the effective date of the ordinance, initially providing for the College Park/University Heights trust fund was \$73,462,770.00. It is hereby determined that the total of the assessed value of the taxable property in the area described in section 2-410.2(c), as shown by the most recent assessment roll prior to the effective date of this ordinance was \$43,710,250.
- 15 (g) Until such time as the College Park/University Heights Community Redevelopment Plan is completed and paid for, the city shall, and all other taxing authorities except school districts and those taxing authorities listed in F.S. § 163.387(2)(c) are called upon to, annually appropriate to the trust fund the tax increment described above for the area described in section 2-410.2 (b) and (c).

Sec. 2-414. - N.W. Fifth Avenue Neighborhood/Pleasant Street; trust fund.

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- (a) There is hereby established a trust fund, to be separately administered and accounted for,
 to be known as the N.W. Fifth Avenue Neighborhood/Pleasant Street redevelopment trust
 fund.
 - (b) The trust fund shall be used for the deposit of all tax increment funds obtained by the community redevelopment agency of the city to finance or refinance community redevelopment projects within the N.W. Fifth Avenue Neighborhood/Pleasant Street community redevelopment area and all such funds shall be used to carry out redevelopment activities included in the community redevelopment plan for the N.W. Fifth Avenue Neighborhood/Pleasant Street community redevelopment area.
 - (c) Each taxing authority shall make annual appropriations to the trust fund as provided by law.
- 31 (d) Pursuant to F.S. § 163.387, the tax increment to be allocated annually to the trust fund shall be that amount equal to the difference between:
 - (1) The amount of ad valorem taxes levied each year by all taxing authorities except school districts on taxable real property contained within the geographic boundaries of the N.W. Fifth Avenue Neighborhood/Pleasant Street community redevelopment area; and
 - (2) The amount of ad valorem taxes which would have been produced by the rate upon which the tax is levied each year by or for all taxing authorities, except those public bodies or taxing authorities exempted pursuant to law, upon the total of the assessed value of the taxable property in the N.W. Fifth Avenue Neighborhood/Pleasant Street community redevelopment area as shown upon the most recent assessment roll used

- in connection with the taxation of such property by each taxing authority prior to the adoption of the redevelopment plans.
- (e) It is hereby determined that the total of the assessed value of the taxable property in the N.W. Fifth Avenue Neighborhood redevelopment area, as shown on the most recent assessment roll prior to the effective date of the original N.W. Fifth Avenue Neighborhood redevelopment plan, adopted on May 5, 1980, by Ordinance Number 2481, is \$5,947,440.00. It is hereby determined that the total of the assessed value of the taxable property in the Pleasant Street redevelopment area, as shown on the most recent roll prior to the effective date of the original Pleasant Street Plan, adopted on July 10, 1989, by Ordinance Number 3546, is \$5,388,560.00.

Sec. 2-415. - Eastside Community Redevelopment Area; trust fund.

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- (a) There is hereby established a trust fund, to be separately administered and accounted for, to be known as the Eastside community redevelopment area trust fund.
 - (b) The trust fund shall be used for the deposit of all tax increment funds obtained by the city community redevelopment agency to finance or refinance community redevelopment projects within the Eastside community redevelopment area described in section 2-410.3 and all such funds shall be used to carry out redevelopment activities included in the community redevelopment plan for the Eastside community redevelopment area.
- (c) Each taxing authority shall make annual appropriations to the trust fund as provided by law.
- 20 (d) Pursuant to F.S. § 163.387, the tax increment to be allocated annually to the trust fund shall be that amount equal to the difference between:
 - (1) The amount of ad valorem taxes levied each year by all taxing authorities except school districts and those taxing authorities listed in F.S. § 163.387(2)(c), exclusive of any debt service millage on taxable real property contained within the area described in subsections 2-410.3(b), (c), (d) and (e).
 - (2) The amount of ad valorem taxes which would have been produced by the rate upon which the tax is levied each year by or for all taxing authorities, except school districts and those taxing authorities listed in F.S. § 163.387(2)(c), exclusive of any debt service millage, upon the total of the assessed value of the taxable property in the Eastside community redevelopment area described in sections 2-410.3 (b), (c), (d) and (e) as shown upon the most recent assessment roll used in connection with the taxation of such property by each taxing authority prior to the adoption of: Ordinance No. 002143, as to subsection 2-410.3(b); Ordinance No. 060336, as to subsection 2-410.3(c); and this Ordinance No. 090966, as to subsections 2-410.3 (d) and (e).
 - (e) It is hereby determined that the total of the assessed value of the taxable property in the Eastside community redevelopment area described in subsection 2-410.3(b), as shown on the most recent assessment roll prior to the effective date of Ordinance No. 002143, is \$34,980.826.00. It is hereby determined that the total of the assessed value of taxable property in the Eastside community redevelopment area described in subsection 2-410.3(c), as shown on the most recent assessment roll prior to the adoption of Ordinance No. 060336

- is \$10,167,610.00. It is hereby determined that the total of the assessed value of the taxable property in the Eastside community redevelopment area described in subsection 2-410.3(d), as shown on the most recent assessment roll prior to the adoption of Ordinance No. 090966, is \$17,668,780.00. It is hereby determined that the total of the assessed value of the taxable property in the Eastside community redevelopment area described in subsection 2-410.3(e), as shown on the most recent assessment roll prior to the adoption of Ordinance No. 090966 is \$7,384,460.00.
- 8 Secs. 2-416-2-420. Reserved.

