



# ***Alachua County, FL Special Meeting***

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## **Meeting Agenda - Final**

**Tuesday, March 2, 2021**

**1:30 PM**

The public may attend and participate in this meeting virtually and in-person. Public comment will be taken both virtually and in-person.

Attending virtually: The public may also attend virtually through Cox Channel 12, Facebook, and the County's Video on Demand website. The Board will take Public Comment in person or by calling 1-800-876-7516. Attendees must wear a facial covering at all times. Public seating will be made available up to the capacity that permits adequate social distancing.

Public comment: The public may submit comments, written or photographic documents to the Board through email ([bocc@alachuacounty.us](mailto:bocc@alachuacounty.us)) before the meeting or by participating when prompted to by the Chair of the Board. Virtual participation is available through the public comment message line. Callers will be put in a queue, and prompted when it is their turn to speak. **TO AVOID FEEDBACK, CALLERS TO THE PUBLIC COMMENT MESSAGE LINE MUST TURN DOWN THEIR MEETING SOUND WHEN ADDRESSING THE COMMISSION.** Callers should state their names and limit comments to two minutes. When prompted for in-person public comment, in-person participants should follow the direction of the Chair to participate.

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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)

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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).

## Approval of Agenda

### Items for Discussion

1. [21-0183](#) Zero Waste Strategy Report Update

Fiscal Consideration: None

Recommended Action: Receive update

[Alachua-ZW-Strategy-Preliminary-Report-Final 9.20.pdf](#)

2. [21-0175](#) Residential Rental Unit Permit and Inspection Program

Fiscal Consideration: Funding for this program will depend on whether the program is contracted to a third party or implemented in house. In house first year expenses would be approximately \$454,000. On-going yearly expenses would be approximately \$345,000. Revenues will be based on the fees collected for the permit.

Recommended Action: Provide Direction to Staff

[Presentation Residential Rental Program.pdf](#)

[Gainesville Ordinance 200249 Ordinance 20200917 \(1\).pdf](#)

[City RFP Landlord Licensing.docx](#)

3. [21-0187](#) Discussion of purchase of Fellowship Baptist Church in High Springs

Fiscal Consideration: Asking price for the church and surrounding 9 acres: \$3,300,000

ESTIMATES of the cost of acquisition will include:

Two appraisals	\$20,000
Building condition due diligence report	\$33,000
Phase I Environmental Audit	\$3,000
Survey and other Public Works Charges	\$10,000
Estimated (will invoice actual expenses)	
Title insurance premium and search fee	\$11,000
Attorney's fees	\$5,000
Recording costs	\$100

Post-closing costs will include upgrading and conversion of structures to the County's intended uses, ongoing maintenance and operation of the property and facilities.

Funding sources could include the General Fund, Solid Waste and Wild Spaces & Public Places, depending on the final uses determined for the site.

Recommended Action: Direct staff on whether to proceed with the investigation of, and possible option contract for the Fellowship Baptist Church as a potential location for County offices and facilities.

[MAP 210224 Fellowship Baptist Church.pdf](#)  
[Sales Brochure for Church.pdf](#)  
[Fellowship Potential 9 Ac Aerial #2.pdf](#)

### **Closing Comments**

Public Comment

Commission Comment

### **Adjourn**



## Agenda Item Summary

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Agenda Date: 3/2/2021

Agenda Item No.: 1.

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**Agenda Item Name:**

Zero Waste Strategy Report Update

**Presenter:**

Gus Olmos, 352.548.1282

**Description:**

Update on the Joint Alachua County and City of Gainesville Zero Waste Strategy Report

**Recommended Action:**

Receive update

**Prior Board Motions:**

August 6, 2018 - Joint County / City of Gainesville meeting. County and City Commissions direct staff to work on a Joint Zero Waste Plan.

June 25, 2019 - Approval of Agreement with Kessler Consulting, Inc.

September 22, 2020 - First Amendment to Agreement with Kessler Consulting, Inc.

**Fiscal Consideration:**

None

**Background:**

In 2018, Alachua County retained Kessler Consulting, Inc. to help develop a community wide Zero Waste Strategy Report with the City of Gainesville. The project is intended to provide direction for devising the means, methods, and infrastructure necessary to sustainably manage materials within both jurisdictions. A Baseline Report was completed on April 2020 and a Draft Preliminary Strategy Report was completed on September 2020.

The Draft Zero Waste Preliminary Strategy Report was presented to the Environmental Protection Advisory Committee on December 1, 2020, the Citizen Climate Advisory Committee on January 14, 2021 and the Rural Concerns Advisory Committee on January 19, 2021. Additionally, staff hosted a Webinar Presentation on the Preliminary Report on January 21, 2021 and conducted follow-up meetings with individual stakeholders. The webinar is available in the City's Zero Waste Website ( [<http://www.zerowastegnv.com/stakeholder-survey/>](http://www.zerowastegnv.com/stakeholder-survey/) ) and the County's YouTube Channel ( [<https://www.youtube.com/watch?v=YM6UU\\_vhg8A&t=574s>](https://www.youtube.com/watch?v=YM6UU_vhg8A&t=574s) ). The report will be updated and finalized based on the input received from the community. Once the report is completed, it will be presented to the Joint Water and Climate Policy Board and then to the County and City Commissions. Staff is anticipating that the report will be completed by May 2021.





September  
**2020**

# ZERO WASTE

## Preliminary Strategy Report

Alachua County & City of Gainesville, Florida

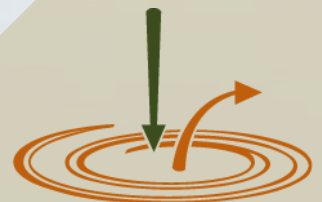
Preliminary Report for Stakeholder Review

### PREPARED FOR

Alachua County, Florida  
Solid Waste and Recovery Department  
5620 NW 120<sup>th</sup> Lane  
Gainesville, FL 32653

### SUBMITTED BY

Kessler Consulting, Inc.  
*innovative waste solutions*  
14620 N Nebraska Ave, Bldg D  
Tampa, FL 33613



**kessler consulting inc.**  
innovative waste solutions



# WE WORK GREEN

- > KCI is proud to be a carbon neutral company
- > 2008 Sustainable Business Award Recipient from Earth Charter U.S.
- > 2002 National Small Business Champion for EPA WasteWise
  - o Member since 1999
- > Recognized by the Florida Department of Environmental Protection for outstanding recycling efforts
- > KCI's Green Office Program includes:
  - o Curbside Recycling of Metal, Glass, Plastics & Paper
  - o Food Waste Composting
  - o Post-Consumer Recycled Content Paper Products
  - o Duplex Printing, Paper Reuse & Recycling
  - o Reusable & Refillable Office Supplies
  - o Low Flow Water Fixtures
  - o Energy-Efficient Lighting & Equipment
  - o Eco-Friendly Non-Toxic Cleaning Supplies
  - o Xeriscaping
- > All company vehicles are hybrid/electric
- > KCI Employees Volunteer with sustainable organizations:
  - o Solid Waste Association of North America
  - o SWANA Florida
  - o American Public Works Association
  - o U.S. Composting Council
  - o U.S. Green Building Council
  - o Florida Green Building Coalition
  - o Recycle Florida Today



# WE LIVE GREEN

- > Employees actively recycle and compost at home
- > Many of our employees practice environmentally preferable landscaping methods including, Xeriscaping, Grass-Cycling and other water conservation techniques
- > Employee Conservation Efforts at Home include:
  - o Energy Star® Rated Appliances
  - o Energy Efficient Lighting
  - o Low Flow Water Fixtures
  - o Solar Panels

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# Section 1

## Introduction to Zero Waste in Alachua County

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In 2018, Alachua County (County) retained Kessler Consulting, Inc. (KCI) for professional services to develop a community wide Zero Waste Strategy Report with the City of Gainesville (City). The project, initiated in 2019, provides direction for devising the means, methods, and infrastructure necessary to sustainably manage materials within both jurisdictions and, once completed, will establish obtainable milestones for achieving Zero Waste goals.

The purpose of this preliminary report is to gain insight from stakeholders regarding the Zero Waste strategies being considered by the County and City and their importance to the community.

### 1.1 General Understanding of Zero Waste

Zero Waste is a relatively new concept in the waste management field and its definition varies. Some communities define it as a broad reduction goal, understanding that the technical difficulties related to landfilling zero materials may not be viable for their specific waste streams. They may also utilize a broader definition because marketplace fluctuations in recyclable materials can alter the ability to reach Zero Waste. These communities may include alternative technologies for managing these materials, such as those that transform the material into an energy source. Alternatively, other communities view Zero Waste as a philosophy focused on eliminating waste in everyday life with a long-term goal of eliminating landfills and incinerators. It is important to determine what is in the best interest for the County and City. Thus, this document is designed to seek guidance regarding what is most appropriate for meeting the overall vision of a Zero Waste future for the community.