9 DIVISION 9. – GAINESVILLE COMMUNITY REINVESTMENT AREA

- 10 Sec. 2-406. Gainesville Community Reinvestment Area; city department; powers;
- 11 definitions.
- (a) There is hereby created the Gainesville Community Reinvestment Area (the "GCRA") within which the City shall undertake community redevelopment for the elimination and prevention of the development and spread of slums and blight in accordance with this division. The complete metes and bounds legal description of the GCRA is set forth below and the physical boundary of the GCRA is set forth below. A GIS map of the GCRA is available in the GCRA office.

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19 (b) GCRA legal description: A Part Of Sections 26, 27, 31, 32, 33, 34, And 35, Township 9 South, 20 Range 20 East, And Sections 2 Through 10, And A Part Of The D.L. Clinch Grant, Township 10 21 South, Range 20 East, Alachua County, Florida, And Being More Particularly Described As 22 Follows: Begin At The Intersection Of The Easterly Right Of Way Line Of NE 15th Street And 23 The Southerly Right Of Way Line Of NE 16th Avenue (County Road Number 172); Thence 24 Easterly Along Said Southerly Right Of Way Line To An Intersection With The Southwesterly 25 Extension Of The Westerly Right Of Way Line Of NE 16th Way; Thence Northeasterly Along 26 Said Southwesterly Extension And Said Westerly Right Of Way Line To The Southwesterly 27 Right Of Way Line Of NE 21st Place; Thence Northwesterly Along Said Southwesterly Right 28 Of Way Line To An Intersection With The Westerly Line Of A Drainage Right Of Way, As Per 29 Plat Of Carol Estates East, Plat Book "F", Page 10, Public Records of Said Alachua County; 30 Thence Northerly Along Said Westerly Line of Said Drainage Right Of Way And Its Northerly 31 Extension To An Intersection With The Northerly Right Of Way Line Of NE 23rd Avenue 32 (State Road Number 232A); Thence Easterly Along Said Northerly Right Of Way Line To The 33 Southeast Corner Of Lot 148 Of Hugh Edwards Industrial Center, Plat Book "E", Page 41, 34 Said Public Records; Thence Northeasterly Along The Easterly Lines Of Lots 148, 147, 146, 35 145, 143, 142, 139, 138, 135 And 134 Of Said Hugh Edwards Industrial Center To The 36 Northeast Corner Of Said Lot 134; Thence Northwesterly To The Southeast Corner Of Lot 37 119 Of Said Hugh Edwards Industrial Center, Said Southeast Corner Being At The

1	Intersection Of The Northerly Right Of Way Line Of NE 27th Avenue And The Northwesterly
2	Right Of Way Line Of NE 21st Way; Thence Northeasterly Along Said Northwesterly Right Of
3	Way Line And Its Northerly Extension To An Intersection With The Northerly Right Of Way
4	Line Of NE 31st Avenue; Thence Easterly Along Said Northerly Right Of Way Line To The
5	Southwest Corner Of Lot 17 Of Seaboard Industrial Park, Plat Book "G", Page 74, Said Public
6	Records; Thence Northeasterly Along The Westerly Lines Of Lot 17 And Lot 16 Of Said
7	Seaboard Industrial Park To The Southeast Corner Of Those Lands Described And Recorded
8	In Official Records Book 4016 Page 791 (Denoted As TAX PARCEL 8198-7-8 In Said Official
9	Record Book); Thence Northwest Along the South Line Of Said Lands, A Distance Of 23 Feet
10	To The Southeast Corner Of Lot 12 Of Said Seaboard Industrial Park; Thence Northeasterly
11	Along The Easterly Line Of Said Lot 12 To The Northeast Corner Of Said Lot 12; Thence
12	Northeasterly To The Southeast Corner Of Lot 13 Of Said Seaboard Industrial Park; Thence
13	Northeasterly Along The Easterly Line Of Said Lot 13 To An Intersection With The
14	Southwesterly Right Of Way Line Of NE 39th Avenue (State Road Number 222); Thence
15	Northwesterly Along Said Southwesterly Right Of Way Line To The Northwest Corner Of
16	Said Seaboard Industrial Park; Thence Northeasterly To The Southwest Corner Of Those
17	Lands Described And Recorded In ORB 1681 Page 1322 (Alachua County Property Appraiser
18	Parcel 08198-007-001 - All Such Parcels Hereafter Described As Tax Parcels); Thence
9	Northeast Along The Westerly Line Of Said Lands To The Southwest Corner Of Those Lands
20	Described And Recorded In ORB 526, Page 88 (Tax Parcel 08189-000-000); Thence
21	Southeasterly Along The Southwesterly Line Of Said Lands To An Intersection With The
22	Northwesterly Right Of Way Line Of Waldo Road (State Road Number 24); Thence
23	Southeasterly, Crossing Waldo Road And The Former Seaboard Coastline Railroad, To The
24	Northwest Corner Of Those Lands Described And Recorded In ORB 796, Page 238 (Tax
25	Parcels 08192-009-000 And 08192-010-000), Said Northwest Corner Lying On The
26	Southeasterly Right Of Way Line Of Said Former Seaboard Coastline Railroad; Thence
27	Easterly, Southerly, Easterly, And Southerly Along Said Lands To An Intersection With The
28	Northeasterly Right Of Way Line Of NE 39th Avenue; Thence Southerly Along The Southerly
29	Extension Of Last Said Line To An Intersection With The Southwesterly Right Of Way Line Of
30	Said NE 39th Avenue; Thence Northwesterly Along Said Southwesterly Right Of Way Line To
31	An Intersection With The Southeasterly Right Of Way Line Of The Aforementioned Former
32	Seaboard Coastline Railroad; Thence Southwesterly Along Said Southeasterly Right Of Way
33	Line 8,350 Feet, More Or Less, To An Intersection With The South Line Of A City Of
34	Gainesville Drainage Easement As Described And Recorded In ORB 573, Page 33; Thence
35	East Along Said South Line To The East Line Of Section 34, Township 9 South, Range 20 East;
36	Thence South Along Said East Line Of Section 34 To An Intersection With The South Right Of
37	Way Line Of NE 8th Avenue; Thence West Along Said South Right Of Way Line To An
88	Intersection With The East Right Of Way Line Of NE 25th Street; Thence South Along Said