Many Zero Waste principles are rooted in conservation and reuse practices that predate the current industrial, consumer-based economy of the past three decades. This social movement expands beyond the concepts of source reduction and recycling that originated in the 1970s, and embodies ideas of changing lifestyles, personal habits, and producer responsibility. This whole-system approach is based upon the repositioning of disposal and reuse opportunities. Through this process, less raw materials are consumed for production, more manufactured materials remain in use, and commodities are recycled to continue to maximize the value of material.<sup>1</sup> These are all part of the Zero Waste concept known as a *Circular Economy*, as depicted in Figure 1. This concept allows resources to have a continuous life cycle through multiple uses and purposes, rather than limiting their life space to simple production that results in waste. The four main stages include:

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<sup>1</sup> "Zero Waste: Principles and Practices – Zero Waste Training Program," SWANA, CRRA, KCI, 2018.



**Figure 1: Circular Economy**

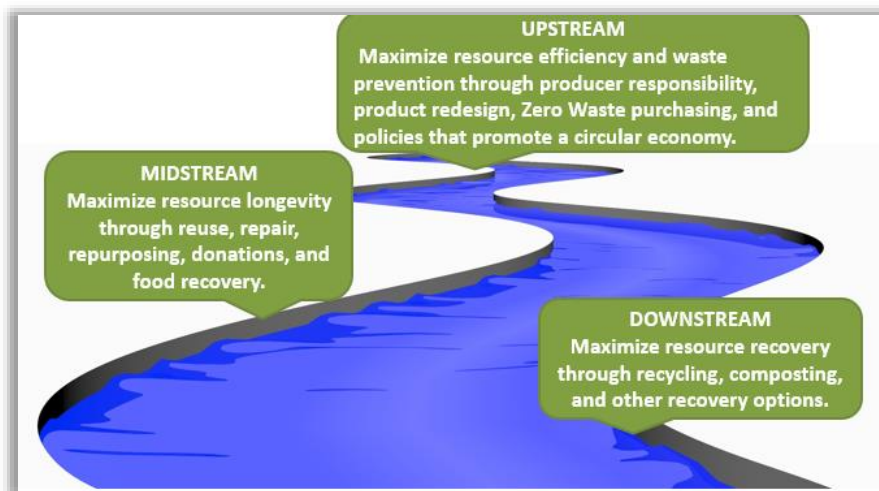


1. **Production** – The conversion of raw or recycled materials into usable products.
2. **Reduction** – Limiting the need for as much raw or recycled material in the economy stream.
3. **Reuse and Repair** – Fostering the repair of commodities or the reuse of materials instead of disposal.
4. **Recycling and Composting** – Breaking commodities down to their raw state or re-producing them for another use.

Source: U.S. Public Interest Research

Strategies for reaching Zero Waste goals are often categorized based on when they impact resource management. The Solid Waste Association of North America (SWANA) and the California Resource Recovery Association (CRRA) utilize the planning categories noted in Figure 2 in their Zero Waste training to illustrate the stages of Zero Waste.

**Figure 2: Three Categories of Zero Waste Solutions from SWANA and the CRRA**



Source: "Three Categories of Zero Waste Solutions" SWANA, CRRA Zero Waste Training Program (Developed by Kessler Consulting, Inc. – 2018)

Examples of each phase include, but are not limited to the following:

1. ***Upstream Strategies*** – Producer responsibility covenants, Zero Waste purchasing policies, use of recycled materials and content, packaging changes, and local economic growth incentives.
2. ***Midstream Strategies*** – Promotion of repairs for household electronics and other commodities, donation bins and systems to reuse clothing and household items, and food recovery programs for restaurants and grocery stores to support local feeding programs.

3. *Downstream Strategies* – Resource recovery facilities for recycling and composting, facilities for the break down and recycling of difficult recyclable materials, hazardous and electronic waste recycling facilities, and more.

## 1.2 History of Zero Waste in Alachua County

The movement towards Zero Waste in Alachua County has been active for several years and continues to gain momentum from the public, private, and non-profit sectors. Both the County and City have begun implementation of Zero Waste policies to reduce single-use items and promote waste reduction strategies within their daily operations.

In addition to policy initiatives designed to reduce waste, both the County and City governments have multiple public outreach programs. These include dedicated staffing, public education campaigns, and outreach tools available through their websites, targeted business solid waste guides, and the Eco-Industrial Park (a 37-acre resource recovery space and innovation hub for waste-related material research and business incubation). This facility, planned to be an innovative long-term collaboration between the University of Florida (UF) and the County, will offer extensive opportunities for growing a circular economy for the area.

UF's commitment to be a *Zero Waste Campus*, and initiatives through the Office of Sustainability and Facilities Services, provides additional support, educational opportunities, and general motivation that will bolster successful waste reduction outcomes. Additionally, growing momentum from Zero Waste Gainesville has pushed forward the concepts of Zero Waste to governmental entities, residents, and businesses in the community. This community action group provides advocacy, as well as educational programs to residents and local leaders.

## 1.3 Required Support for Zero Waste Planning

Zero Waste, as a social movement, requires a consortium of local leaders, businesses, and residents to become viable and achievable. In 2017, Commissioner Hayes-Santos, City of Gainesville, presented recommendations for the City to establish a diversion goal of 90% by 2030 and be defined as a Zero Waste City by 2040.<sup>2</sup> Continued support and cross-sector partnerships will ensure positive outcomes for the community.

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<sup>2</sup> "Zero Waste – Recommendations for the City to Move Towards Zero Waste" Commissioner Hayes-Santos, 2017.

## Section 2

# Current Waste System

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Assessment of the current conditions in the County and City are critical for an accurate understanding of potential strategies. This section explains existing solid waste financial requirements, policies, programs, and infrastructure, as well as an overview of the waste characterization and generation for the community.

### 2.1 Current Policies and Programs

Combined, the County and City spent over \$12.4 million collecting and managing over 800,000 tons of solid waste during FY2018 and over 560,000 tons in FY2019. This equated in 2019 to 1.5 tons of waste per capita (per person), collected and processed.<sup>3</sup> Multiple programs and policies outlined within both community's solid waste ordinances govern the management methods and educational opportunities currently in place. These are further described below.

#### Residential Collection Service: Alachua County

Waste collection for residents within the County varies based upon location. The County provides weekly waste and recycling collection to designated unincorporated residential areas. Garbage cart

**Figure 3: Residential Collection**



sizing is currently a Pay-As-You-Throw (PAYT) rate structure with annual costs ranging from \$184.73/yr. (20-gallon) to \$322.68 (96-gallon). Recycling is collected utilizing a dual stream system in orange and blue 18-gallon bins to separate recyclables as seen in Figure 3. Educational programs and materials are provided through the County's Solid Waste and Resource Recovery Department. Recycling collection service at apartment complexes is mandatory and is arranged by the manager or owner of the complex with services provided by private collection companies.

Municipalities offering single stream curbside collection include the Cities of Alachua, Archer, Hawthorne, La Crosse, Micanopy, and Newberry. Residents of subscription-only areas may subscribe to curbside pickup through private services with Waste Corporation of America (WCA) or

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<sup>3</sup> Per capita rate excludes construction and demolition materials.



utilize the Rural Collection Centers (RCCs) or the Leveda Brown Environmental Park and Transfer Station.

The RCCs positioned throughout the County offer recycling (plastic, metals, glass, mixed paper, cardboard), household hazardous waste disposal, yard waste composting, bulk material disposal, and garbage waste disposal. The Environmental Park accepts recycling (plastic, metals, glass, mixed paper, cardboard), scrap metal, tires, yard waste, and household hazardous wastes; garbage disposal, and provides further educational outreach to the community. Residential composting education and supplies are currently offered through the Alachua County Solid Waste Department.

Presently there is no mandate on the recycling of green (yard) waste nor construction and demolition (C&D) materials. Curbside collection of yard waste is currently offered within the County and is accepted at the RCCs. At this time, the RCCs nor Environmental Park accept commercial C&D material (although small amounts of residential C&D debris may be accepted). Private outlets exist for the recovery of both yard waste and C&D materials.

### **Residential Collection Service: City of Gainesville**

The City provides curbside waste and recycling collection to single-family homes within the City limits. Weekly curbside collection includes garbage, dual stream recycling, bulk items, and yard waste. Recycling for the City is separated into two streams: 1) Containers (plastic bottles, aluminum cans, steel cans, glass bottles, and cartons); and 2) Papers (cardboard, paperboard, newspapers, magazines, office paper, junk mail, phone books, and brown paper bags). Clearly defined educational materials that include pictures and descriptions are provided for residents via the City's website.