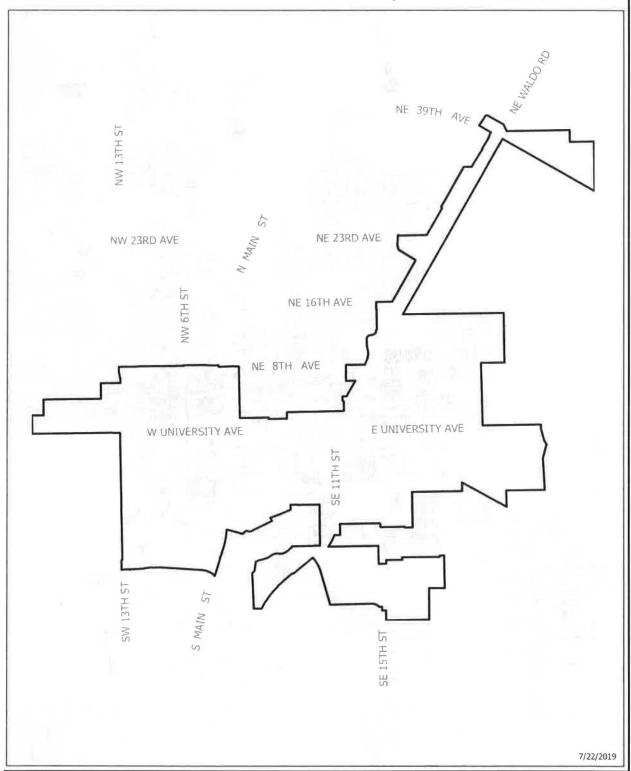
I	East Right Of Way Line To An Intersection With The North Right Of Way Line Of East
2	University Avenue (State Road Number 26); Thence East Along Said Northerly Right Of Way
3	Line To A Point On The Centerline Of A Drainage Easement, Lying 1481.74 Feet East Of The
4	West Line Of Section 2, Township 10 South, Range 20 East And Being On The Existing
5	Gainesville City Limit Line, As Per Ordinance #3865; Thence Southerly Along The Centerline
6	Of Said Drainage Easement And Said City Limit Line To The South Line Of Said Section 2;
7	Thence West Along Said South Line Of Section 2 To The Southwest Corner Of Said Section 2,
8	Said Corner Also Being The Northeast Corner Of Section 10, Township 10 South, Range 20
9	East; Thence South Along The East Line Of Said Section 10 And Said Gainesville City Limit
10	Line To An Intersection With The Southerly Right Of Way Line Of Hawthorne Road (State
11	Road Number 20); Thence Northwesterly Along Said Southerly Right Of Way Line To The
12	Northeast Corner Of Those Lands Described And Recorded As Parcel 1 Of ORB 4389, Page
13	78 (Tax Parcel 11344-000-000); Thence Southerly Along The East Line Of Said Lands And The
14	Southerly Extension Thereof To The South Line Of Lot 107 Of New Gainesville, A Subdivision
15	Of Section 3, Township 10 South, Range 20, Plat Book "A", Page 68, And Also Being On The
16	Easterly Extension Of The North Right Of Way Line Of SE 8th Avenue; Thence West Along
17	The South Line Of Lots 107 Thru 101 Of Said New Gainesville, The Easterly Extension Of The
18	North Right Of Way Line Of SE 8th Avenue, And The North Right Of Way Line Of Said SE 8th
19	Avenue To An Intersection With The Northerly Extension Of The West Line Of Lincoln
20	Estates 2 nd Addition, Plat Book "G", Page 36; Thence South Along Said Northerly Extension
21	And Said West Line Of Lincoln Estates 2nd Addition To The Southwest Corner Of Said Lincoln
22	Estates 2nd Addition, Said Point Being On The North Line Of Lincoln Estates 1st Addition,
23	Plat Book "F", Page 38; Thence West Along The North Line Of Said Lincoln Estates 1st
24	Addition To The Northwest Corner Thereof, Said Point Being On The East Line Of Lincoln
25	Estates, Plat Book "F", Page 19; Thence North Along The East Line Of Said Lincoln Estates To
26	The Northeast Corner Thereof; Thence West Along The North Line Of Said Lincoln Estates To
27	The Northwest Corner Thereof, Said Point Also Being On The East Right Of Way Line Of SE
28	15th Street (County Road Number 2043); Thence North Along Said East Right Of Way Line
29	To An Intersection With The Easterly Extension Of The North Right Of Way Line Of SE 11th
30	Avenue; Thence West Along Said Easterly Extension And Said North Right Of Way Line To
31	The West Right Of Way Line Of SE 12th Street; Thence South Along Said West Right Of Way
32	Line To The North Right Of Way Line Of SE 12th Avenue; Thence West Along Said North
33	Right Of Way Line To The Easterly Right Of Way Line Of Williston Road (State Road Number
34	331); Thence Southwesterly Along Said Easterly Right Of Way Line To The South Right Of
35	Way Line Of SE 13th Avenue; Thence East Along Said South Right Of Way Line To The West
36	Right Of Way Line Of Said SE 15th Street; Thence South Along Said West Right Of Way Line
37	To An Intersection With The Westerly Extension Of The South Line Of Those Lands
38	Described and Recorded as Parcel 1 Of ORB 4355 Page 1038 (Tax Parcel Number 16107-504-

1	000); Thence East Along Said Westerly Extension And Said South Line To The Southeast
2	Corner Thereof; Thence North To The Northeast Corner Of Said Parcel, Also Being At An
3	Intersection With The South Line Of Wedgewood 1st Addition, Plat Book "H", Page 5; Thence
4	East Along Said South Line Of Wedgewood 1st Addition To The Southeast Corner Thereof;
5	Thence North Along The East Line Of Said Wedgewood 1st Addition To An Intersection With
6	The South Right Of Way Line Of SE 15th Avenue; Thence East Along Said South Right Of Way
7	Line, Also Being The North Line Of Those Lands Described And Recorded In ORB 1994, Page
8	279 (Tax Parcel 16107-200-000), To The Northeast Corner Thereof; Thence Along Said Lands
9	The Following 6 Courses: (1) South To The Northeast Corner Of The East Half (1/2) Of The
10	Southeast Quarter (1/4) Of The Southwest Quarter (1/4) Of Section 10, Township 10 South,
11	Range 20 East; (2) Thence West Along The North Line Of Said East Half (1/2) Of The
12	Southeast Quarter (1/4) Of The Southwest Quarter (1/4) To The Northwest Corner Thereof;
13	(3) Thence South Along The West Line Of Said East Half (1/2) Of The Southeast Quarter (1/4)
14	Of The Southwest Quarter (1/4) To The Southwest Corner Thereof; (4) Thence West Along
15	The South Line Of Said Section 10, Township 10 South, Range 20 East To The East Line Of
16	The West 210 Feet Of The South 420 Feet Of Said Section 10, Also Being The Southeast
17	Corner Of Chas Baltimore Subdivision, An Unrecorded Subdivision, And Being A Point On
18	The North Right Of Way Line Of SE 23rd Place; (5) Thence North Along The East Line Of Said
19	Chas Baltimore Subdivision And The East Line Of Said West 210 Feet Of South 420 Feet To
20	The Northeast Corner Thereof, Also Being The Northeast Corner Of Said Chas Baltimore
21	Subdivision; (6) Thence West Along Said North Line Of Chas Baltimore Subdivision And Said
22	West 210 Feet Of The South 420 Feet To A Point On The East Right Of Way Line Of SE 15th
23	Street; Thence North Along Said East Right Of Way Line Of SE 15th Street To A Point
24	Opposite Of And Perpendicular To The Southeast Corner Of Those Lands Described And
25	Recorded In ORB 4018 Page 2245 (Tax Parcel Number 15995-054-000), Said Corner Also
26	Being On The Northerly Right Of Way Line Of SE 22nd Avenue; Thence West To The
27	Southeast Corner Of Said Lands; Thence Westerly Along The Southerly Line Of Said Lands
28	And The Northerly Right Of Way Line Of SE 22 nd Avenue To An Intersection With The
29	Easterly Line Of The Former Railroad Right-Of-Way Described And Recorded In ORB 2259,
30	Page 1142; Thence Northwesterly Along Said Easterly Line Of Said Former Railroad Right Of
31	Way To An Intersection With The Northwesterly Right Of Way Line Of SE Williston Road
32	(State Road Number 331); Thence Southwesterly Along Said Northwesterly Right Of Way
33	Line Of SE Williston Road To The Southeast Corner Of Lot 18 Of The Lester Robinson
34	Property, An Unrecorded Subdivision As Described And Recorded In ORB 3586, Page 459;
35	Thence West Along Said South Line Of Said Lots 18, 19 And 20 Of Said Lester Robinson
36	Property To An Intersection With The West Line Of Section 9, Township 10 South, Range 20
37	East; Thence North Along The West Line Of Said Section 9 To An Intersection With The
38	Centerline Of Sweetwater Branch; Thence Northeasterly Along Said Centerline Of

1	Sweetwater Branch To An Intersection With The North Right Of Way Line Of SE 13th
2	Avenue; Thence East Along Said North Right Of Way Line And The Easterly Extension
3	Thereof To An Intersection With The East Right Of Way Line Of SE 10th Street; Thence North
4	Along Said East Right Of Way Line To The South Right Of Way Line Of SE 9th Avenue; Thence
5	West Along Said South Right Of Way Line To An Intersection With The West Line Of Goss
6	Addition To Gainesville, Plat Book "A", Page 34; Thence South Along Said West Line of Goss
7	Addition To Gainesville To An Intersection With The Southerly Right Of Way Line Of SE 9th
8	Place; Thence Southwesterly Along Said Southerly Right Of Way Line And Its Westerly
9	Extension To The Centerline Of SE 4th Street; Thence Southeasterly Along Said Centerline Of
10	SE 4th Street To The Centerline Of SE 10th Avenue; Thence Southwest Along Said Centerline
11	Of SE 10th Avenue To The Centerline Of SE 1st Street; Thence Southwest To The Northeast
12	Corner Of Tax Parcel 15706-000-000 (ORB 2409, Page 1797); Thence Westerly and
13	Southwesterly Along The Northerly and Westerly Boundary Of Said Tax Parcel 15706-000-
14	000 And Its Southerly Extension To An Intersection With The Centerline Of said SE 10th
15	Avenue; Thence West Along Said Centerline To The Easterly Right Of Way Line Of South
16	Main Street (State Road Number 329); Thence Southwesterly Along Said Easterly Right Of
17	Way Line Of South Main Street To The Southerly Right Of Way Line Of SW 16th Avenue
18	(State Road Number 226); Thence Northwesterly And Westerly Along Said Southerly Right
19	Of Way Line To An Intersection With The Westerly Right Of Way Line Of SW 13th Street (US
20	Highway Number 441); Thence North Along Said West Right Of Way Line To The South Right
21	Of Way Line Of West University Avenue (State Road Number 26); Thence West Along Said
22	South Right Of Way Line To An Intersection With The Southerly Extension Of The West Right
23	Of Way Line Of NW 20th Terrace; Thence North Along Said Southerly Extension And West
24	Right Of Way Line To The North Right Of Way Line Of NW 3rd Avenue; Thence East Along
25	Said North Right Of Way Line To The West Right Of Way Line Of NW 20th Street; Thence
26	North Along Said West Right Of Way Line To The North Right Of Way Line Of NW 5th
27	Avenue; Thence East Along Said North Right Of Way Line To The West Right-Of-Way Line Of
28	NW 15th Street; Thence North Along Said West Right Of Way Line To The North Right Of
29	Way Line Of NW 7th Avenue; Thence East Along Said North Right Of Way Line To The West
30	Right Of Way Line Of NW 13th Street (US Highway Number 441); Thence North Along Said
31	West Right Of Way Line To Northerly Right Of Way Line Of NW 8th Avenue; Thence East
32	Along Said Northerly Right Of Way Line To The Northerly Extension Of The Easterly Right Of
33	Way Line Of NE 1st Street; Thence South Along Said Northerly Extension and Easterly Right
34	Of Way Line To The Northerly Right Of Way Line Of NE 2nd Avenue; Thence East Along Said
35	Northerly Right Of Way Line To The Westerly Right Of Way Line Of NE 7th Street; Thence
36	Northerly Along Said Westerly Right Of Way Line To The Northerly Right Of Way Line Of NE
37	3rd Avenue; Thence East Along Said Northerly Right Of Way Line To The West Right Of Way
38	Line Of NE 12th Street; Thence Northeasterly To The Southwest Corner Of Those Lands