Garbage cart sizing is currently a PAYT rate structure and varies from \$18.50/month (20-gallon) to \$37.00/month (96-gallon) as seen in Figure 4. Yard waste collection is unlimited but must be set out according to guidelines, which includes no plastic bags. Large appliances and electronics collections are scheduled by appointment only. Recycling is required for all multi-family units over five and must be coordinated by the building manager or property owner through private collection companies.

**Figure 4: Gainesville PAYT Garbage Cart Sizes**



### **Commercial Collection Service: Alachua County**

In 2011, Alachua County updated their existing ordinance mandating commercial recycling. Per the ordinance, collection services are provided by an open franchise system. Businesses in the County are required to recycle the following materials: steel cans, aluminum cans, glass containers, plastic containers, magazines, newspapers, office paper, and corrugated cardboard. A plastic stirrer and straw ban became active on March 10, 2020. Private hauler databases, educational materials and

staff support are available to assist businesses in implementing the mandate. There is currently no mandate requiring the diversion of yard waste or C&D materials from the landfill.

### **Commercial Collection Service: City of Gainesville**

Waste collection and recycling within the City limits is mandated per ordinance as specified in the City's non-exclusive franchise policies. All commercially collected waste generators in the City of Gainesville are required to recycle designated materials as specified by the City's Mandatory Commercial Recycling Ordinance. Any business generating 15% or more by volume of the designated recyclable materials in their waste stream are required to separate and recycle these materials. Designated Commercial Recyclable Materials are: 1) Papers (cardboard, paperboard, newspaper, magazines, office paper, and junk mail); and 2) Containers (plastic bottles, aluminum cans, steel cans, glass bottles, and cartons). Several private collection companies service the area and can easily be found on the City website. City staff are available to provide information and technical support to any business on this recycling mandate, as well as support for developing workplace recycling programs. Effective January 1, 2020, the City implemented a ban on plastic straws and stirrers.

### **Community Policies, Programs, and Policy Drivers**

#### *University Collection Services: University of Florida*

In striving to be a *Zero Waste Campus*, UF offers numerous waste management alternatives to students, staff, and operational programs of the university. These include a wide array of recycling options and food waste composting, as well as other waste reduction programming as depicted in

#### **Figure 5: UF's Bigbelly Smart Waste and Recycling**



Figure 5 with UF's smart waste and recycling partnership with Bigbelly. Additional initiatives include the UF Surplus Property (reclaiming and distributing useable materials such as electronics and office furniture), Print Smart Initiative (reducing paper consumption by providing departmental assessments for faxing, scanning, printing and copying), Reusable Coffee Mugs and To-Go Containers (reducing single-use containers by providing discounts for bringing reusable mugs, cups, and

containers), Housing Move-Out Recycling Program (partnership with local charities for redistributing furniture and supplies left during move-out), Housing Compost Initiatives (composting paper towels), and Collection Day (open to faculty, students, and staff to drop off unwanted items to be recycled, donated or responsibly disposed).

#### *Further Circular Economy Opportunities and Policy Drivers*

In addition to the strategies described above, the following pertinent resources for waste reduction exist within Alachua County.

- **Food Waste Diversion** – As previously noted, the UF food waste and composting program, as well as the County’s composting education program are generating awareness about alternatives to food waste from the larger stream. Additionally, several residential and small business private food waste pickup/composting services exist. This includes Beaten Path Compost. The County also provides waste-to-energy opportunities with the conversion of vegetable oil to a fuel source as presented in Figure 6.
- **Construction & Demolition Diversion** – In addition to multiple private C&D hauling and recycling companies, several reuse stores and facilities exist in Alachua County. Additionally, the City’s Green Building Ordinance incentivizes the reuse and recycling of construction materials.
- **Hazardous Waste Diversion** – The Alachua County Hazardous Waste Collection Center properly disposes and recycles several household hazardous wastes. These include household chemicals, auto fluids and batteries, paints and solvents, pesticides and corrosive chemicals, electronic scrap, and fluorescent and other mercury containing bulbs.
- **2008 Florida Energy Act** – This State statute developed a goal of 75% waste diversion by 2020.

**Figure 6: Alachua BioDiesel Initiative**



## 2.2 Current Infrastructure

Strategically addressing Zero Waste for a community requires an examination of infrastructure that includes the traditional facility model of managing wastes, as well as the full circularity of material generation. The following compilation of existing infrastructure provides a foundation for understanding opportunities and potential needs within the County and City.

### **Solid Waste Disposal – Landfill, Transfer, Waste-to-Energy and Facilities**

In 1998, the Alachua County Landfill reached maximum capacity. Upon closure, the County determined it in the best interest of the community to outsource landfill disposal. The County currently contracts to dispose of waste at the New River Regional Landfill in Raiford, Florida. In FY2018-2019 the County and its municipalities expended over \$6 million in tip fees to dispose waste to the facility at a current disposal rate of \$29 per ton. It is important to note, the minor increases of recycling and usage of combustion in the past three years has resulted in decreasing landfill disposal costs. Further examination on the waste characterization and tonnage data of materials being disposed may be found in Section 2.3.

Prior to disposal, collected waste is transported to the Leveda Brown Environmental Park and Transfer Facility in Gainesville. Materials are screened for prohibited waste and hazardous

materials to include tires, medical waste, and industrial appliances before being compacted and transported to the landfill facility (70.6 miles round trip). Approximately 36 loads of waste are transported to the New River Landfill Facility daily.

## Resource Recovery and Recycling Facilities

### Recycling Centers

While curbside recycling collection is offered in multiple areas throughout the County, rural, unincorporated areas are serviced by multiple RCCs as seen in Figure 7. Additionally, the County offers collection services at the Leveda Brown Environmental Park and

Transfer Station. These collection facilities are listed in Table 1 and accept the following recycled materials: mixed paper, glass, plastic, metal, white goods and other large metals, household hazardous waste, oil filters, fluorescent lamps, rechargeable batteries, vehicle/boat batteries, computer equipment, electronics, up to five gallons of waste oil, and old paint. Multiple locations also accept gently used items such as toys, pots, pans, furniture, clothing, household goods, and school supplies as noted in the reuse column of Table 1.

**Figure 7: Alachua County Recycling Facilities**



**Table 1: Alachua County Collection Facilities**

Name	Address	Reuse Available
<b>Archer Rural Collection Center</b>	19401 SW Archer Road Archer, FL 32618	Yes
<b>Alachua/High Springs Rural Collection Center</b>	16929 SW Highway 441 High Springs, FL 32643	Yes
<b>Fairbanks Rural Collection Center</b>	9920 NE Waldo Road Gainesville, FL 32609	Yes
<b>North Central Rural Collection Center</b>	10714 N SR 121 Gainesville, FL 32653	Yes
<b>Phifer Rural Collection Center</b>	11700 SE Hawthorne Road Gainesville, FL 32640	Yes
<b>Leveda Brown Environmental Park and Transfer Station</b>	5115 NE 63 <sup>rd</sup> Avenue Gainesville, FL 32609	No

The recycling of debris from C&D activities remains vital for areas of significant growth, like the County and City. Linking the sorting and processing of mixed C&D to programs and policies for job-site separation and prohibition are central to a Zero Waste system. Currently there are several private facilities accepting C&D materials as depicted in Table 2.



**Table 2: Alachua County C&D Recycling and Reuse**

Name	Address	Private / Public	Options
<b>Florence Recycling &amp; Disposal</b>	3222 SE Hawthorne Road Gainesville, FL 32641	Private	Recycling Landfill Transfer Station
<b>Florida Concrete Recycling, Inc.</b>	930 SW 3 <sup>rd</sup> St Gainesville, FL 32601	Private	Glass Recycling Concrete Recycling Asphalt Recycling
<b>Habitat for Humanity ReStore</b>	2317 SW 13 <sup>th</sup> St Gainesville, FL 32608	Private	Material Reuse Appliance Reuse
<b>The Repurpose Project – Reuse Store</b>	1920 NE 23 <sup>rd</sup> Ave Gainesville, FL 32609	Private	Material Reuse Scrap Wood
<b>Watson C&amp;D</b>	12890 NE SR 24 Archer, FL 32618	Private	C&D Material Recycling

*Note: List is subject to change and may not be all inclusive.*

### *Organic Waste Collection*

Limited waste diversion opportunities exist for residents of Alachua County to compost yard waste and food waste. These are comprised of both public and private methods as outlined in Table 3. Note, no option currently provides curbside collection for food waste.