1	Described And Recorded in ORB 3614 Page 410 (Tax Parcel 11917-000-000), Also Being On
2	The East Right Of Way Line Of Said NE 12th Street; Thence North Along Said East Right-Of-
3	Way Line To An Intersection With The Southerly Line Of Those Lands Described And
4	Recorded In ORB 2295 Page 129 (Tax Parcel Number 12560-000-000); Thence
5	Northwesterly Along Said South Line To An Intersection With The East Line Of Lot 1, Block 5,
6	Range 1, Doig And Robertson Addition To Gainesville, Deed Book "W", Page 437; Thence
7	North Along Said East Line Of Lot 1, Block 5, Range 1, Doig And Robertson Addition To
8	Gainesville To The South Right Of Way Line Of NE 5th Avenue; Thence East Along Said South
9	Right Of Way Line To An Intersection With The Southwesterly Extension Of The East Line Of
10	Sperry Heights Subdivision, Plat Book "E", Page 1; Thence Northeasterly Along Said
11	Southwesterly Extension And Said East Line Of Sperry Heights Subdivision To The South
12	Right Of Way Line Of NE 6th Place (Also Being Weimer Street According To Plat Book "A",
13	Page 127); Thence West Along Said South Right Of Way Line Of NE 6th Place To The West
14	Right Of Way Line Of NE 12th Street; Thence North Along Said West Right Of Way Line To
15	The South Right Of Way Line Of NE 8th Avenue; Thence East, Along Said South Right Of Way
16	Line To An Intersection With The Southerly Extension Of The Easterly Right Of Way Line Of
17	NE 14th Street; Thence Northerly Along Said Southerly Extension And Along Said Easterly
18	Right Of Way Line And The Easterly Right Of Way Line Of NE 15th Street, To The Point Of
19	Beginning.
20	
21	(c) Physical boundary of the GCRA
22	

GCRA Boundary



(10) To develop and implement community policing innovations.

42

(e) The following terms, wherever used or referred to in this division, have the following meanings:

a. "Community redevelopment" means undertakings, activities, or projects for the elimination and prevention of the development or spread of slum and blight (as defined below), or for the reduction or prevention of crime, or for the provision of affordable housing, whether for rent or for sale, to residents of low or moderate income, including the elderly, and may include slum clearance or rehabilitation and revitalization of tourist areas that are deteriorating and economically distressed, or rehabilitation or conservation, or any combination or part thereof, including the preparation of any plans for such community redevelopment.

b. "Slum" means an area having physical or economic conditions conducive to disease, infant mortality, juvenile delinquency, poverty, or crime because there is a predominance of buildings or improvements, whether residential or nonresidential, which are impaired by reason of dilapidation, deterioration, age, or obsolescence,

and exhibiting one or more of the following factors:

- i. Inadequate provision for ventilation, light, air, sanitation, or open spaces.
- ii. <u>High density of population, compared to the population density of adjacent areas within the county or municipality; and overcrowding, as indicated by government-maintained statistics or other studies and the requirements of the Florida Building Code.</u>
- iii. The existence of conditions that endanger life or property by fire or other causes.
- c. "Blight" means an area in which there are a substantial number of deteriorated or deteriorating structures; in which conditions, as indicated by governmentmaintained statistics or other studies, endanger life or property or are leading to economic distress; and in which two or more of the following factors are present:
 - i. <u>Predominance of defective or inadequate street layout, parking facilities, roadways, bridges, or public transportation facilities.</u>
 - ii. 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.
 - iii. Faulty lot layout in relation to size, adequacy, accessibility, or usefulness.
 - iv. Unsanitary or unsafe conditions.
 - v. Deterioration of site or other improvements.
 - vi. Inadequate and outdated building density patterns.