**Table 3: Alachua County Compost (Food and Yard Waste) Recycling**

Name	Address	Private / Public	Material
<b>Alachua County RCCs</b>	Multiple - See Table 1	Public	Yard Waste
<b>Beaten Path Compost</b>	Multiple Drop Off Locations	Private	Food Waste Yard Waste
<b>Gaston's Tree Debris Removal</b>	9333 NW 13 <sup>th</sup> St Gainesville, FL 32653	Private	Yard Waste
<b>UF Student Compost Cooperative</b>	Energy Research and Ed Park Gainesville, FL 32608	Private	Food Waste Yard Waste
<b>Watson Greener Landscaping</b>	12890 NE SR 24 Archer, FL 32618	Private	Yard Waste

*Note: List is subject to change and may not be all inclusive.*

### *Additional Community Resources to Support a Circular Economy*

When assessing the multiple avenues for creating a circular economy, there are other facilities and businesses that can assist by accepting gently used materials or providing additional community-wide recycling services. These are identified in Table 4. In addition to these businesses, the Gainesville Recycling Resource Guide is an updated, informational directory to assist residents and businesses with finding local options to recycle, donate, compost, resell, repair, and properly dispose of various unwanted materials (<https://zerowastegnv.com/recycle/>). Please note, these opportunities link to many midstream and downstream initiatives and are considered an important variable for a Zero Waste community.

**Table 4: Alachua County Additional Recycling Opportunities**

Name	Address	Items Accepted
<b>Alachua Habitat for Humanity ReStore</b>	2317 SW 13 <sup>th</sup> St Gainesville, FL 32608	Clothing, Household Goods, Furniture, Appliances
<b>Batteries Plus Bulbs</b>	3318 SW 35 <sup>th</sup> Blvd. Gainesville, FL 32608	Rechargeable Batteries
<b>Battery Land</b>	1535 NW 6 <sup>th</sup> St. Gainesville, FL 32601	Rechargeable Batteries
<b>Battery Source</b>	4811 SW 34 <sup>th</sup> Ter. Gainesville, FL 32608	Rechargeable Batteries
<b>Best Buy</b>	3520 SW 34 <sup>th</sup> St Gainesville, FL 32608	Electronics, batteries, Wires, Cords, Cables, Plastic Bags
<b>Bj's Thrift Shop</b>	1847 S Main St Gainesville, FL 32601	Clothing, Household Goods, Electronics
<b>Cartridge World</b>	3501 SW 2 <sup>nd</sup> Ave, Suite N Gainesville, FL 32607	Printer Ink Cartridges and Toners
<b>CMC Recycling of Gainesville</b>	1508 NW 55 <sup>th</sup> Pl Gainesville, FL 32653	Aluminum Cans and Scrap, Auto Parts, Bikes, Brass, Cookware, Copper, Ferrous Metals, Garden Tools, Hardware, Lawnmowers, Metal Clothes Hangers, Metal Tags, Musical Instruments – Metal, Nonferrous Metals, Pipes, Radiators, Scrap Metal, Stainless Steel, Tools, Zinc
<b>Entenmanns Gainesville Thrift</b>	1124 SE 4 St Gainesville, FL 32601	Clothing, Household Goods
<b>eco ATM</b>	4010 W Newberry Rd Gainesville, FL 32607	Smartphones, Tablets, Cell Phones
<b>Flashbacks Recycled Fashions</b>	220 NW 8 <sup>th</sup> Ave Gainesville, FL 32601	Clothing
<b>Gainesville Junk Removal</b>	4010 W Newberry Rd Gainesville, FL 32607	Furniture, Appliances, Misc. Scrap Metal
<b>Gator Appliance Recycling</b>	3402 NE 2 <sup>nd</sup> St C Gainesville, FL 32609	Appliances
<b>Goodwill – Gainesville North</b>	1223 NW 23 <sup>rd</sup> Ave Gainesville, FL 32609	Clothing, Household Goods
<b>Goodwill – Gainesville South</b>	3520 SW 34 <sup>th</sup> St Gainesville, FL 32608	Clothing, Household Goods
<b>Haven – Attic Resale</b>	300 NW 8 <sup>th</sup> Ave Gainesville, FL 32601	Clothing, Household Goods
<b>Home Depot</b>	5150 NW 13 <sup>th</sup> St Gainesville, FL 32609 7107 NW 4 <sup>th</sup> Blvd Gainesville, FL 32607	Light Bulbs Rechargeable Batteries
<b>Humane Society of North Central Florida Thrift Store</b>	4205 NW 6 <sup>th</sup> St Gainesville FL 32609	Clothing, Household Goods
<b>JCPenney</b>	6841 W Newberry Rd Gainesville, FL 32605	Plastic Bags #2 and #4

Name	Address	Items Accepted
<b>Kohls</b>	3501 SW Archer Rd Gainesville, FL 32608	Plastic Bags #2 and #4
<b>Lowes</b>	15910 NW 144 Terrace Alachua, FL 32615 2564 Northwest 13 <sup>th</sup> St Gainesville, FL 32609 3500 SW Archer Rd Gainesville, FL 32608	Plastic Bags #2 and #4, Cell Phones, CFLs, Lead-acid Batteries, Lithium-ion Batteries, Nickel-cadmium Batteries, Nickel-metal Hydride Batteries, Nickel-zinc Batteries, Plastic Plant Materials (No Single-use Batteries)
<b>Melody's Memories</b>	5000 NW 34 <sup>th</sup> Blvd Suite 1 & 2 Gainesville, FL 32605	Clothing
<b>Office Depot</b>	1015 NW 13 <sup>th</sup> St Gainesville, FL 32601 6861 W Newberry Rd Gainesville, FL 32605	Ink and Toner Cartridges
<b>Office Max</b>	3642 SW Archer Rd Gainesville, FL 32608	Ink and Toner Cartridges
<b>Outreach Thrift</b>	2430 NW 6 <sup>th</sup> Street Gainesville, FL 32609	Clothing, Household Goods
<b>Plato's Closet</b>	3441 W University Ave B Gainesville, FL 32607	Clothing
<b>Publix Super Markets</b>	All Locations	Plastic Bags #2 and #4, Plastic Egg Cartons, Paper Bags, Plastic Film #2 and #4
<b>Recycling Services of America</b>	2874 NE 1 <sup>st</sup> Terrace Gainesville, FL 32609	Office Paper, Cardboard, Bottles, Cans
<b>Salvation Army</b>	55 NW 23 <sup>rd</sup> Ave Gainesville, FL 32609	Clothing, Household Goods
<b>Sam's Club</b>	2801 NW 13 <sup>th</sup> St Gainesville FL 32609	Plastic Bags #2 and #4, Car Batteries, Marine Batteries
<b>Sandy's Savvy Chic Resale Boutique</b>	4148 NW 13 <sup>th</sup> St Gainesville, FL 32609	Clothing
<b>Sound Ideas</b>	3215 NW 13 <sup>th</sup> St Gainesville, FL 32609	Small Electronics
<b>Sprint Store</b>	3600 SW Archer Rd Gainesville, FL 32608	Cell Phones
<b>St. Patrick's Thrift Shop</b>	2010 NW 6 <sup>th</sup> St Gainesville, FL 32609	Clothing, Household Goods, Furniture
<b>St. Vincent De Paul Thrift Shop</b>	710 N Main St Gainesville, FL 32601	Clothing, Household Goods, Furniture
<b>Target</b>	3970 SW Archer Rd Gainesville, FL 32608	Plastic Bags #2 and #4, Cell Phones, Inkjet Cartridges, MP3 Players
<b>T-Cellular</b>	6419 W Newberry Rd Gainesville, FL 32605	Cell Phones
<b>The ARC of Alachua County</b>	3781 NW 6 <sup>th</sup> St Gainesville, FL 32609	Clothing, Household Goods
<b>The Heart of Gainesville Thrift Store</b>	125 NW 23 <sup>rd</sup> Ave #5 Gainesville, FL 32609	Clothing, Household Goods, Furniture

Name	Address	Items Accepted
<b>The Repurpose Project</b>	1920 NE 23 <sup>rd</sup> Ave Gainesville, FL 32609	Clothing, Household Goods, Furniture, Appliances
<b>Trademark Metals Recycling</b>	817 NE Waldo Rd Gainesville, FL 32641	Ferrous and Non-ferrous Metals, White Goods, and Appliances
<b>Uniquities Consignment Shop</b>	526 N Main St Gainesville, FL 32601	Furniture, Home Goods, Clothing
<b>Walmart</b>	All Locations	Plastic Bags #2 and #4, Car Batteries, Marine Batteries
<b>Watson C&amp;D</b>	12890 Northeast State Route 24 Archer, FL 32618	Aluminum Scrap, Asphalt, Brass, Brick, Carpet, Carpet Padding, Ceiling Tiles, Ceramic
<b>Whole Foods</b>	3490 SW Archer Rd Gainesville, FL 32608	Batteries, Corks, Plastic Bags, Brita Filters, Yogurt Cups and #5 Plastics
<b>WeeCycle of Gainesville</b>	1405 NW 23 <sup>rd</sup> Ave Gainesville, FL 32605	Clothing, Furniture, Household Goods