1		vii.	Falling lease rates per square foot of office, commercial, or industrial space
2			compared to the remainder of the county or municipality.
3		viii.	Tax or special assessment delinquency exceeding the fair value of the land.
4		ix.	Residential and commercial vacancy rates higher in the area than in the
5			remainder of the county or municipality.
6		Χ.	Incidence of crime in the area higher than in the remainder of the county or
7			municipality.
8		xi.	Fire and emergency medical service calls to the area proportionately higher
9			than in the remainder of the county or municipality.
10		xii.	A greater number of violations of the Florida Building Code in the area than
11			the number of violations recorded in the remainder of the county or
12			municipality.
13		xiii.	Diversity of ownership or defective or unusual conditions of title which
14			prevent the free alienability of land within the deteriorated or hazardous
15			area.
16		xiv.	Governmentally owned property with adverse environmental conditions
17			caused by a public or private entity.
18		xv.	A substantial number or percentage of properties damaged by sinkhole
19			activity which have not been adequately repaired or stabilized.
20	Sec. 2	-407. – Ann	ual work plan; annual report; action requiring county commission approval
21	(a)	On or befo	ore April 1 of each year, the city commission will hold a joint meeting with the
22	Xy	7	mmission at which the city will present an annual (or longer duration) work
23			describes the community redevelopment that is planned to be undertaken
24		within the	
25	(b)		ore April 1 of each year, the city shall provide to the county commission an
26			port of its community redevelopment activities within the GCRA for the
27		preceding	calendar year and shall make such report available for inspection during
28		<u>business h</u>	ours in the office of the clerk of the city commission.
29	(c)	An affirma	ative vote of both the city commission and county commission shall be
30	1-7	**	o expand the boundary of the GCRA.
31	Sec. 2	-408. – GCR	A advisory board.
32	The ci	tv commissi	on shall appoint a fifteen member GCRA advisory board to serve in an advisory
33			ty commission on matters of community redevelopment within the GCRA. To
34	-	_	le, members of the advisory board should reside or work within the GCRA. The
35			hould meet monthly and may adopt rules of procedure, subject to approval by

- 1 the City Commission, to govern the conduct of its meetings. Staff support for the advisory board
- 2 will be under the direction of the city manager.
- 3 Sec. 2-409. GCRA fund.
- 4 There is hereby established a restricted fund to be known as the GCRA fund. The GCRA fund shall
- 5 be administered and accounted for by the city budget and finance department as follows:

(1) The four former CRA redevelopment trust funds (meaning the funds collected and held by the Gainesville Community Redevelopment Agency prior to its dissolution at 11:59pm on September 30, 2019 in the Downtown Expansion redevelopment trust fund, College Park/University Heights redevelopment trust fund, NW Fifth Avenue Neighborhood/Pleasant Street redevelopment trust fund, and the Eastside Community redevelopment trust fund) will continue to be separately administered and accounted for and expended only to finance, refinance or pay-off debt and to carry out community redevelopment within the respective former CRA area (the Downtown Expansion area, College Park/University Heights area, NW Fifth Avenue Neighborhood/Pleasant Street area, and Eastside Community area) within which the trust funds were collected; and

(2) The funds received by the GCRA on or after 12am on October 1, 2019 will be separately administered and accounted for and expended to finance, refinance or pay-off debt and to carry out community redevelopment within the GCRA.

The following may not be paid for or financed by the GCRA fund:

(1) Construction or expansion of administrative buildings for public bodies or police and fire buildings, unless the construction or expansion is contemplated as part of a community policing innovation.

(2) Installation, construction, reconstruction, repair, or alteration of any publicly owned capital improvements or projects if such projects or improvements were scheduled to be installed, constructed, reconstructed, repaired, or altered within 3 years of the approval of the reinvestment plan by the city commission pursuant to a previously approved public capital improvement or project schedule or plan of the city commission, unless and until such projects or improvements have been removed from such schedule or plan of the city commission and 3 years have elapsed since such removal or such projects or improvements were identified in such schedule or plan to be funded, in whole or in part, with funds on deposit within the GCRA fund.

(3) General government operating expenses unrelated to the planning and carrying out of community redevelopment.

- 1 By Agreement dated April 9, 2019 and recorded in Official Record Book 4675, Page 2154, of the
- 2 Public Records of Alachua County, Florida, the city and county agreed that each is obligated to
- 3 annually remit, no later than the due date specified, the below listed contributions to the GCRA
- 4 to be held in the GCRA fund, the expenditure of which is restricted as set forth above.

Due Date	County contribution	City Contribution
January 1, 2020	\$4,191,460.39	\$3,325,657.89
January 1, 2021	\$4,091,460.39	\$3,325,657.89
January 1, 2022	\$3,991,460.39	\$3,325,657.89
January 1, 2023	\$3,891,460.39	\$3,325,657.89
January 1, 2024	\$3,791,460.39	\$3,325,657.89
January 1, 2025	\$3,691,460.39	\$3,325,657.89
January 1, 2026	\$3,591,460.39	\$3,325,657.89
January 1, 2027	\$3,491,460.39	\$3,325,657.89
January 1, 2028	\$3,391,460.39	\$3,325,657.89
January 1, 2029	\$3,325,657.89	\$3,325,657.89

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8

Sec. 2-410. - Reinvestment plan.