*Note: List is subject to change and may not be all inclusive.*

## 2.3 Waste Characterization and Generation

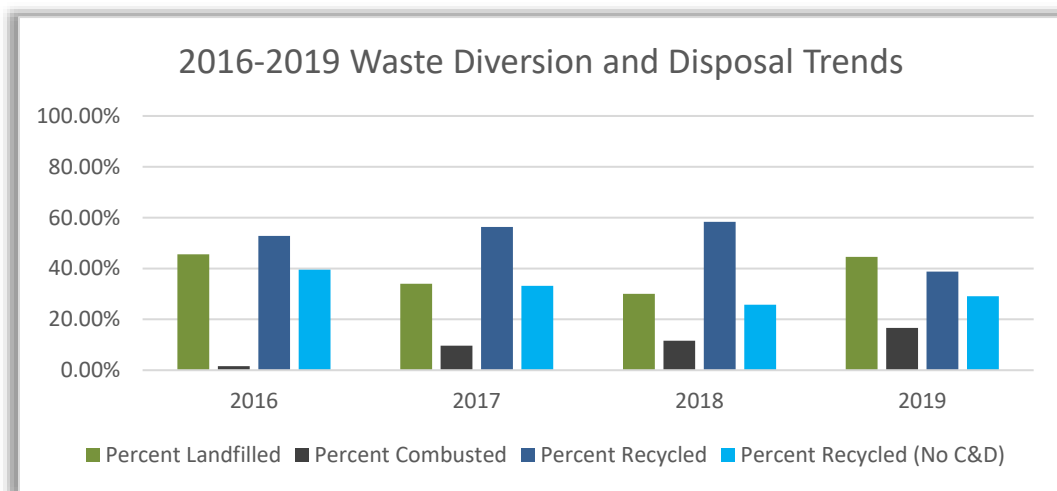
Defining Zero Waste strategies within a community requires knowing existing resources available for achieving a circular economy as presented in Section 2.2, as well as solid waste output in tonnages (recycled materials, landfilled, or combusted garbage), solid waste compositions, and trends over time.

In 2019, the County and City managed over 560,000 tons of municipal solid waste with a recycling rate of 39%. It is important to note in the County and City, as in many growing jurisdictions, C&D waste constitutes a large portion of the materials managed. Isolating C&D and removing it from waste totals, reveals a decreasing long-term trend in municipal recycling in the County. In 2019, only 29% of materials other than C&D were recycled. This compares to 40% in 2016.<sup>4</sup> Figure 8 presents the waste diversion and disposal trends from 2016-2019.

<sup>4</sup> “Annual Reporting of Materials Collected”, Florida Department of Environmental Protection (FDEP), 2016-2019



**Figure 8: Alachua County Waste Diversion and Disposal Trends**

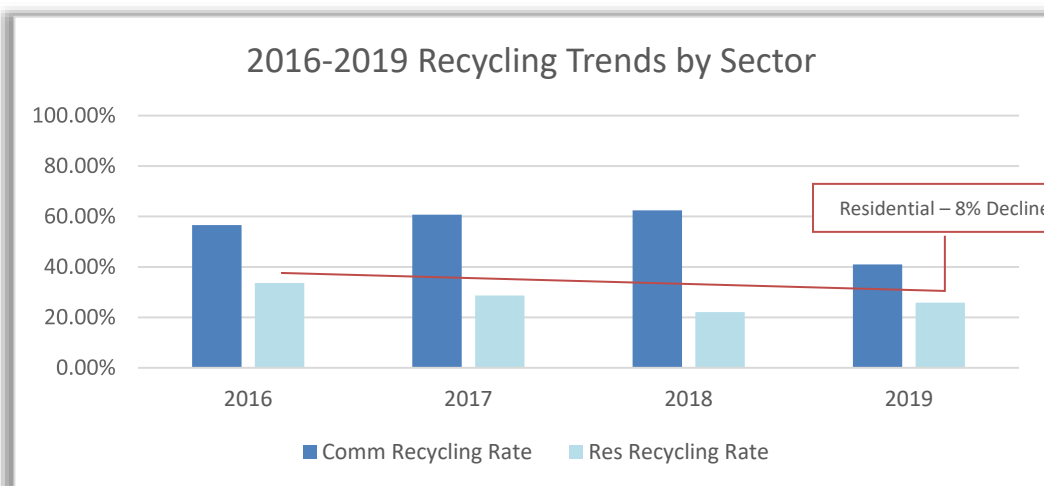


Data Source: FDEP Annual Reporting of Materials Collected (2016-2019).

Further analysis of recycling rates for the County and City reveal an increase in commercial recycling as noted in Figure 9. However, in 2019 the commercial recycling rate did drop to 41%. While this drop may reflect a reduced quantity of C&D materials for the year (as discussed later in this section) it may also reveal an area for increased outreach and education and should be tracked in future years.

Residential recycling rates steadily declined since 2016 with a 3% increase in 2019. Over 85,000 tons of residential solid waste was collected in 2019 with 26% recycled. As the County and City move forward with defining strategies for increasing diversion and meeting Zero Waste goals, public awareness on these recycling rates may reveal opportunities for increased education.

**Figure 9: Alachua County Recycling Trends by Sector**

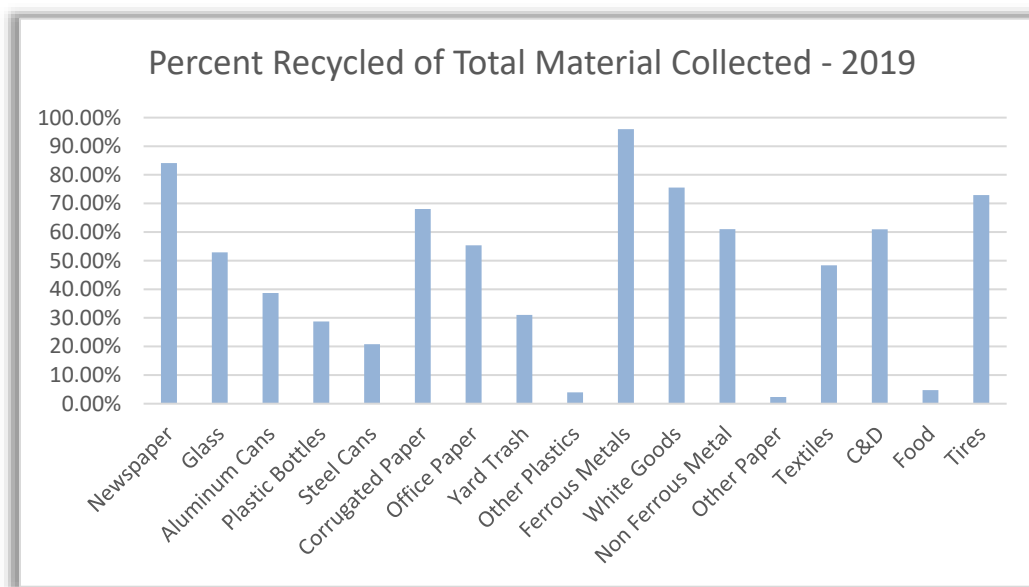


Data Source: FDEP Annual Reporting of Materials Collected (2016-2019).

Note: Large scale construction and development may have impacted commercial rates from 2018-2019.

Understanding commodities being recycled in comparison to total tonnages collected can assist in designing appropriate Zero Waste strategies for not only increasing diversion rates through recycling, but those that impact a circular economy. Figure 10 reveals the recycling rate of each material in 2019, exposing diversion potentials. Materials collected in the residential dual stream system that saw a less than 30% capture rate include plastic bottles and steel cans. Newsprint saw the highest diversion at 84%, a large increase from the 2018 percentage of 9%. Both glass and aluminum can recycling also increased in 2019 by 16% and 12%, respectively.

**Figure 10: 2019 Composition of Recycled Material in Alachua County**



Data Source: FDEP Annual Reporting of Materials Collected (2019).