The city commission shall adopt a reinvestment plan to guide community redevelopment within the GCRA, which plan includes, at a minimum, the below listed elements:

9 10 11

13

- (1) A map of the boundary of the GCRA.
- 12 (2) Visuals and description in general terms of:
 - (a) Existing conditions, including street layout.
- (b) Limitations on the type, size, height, number, and proposed use of buildings.
- 15 (c) The approximate number of dwelling units.
- (d) Property that is used or intended for use as public parks, recreation areas, streets, public
 utilities, and public improvements of any nature.
 - (3) A description of the anticipated impact of redevelopment activities upon the residents of the GCRA in terms of relocation (including the provision of replacement housing for the

1 2 3 4	community redevelopment activities), traffic circulation, environmental quality, availability of community facilities and services, effect on school population, and other matters affecting the physical and social quality of the neighborhood.
5	(4) Identify publicly funded capital projects to be undertaken within the GCRA.
6 7	(5) Contain adequate safeguards that the work of redevelopment will be carried out pursuant to the plan.
8 9 10	(6) Provide for the retention of controls and the establishment of any restrictions or covenants running with land sold or leased for private use for such periods of time and under such conditions as the city commission deems necessary to effectuate the purposes of this part.
11 12	(7) Provide a description of existing and planned residential use in the GCRA and include whether the plan is intended to remedy a shortage of affordable housing.
13 14 15	(9) Contain a detailed statement of the projected costs of the redevelopment, including the amount to be expended on capital projects in the GCRA and any indebtedness, if such indebtedness is to be repaid with the GCRA fund.
16 17	Secs. 2-411 to 2-420 Reserved.
18	SECTION 2. It is the intent of the City Commission that the provisions of Section 1 of this
19	ordinance become and be made a part of the Code of Ordinances of the City of Gainesville,
20	Florida, and that the sections and paragraphs of the Code of Ordinances may be renumbered or
21	relettered in order to accomplish such intent.
22	SECTION 3. If any word, phrase, clause, paragraph, section, or provision of this ordinance or the
23	application hereof to any person or circumstance is held invalid or unconstitutional, such finding
24	will not affect the other provisions or applications of this ordinance that can be given effect
25	without the invalid or unconstitutional provision or application, and to this end the provisions of

SECTION 4. All ordinances or parts of ordinances in conflict herewith are to the extent of such

this ordinance are declared severable.

conflict hereby repealed.

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1 SECTION 5. This ordinance will become effective at 12am on October 1, 2019 and the Gainesville 2 Community Redevelopment Agency, a dependent special district, first created by the City of 3 Gainesville in 1979 and existing under the Community Redevelopment Act of 1969, will thereby 4 be dissolved and all assets and liabilities of the Gainesville Community Redevelopment Agency 5 transferred to and accepted by the city. Until such time as the City Commission adopts a 6 reinvestment plan pursuant to Sec. 2-410, the existing redevelopment plans of the Gainesville 7 Community Redevelopment Agency shall continue in force and effect and shall guide community 8 redevelopment within the GCRA. In addition, all redevelopment incentive programs of the 9 Gainesville Community Redevelopment Agency shall continue in force and effect until such time

11 **PASSED AND ADOPTED** this 5th day of September, 2019.

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> 16 17

Attest:

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OMICHELE D. GAINEY

CLERK OF THE COMMISSION

LAUREN POE

MAYOR

as the City Commission terminates the programs and/or adopts new programs within the GCRA.

Approved as to form and legality:

NICOLLE M SHALLEY

CITY ATTORNEY

- This ordinance passed on first reading this 15th day of August, 2019.
- 25 This ordinance passed on second reading this 5th day of September, 2019.



12 SE 1st Street Gainesville, Florida

Agenda Item Summary

Agenda Date: 9/23/2019 Agenda Item No.:

Agenda Item Name:

Public Comment

Presenter:

Click or tap here to enter text.

Description:

Click or tap here to enter text.

Recommended Action:

Hear public comment.

Prior Board Motions:

Click or tap here to enter text.

Fiscal Consideration:

N/A

Background:

Click or tap here to enter text.



12 SE 1st Street Gainesville, Florida

Agenda Item Summary

Agenda Date: 9/23/2019 Agenda Item No.:

Agenda Item Name:

County Commission Comments

Presenter:

Click or tap here to enter text.

Description:

Click or tap here to enter text.

Recommended Action:

Present comments.

Prior Board Motions:

Click or tap here to enter text.

Fiscal Consideration:

N/A

Background:

Click or tap here to enter text.



12 SE 1st Street Gainesville, Florida

Agenda Item Summary

Agenda Date: 9/23/2019 Agenda Item No.:

Agenda Item Name:

City Commission Comments

Presenter:

Click or tap here to enter text.

Description:

Click or tap here to enter text.

Recommended Action:

Present comments.

Prior Board Motions:

Click or tap here to enter text.

Fiscal Consideration:

N/A

Background:

Click or tap here to enter text.