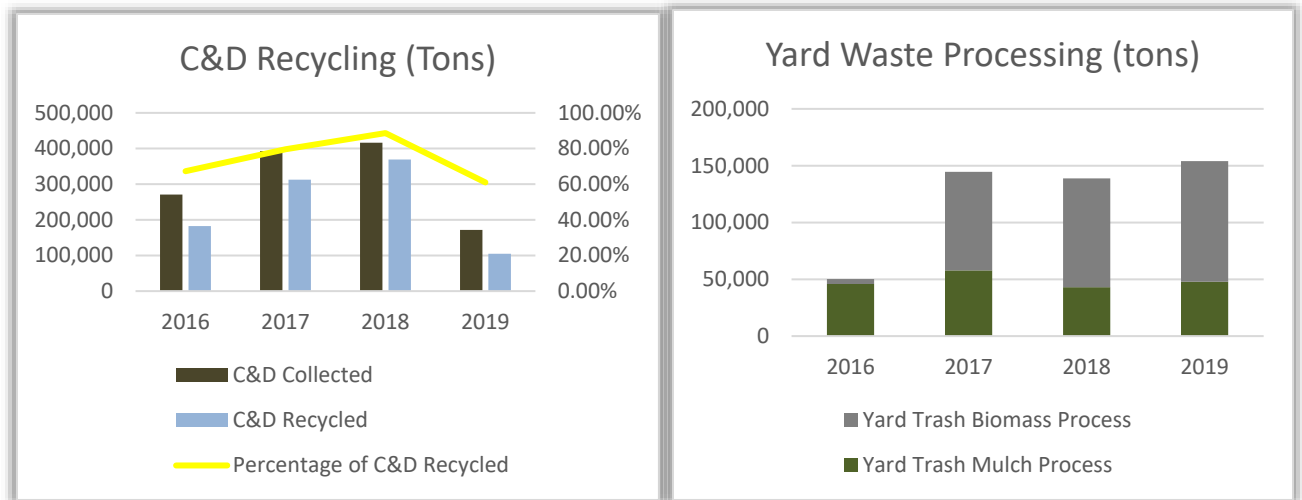
Data represented in Figure 10 is further defined in Table 5. This reveals actual tonnages collected and recycled by material type in 2019.

**Table 5: 2019 Tonnage Data by Material Type**

	Newspaper	Glass	Aluminum Cans	Plastic Bottles	Steel Cans	Corrugated Paper	Office Paper	Yard Waste	Other Plastics	Ferrous Metals	White Goods	Non-Ferrous Metals	Other Paper	Textiles	C&D	Food	Tires
<b>Collected (t)</b>	3,619	7,694	1,067	3,702	1,606	40,217	4,800	153,995	24,242	14,496	3,590	2,384	42,737	8,530	171,838	27,847	2,801
<b>Recycled (t)</b>	3,043	4,072	413	1,063	334	27,363	2,657	47,826	965	13,912	2,712	1,455	989	4,125	104,770	1,323	2,042
<b>Percent Diverted</b>	84%	53%	39%	29%	21%	68%	55%	31%	4%	96%	76%	61%	2%	48%	61%	5%	73%

Materials with the greatest diverted tons for 2019 include C&D (104,770 tons recycled) and yard waste (47,826 tons recycled). However, further analysis reveals a decreasing trend in the recycling rates of these materials as seen in Figure 11. The recycling of C&D materials trended towards greater diversion, until 2019. These rates may be monitored in the future to determine any lasting trends. Additionally, yard waste diversion has decreased by 30% since 2016.

**Figure 11: 2016-2019 C&D and Yard Waste Recycling Trends**



Data Source: FDEP Annual Reporting of Materials Collected (2016-2019).

Note: C&D tonnages can fluctuate for a community based upon large scale construction projects.

In addition to the potential for recycling yard waste as noted in Figure 11, food waste was one of the least diverted materials in trend data. In 2019, over 27,000 tons of food waste was collected in the County. As presented in Table 5, only 5% (or 1,300 tons) were recycled.

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## Section 3

# Zero Waste Strategies

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In addition to collecting baseline data, KCI utilized a Zero Waste strategy planning tool issued by the United States Environmental Protection Agency (EPA). This spreadsheet tool titled *Managing and Transforming Waste Streams*<sup>5</sup> was revised by KCI to focus on initiatives necessary for the County and City to maximize their waste reduction and achieve their circular economy goals. Analysis of the baseline data presented in Section 2 and the EPA spreadsheet tool allowed KCI to perform an opportunity and gap analysis to identify potential strategies to be considered by both the County and City.

## 3.1 Evaluation Process

Strategic planning for Zero Waste impacts a variety of sectors and initiatives across a community. The County and City have several initiatives that fundamentally overlap with the goals and strategies for Zero Waste. The Solid Waste Element of the adopted 2019 Alachua County Comprehensive Plan defines multiple objectives and policies that are supported by the potential strategies identified in this section.

The potential strategies the County and City may consider are categorized into the following:

1. *General Recommendations*
2. *Organic Material Recovery*
3. *Recyclables and C&D Recovery*

### 3.1.1 Strategy Identification and Selection

KCI consulted with representative staff from the County's Solid Waste and Resource Recovery Department and the City's Public Works and Sustainability Departments to refine findings from the baseline assessment and clarify identified strategies.

### 3.1.2 Strategy Evaluation Methodology

Table 6 presents the evaluation criteria selected for each strategy. These were based on an initial list identified in coordination with representative staff from the County and City. These criteria included overarching community drivers and recognized the need for both quantitative (measurable) and qualitative (non-measurable) evaluation measures. It remains important to note that not all criteria apply to every strategy and quantitative measures were based on a hypothetical reduction potential. These numerical qualifiers may prove useful in future calculations for quantifying impacts and when measuring progress of the implemented strategies.

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<sup>5</sup> EPA Website: <https://www.epa.gov/transforming-waste-tool/managing-and-transforming-waste-streams-tool>

**Table 6: Non-Measurable and Measurable Criteria for Evaluating Strategies**

<b>Non-Measurable Criteria</b>	<b>Description</b>
<b><i>Supports Source Reduction</i></b>	Strategy reduces or influences the reduction of materials from the point-of-use source.
<b><i>Supports Material Reuse</i></b>	Strategy results in the reuse of a material rather than disposal.
<b><i>Supports Material Repair</i></b>	Strategy results in the repair of a material rather than disposal.
<b><i>Reduces Toxicity</i></b>	Strategy reduces toxicity levels for the community and environment.
<b><i>Builds Circular Economy</i></b>	Strategy increases the circular economy for the community and region.
<b><i>Engages Community</i></b>	Strategy increases user awareness, promotes engagement, and builds participation (households and/or businesses).
<b><i>Supports Future Zero Waste</i></b>	Strategy provides a basis for future Zero Waste activities for the community (households and/or businesses).
<b><i>Ease of Implementation</i></b>	Implementation of strategy relative to its ease, including related policy changes.
<b><i>Timeliness</i></b>	Strategy will begin increasing waste diversion rates to meet Zero Waste goals within the planning period.
<b><i>Fosters Community Partnerships</i></b>	Strategy creates new (or expands existing) partnerships between the governments, businesses, and organizations.
<b>Measurable Criteria</b>	<b>Ranking Basis</b>
<b><i>Tons Diverted</i></b>	Municipal Solid Waste (MSW) tonnage diverted from disposal
<b><i>Per Capita Disposal Reduction</i></b>	MSW disposal tonnage calculated per capita
<b><i>Business Development</i></b>	Business growth factors (new licenses and permits) / Increased partnerships in the Eco-Industrial Park
<b><i>Job Creation</i></b>	Local Area Unemployment Statistics – LAUS (U.S. Dept of Labor Bureau of Labor Statistics)
<b><i>Reduced Greenhouse Gas (GHG) Emissions</i></b>	Metric tons CO2, equivalents reduced

In addition to the criteria identified in Table 5, selected strategies were also evaluated for their advantages and disadvantages, estimated impacts on material reduction, diversion, and reuse, as well as overarching environmental impacts.

## 3.2 Potential Zero Waste Strategies

The sections below present the potential strategies to be considered in the final plan.

### 3.2.1 General Strategies

The assessment process of baseline data revealed six general strategies for the County and City for fostering Zero Waste within their jurisdictions, as well as meeting their own internal operational Zero Waste goals. Table 7 defines each selected strategy and includes advantages and potential challenges for implementation.

**Table 7: Selected General Strategies**

Strategy	Category	Impact Area
<b>Establish a Solid Waste Reduction Goal and Formalize by Adopting a Resolution on Zero Waste.</b>	Policy	Upstream
<p><b>Description:</b> Utilizing strategies in this plan, develop a template Zero Waste resolution for use by the County and municipalities. Increase coordination with all municipalities (City of Alachua, City of Archer, City of Hawthorne, City of High Springs, Town of La Crosse, Town of Micanopy, City of Newberry, and City of Waldo) to ensure governments adopt a resolution to address Zero Waste and the final recommendations in the forthcoming Alachua County Zero Waste Strategic Plan.</p> <p><b>Advantages:</b> Establishes a formalized commitment and foundation for Zero Waste initiatives in the community. Ensures commitment from policy leaders in making Zero Waste a priority for the community.</p> <p><b>Potential Challenges:</b> <b>Funding requirements to fulfill goal. Public support for initiative.</b> Requires intergovernmental coordination.</p>		
<b>Implement a Zero Waste Procurement Policy.</b>	Policy	Upstream
<p><b>Description:</b> Adopt a policy for the procurement of services and materials that supports a circular economy (e.g., local products, required percentage of recycled content, biodegradable single-use products, precautionary principle for purchases, etc.).</p> <p><b>Advantages:</b> Supports the circular economy in the area and allows governments to lead by example.</p> <p><b>Potential Challenges:</b> Requires political motivation and financial resources. Additionally, locating the services and materials may initially be difficult.</p>		
<b>Revise Future Contracts and Franchise Agreements with Collections and Processing Vendors to Include Requirements and Incentives Addressing Zero Waste.</b>	Policy	Downstream
<p><b>Description:</b> Address waste diversion in the procurements of collections and processing contracts and include future opportunities for organics collection and other materials (e.g., performance linked renewals and extensions, additional payments for achieving targeted waste reduction, inbound tip fees).</p>		

Strategy	Category	Impact Area
<p><b><u>Advantages:</u></b> Can lead to higher diversion rates and the ability to meet established goals. Allows the County and City greater control of their procurements and may be linked to educational and outreach programming to increase public awareness.</p> <p><b><u>Potential Challenges:</u></b> Will require careful integration into the procurement process to minimize impacts to rates and may make contracts complex with phasing in of certain services (e.g., organics collection) as infrastructure is built. May limit participation by some vendors in public procurements.</p>		
<b>Establish Public and Private Partnerships to Facilitate Innovative Research and Develop New Technologies for Managing Solid Waste in Alachua County and City of Gainesville.</b>	Program Infrastructure	Upstream Downstream
<p><b><u>Description:</u></b> Foster the implementation of the Eco-Industrial Park Business Plan by continuing to build public and private partnerships and acquire new tenants in the recycling and recycling-related manufacturing industries.</p> <p><b><u>Advantages:</u></b> Encourages innovation, utilizes existing infrastructure, and incorporates Zero Waste planning into the Eco-Industrial Park Business Plan.</p> <p><b><u>Potential Challenges:</u></b> Will require political buy-in, support, and potential funding.</p>		
<b>Develop Partnerships with the Private Sector to Implement a Large-Scale Reuse Program.</b>	Program Operations	Downstream
<p><b><u>Description:</u></b> Engage the private entities in developing a comprehensive reuse program to increase the level of material recovery for Alachua County and City of Gainesville.</p> <p><b><u>Advantages:</u></b> Large waste reduction impacts based upon case study programs. Fosters circular economy. Generates job growth. May be more financially advantageous than disposal fees.</p> <p><b><u>Potential Challenges:</u></b> Requires private sector interest, capital, and warehouse or infrastructure for the collection of salvaged materials and storefront for sales. Requires political support. May require altering of current collection contracts to ensure appropriate Designated Facility for receipt of materials or allow for the infrastructure for salvaging of materials to be co-located at the facility.</p>		
<b>Develop a Community-Wide Zero Waste Recognition and Certification Program.</b>	Program	Upstream Downstream
<p><b><u>Description:</u></b> Partner with businesses, industries, and community groups to establish a program promoting the principles of waste diversion and reduction by including social and behavioral change marketing tools. Include incentives for businesses collecting both organic and recyclable materials and implementing Zero Waste procurement policies (e.g., biodegradable single-use products, etc.).</p> <p><b><u>Advantages:</u></b> Provides a recognition platform for changes. Utilizes social behavioral change techniques to foster sustainable business growth, increase waste reduction rates, and increase use of sustainable materials.</p> <p><b><u>Potential Challenges:</u></b> Will require dedicated staff time and resources to implement. Design of the program will need to meet current community needs, while building upon social marketing strategies to ensure it is widely utilized and accepted. Implications from selected incentives (e.g., financial, structural) will need to be fully evaluated and understood prior to implementation.</p>		

### 3.2.2 Organic Material Recovery

In addition to general strategies, data analysis revealed seven strategies specific to the material reduction, diversion, and reuse of organic materials. Table 8 defines each selected strategy and includes advantages and potential challenges for implementation.

**Table 8: Selected Organic Material Recovery Strategies**

Strategy	Category	Impact Area
<b>Establish the Processing Facility Infrastructure Necessary for Diverting Organic Materials from the Waste Stream.</b>	Infrastructure Operations	Downstream
<p><u>Description:</u> Increase organics diversion rates by developing or fostering the development of a community-wide organics processing facility to transition materials into a compost commodity.</p> <p><u>Advantages:</u> Current processing of organic materials is limited to yard waste. Establishing an organics processing facility will allow for the diversion of over 20% of materials from the County and City's solid waste stream and foster partnerships.</p> <p><u>Potential Challenges:</u> Will require planning, space, and adequate funding. Financial sustainability of the processing facility will require adequate materials collected to process (feedstock). Feedstock will be needed to ensure adequate operations and to leverage any potential private sector interest.</p>		
<b>Develop a Plan to Phase Organics from Garbage Collection.</b>	Policy	Upstream
<p><u>Description:</u> Implement a two phased approach for reducing organic materials from the waste stream. Phase I to limit or encourage diversion as compost facility infrastructure is established. Phase II to include the ban of organics from refuse based on use sector (residential, commercial, and operational).</p> <p><u>Advantages:</u> Will ensure adequate feedstock for any future organics processing facility. Will allow for a comprehensive assessment of requirements to ensure a viable and successful organics processing facility.</p> <p><u>Potential Challenges:</u> May require revisions to collection contracts. Plan will need political and public support and buy-in to be viable. May require changes to customer collection programs including new containers or new set-out procedures.</p>		
<b>Develop Infrastructure for the Collection of Organic Materials.</b>	Infrastructure Operations	Downstream
<p><u>Description:</u> Utilize existing collection methods for recyclable materials (i.e. curbside collections, drop off sites, etc.) to build or purchase the infrastructure for collecting organic materials for processing.</p> <p><u>Advantages:</u> Allows for greater diversion of organic materials. Can foster partnerships with the private sector and inter-locally. Allows for consistent messaging and branding to encourage greater participation and stability.</p> <p><u>Potential Challenges:</u> Infrastructure may require staffing or operational changes to resource recovery centers, carts, or other collection bins, as well as a collection fleet. May additionally require modifications to solid waste ordinances. Significant public education and outreach to inform customers of programmatic changes and to improve diversion potentials.</p>		
<b>Build Upon Recycling Outreach and Education Programming to Include Organic Material Diversion.</b>	Program	Midstream
<p><u>Description:</u> Provide educational programming on the benefits for composting and food waste prevention to grocery stores, restaurants, school cafeterias, caterers, and other food service vendors.</p>		



Strategy	Category	Impact Area
<p><b><u>Advantages:</u></b> Supports organics processing infrastructure and may increase program participation rates. Diversion rates of organic materials will increase. Easy expansion of existing solid waste system programming.</p> <p><b><u>Potential Challenges:</u></b> Requires consistency in messaging. May require additional financial resources.</p>		
<b>Add Incentives to Current Residential Backyard Composting Programs and Expand.</b>	Policy	Midstream
<p><b><u>Description:</u></b> Incentivize material diversion through backyard composting. Incentives may be linked to existing PAYT programs and could be advertised and marketed to residential customers.</p> <p><b><u>Advantages:</u></b> Builds upon an existing program and infrastructure. Reduces the collection and processing burden on the communities by having materials processed at the source.</p> <p><b><u>Potential Challenges:</u></b> Program participation may already be maxed. Incorporating incentives may not have an adequate return on investment.</p>		
<b>Market Final Compost Product Throughout Community and Provide Education on Importance of Soil Restoration.</b>	Operations	Midstream
<p><b><u>Description:</u></b> Support concepts of a circular economy by ensuring the sale and marketing of final compost products. (If processing facility is publicly owned, include in operations. If public-private include requirement in procurement documents. Potentially partner with Water Quality and other departments.)</p> <p><b><u>Advantages:</u></b> Fosters circularity within the community. Offsets a portion of organic material processing costs. Increases community awareness of the product, but also of community's commitment to Zero Waste.</p> <p><b><u>Potential Challenges:</u></b> Will require staff, or a contracted vendor, with training or expertise in commodity marketing to increase sales to a viable level.</p>		
<b>Expand Food Recovery Networks to Include Food Pantries.</b>	Operations	Midstream
<p><b><u>Description:</u></b> Encourage the coordination of pick-up and delivery of edible food from food service vendors and partner with Florida Organics Growers and Consumers to encourage "Gleaner" volunteer groups to harvest surplus for food banks.</p> <p><b><u>Advantages:</u></b> Fosters partnerships among different sectors of the community. Increases awareness on hunger and poverty initiatives within the County and City. Redirects excess food to those within the County and City in need. Reduces organic materials in need of reprocessing or disposal.</p> <p><b><u>Potential Challenges:</u></b> May require new resources for transporting materials. May require incentives or social marketing campaigns to increase participation of food service vendors.</p>		

### 3.2.3 Recyclables and C&D Recovery

Analysis of data for the County and City identified the potential to increase the recovery, diversion, and reuse of both common recyclable materials and those from C&D. Thirteen resulting strategies were selected. Table 9 defines each selected strategy and includes advantages and potential challenges for implementation.

**Table 9: Selected Recyclables and C&D Recovery Strategies**

Strategy	Category	Impact Area
<b>Foster the Expansion and New Development of C&amp;D Reuse and Recycling Facilities for the Region.</b>	Infrastructure Operations	Downstream
<p><u>Description:</u> Increase community-wide opportunities for diverting C&amp;D materials from disposal by enhancing collection, processing, and reuse marketing. This may include economic development incentives, tax breaks, etc.</p> <p><u>Advantages:</u> Establishes the framework for partnerships to assist diverting C&amp;D materials. Increases economic circularity. Fosters business growth.</p> <p><u>Potential Challenges:</u> Will require ordinance revisions, changes in contractual relationships, a funding source for education, and political support. Landfill operations may require different cover sources or stabilization material.</p>		
<b>Establish Uniform Multi-family Recycling.</b>	Operations	Midstream
<p><u>Description:</u> Develop uniform multi-family recycling to increase diversion rates through collections services, materials accepted, and education and outreach promotion.</p> <p><u>Advantages:</u> Will strengthen the recycling program and increase diversion rates by providing uniformity and simplifying educational programming.</p> <p><u>Potential Challenges:</u> Will require ordinance revisions and political support. Multi-family materials typically have high contamination levels, requiring significant outreach and education efforts, as well as potential carts or equipment for units to recycle effectively.</p>		
<b>Conduct an Analysis of Recycling and Disposal Fees for the County to Identify Methods for Discouraging the Landfill of Material.</b>	Operations	Midstream
<p><u>Description:</u> Build upon results from an analysis of the existing fee structures to identify necessary changes for utilizing cost factors as a deterrent for landfilling material (i.e. providing lower customer rates for reuse and recycling rather than landfill or thermal disposal, negotiating lower tipping fees in hauler and processor contracts, etc.).</p> <p><u>Advantages:</u> Provides the County and City with a clear picture of fees associated with municipal solid waste disposal to evaluate potential areas for deterring landfill material. Can be utilized as a financial foundation for numerous Zero Waste strategies.</p> <p><u>Potential Challenges:</u> Will require staffing and/or funding to perform.</p>		
<b>Foster the Development of Regional Reprocessing Facilities.</b>	Infrastructure	Downstream
<p><u>Description:</u> Increase economic development and diversion opportunities by implementing incentives that encourage the development of textile, electronics, and other innovative reprocessing facilities to foster closed loop approaches to waste management and foster job growth. This may include economic development incentives, tax breaks, etc.</p> <p><u>Advantages:</u> Fosters economic and job growth. Increases Zero Waste partnerships across the community.</p> <p><u>Potential Challenges:</u> Selected incentives could have unexpected implications for the community and should be thoroughly vetted. May require intergovernmental coordination.</p>		
<b>Revise Building Code Standards or Green Building Ordinances to Address Zero Waste Initiatives for C&amp;D Material Diversion.</b>	Policy	Upstream

Strategy	Category	Impact Area
<p><b><u>Description:</u></b> Require reuse and recycling for the construction industry by integrating into existing policies and codes and provide contractor education. If linking to Green Building Ordinances, consider incentivizing to include streamlined permit review, permit fee reductions, flexibility in parking requirements, adaptive reuse for historic buildings, etc.</p> <p><b><u>Advantages:</u></b> Supports infrastructure investments by ensuring necessary feedstock.</p> <p><b><u>Potential Challenges:</u></b> Requires political buy-in and support. May be challenged by the building community. May impact the costs of construction and new development.</p>		
<b>Conduct Operational Analysis of Current Material Recovery Facilities (MRFs) to Ensure High Performance Rates that Support Zero Waste.</b>	Operations	Downstream
<p><b><u>Description:</u></b> Conduct operational analysis assessing the age, size, commodities recycled, potential upgrades, contamination rates, residue rates, quality of baled commodities, etc. and develop operational and outreach strategies for improvement. Strategies may be included in new processing contracts.</p> <p><b><u>Advantages:</u></b> Allows the County and City to optimize processing and reduce residue. Allows for the identification of potential upgrades to increase recovery.</p> <p><b><u>Potential Challenges:</u></b> Will require staff time and/or funding.</p>		
<b>Expand Existing Mandatory Commercial Recycling Ordinance.</b>	Policy	Midstream
<p><b><u>Description:</u></b> Build upon existing ordinances to include waste stream audits to evaluate compliance and establish a maximum waste contamination of recyclable materials for businesses, institutions, and multi-family complexes.</p> <p><b><u>Advantages:</u></b> Audits will present clear data on compliance for commercial and multi-family recycling.</p> <p><b><u>Potential Challenges:</u></b> Maximum contamination levels may be controversial. Policy changes will require political buy-in and support. Inspection and enforcement will be required to implement effectively.</p>		
<b>Adopt New Ordinances Banning Specific Recyclables from Entering Local Transfer Stations, Landfills, and Incinerators.</b>	Policy	Midstream
<p><b><u>Description:</u></b> Expand upon the Florida Department of Environmental Protection list of recyclable materials to be banned from entering local transfer stations, landfills and incinerators and ensure inclusion in all contractual agreements with haulers and processors.</p> <p><b><u>Advantages:</u></b> Increases material diversion from disposal and fosters more opportunities for reuse and repurpose.</p> <p><b><u>Potential Challenges:</u></b> Will require political buy-in and support. May require amendments to contractual agreements. May increase rates. Will require adequate infrastructure for processing and managing materials. Will require significant outreach and education to the public.</p>		
<b>Adopt an Ordinance to Incorporate Reusable and Recyclable Materials into Local Government Road Construction and Maintenance Projects.</b>	Policy	Upstream
<p><b><u>Description:</u></b> Develop or revise existing ordinances to include the use of reusable and recyclable materials into construction and maintenance projects.</p> <p><b><u>Advantages:</u></b> Fosters an end use for certain repurposed C&amp;D materials. May reduce road construction costs.</p> <p><b><u>Potential Challenges:</u></b> Will require political buy-in and support. May require review and revision of operational standards in addition to ordinance adoption. Will require a phased approach or the assurance of adequate feedstock from local sources.</p>		

Strategy	Category	Impact Area
<b>Conduct a Feasibility Study on the Development of a Regional CHaRM Facility for Processing Bulky Materials.</b>	Infrastructure	Downstream
<p><u>Description:</u> Allocate resources for conducting a feasibility study researching the viability for constructing a regional Center for Hard to Recycle Materials (CHaRM) drop off site.</p> <p><u>Advantages:</u> Will evaluate community interest and need for a center to collect items. Results may provide insight and support for private partnerships or interlocal agreements.</p> <p><u>Potential Challenges:</u> Will require staff time and/or funding. Currently not a widely operated type of facility nationally. Thus, operating procedures may need to be developed for use.</p>		
<b>Consider the Use of Waste-to-Energy to Address Difficult to Recover Materials and Waste Streams.</b>	Infrastructure	Downstream
<p><u>Description:</u> Assess the viability and need for utilizing alternative technologies to address materials and streams clearly identified as difficult to recover.</p> <p><u>Advantages:</u> Assessments will provide the County and City with necessary information to determine if alternative technologies are a viable option for certain materials. May allow for business development, job growth and potential partnerships.</p> <p><u>Potential Challenges:</u> Will require political interest and support. Selection of materials to be utilized for alternative technologies will need to be clearly defined to ensure it is being utilized as a last resort option prior to landfill disposal.</p>		
<b>Expand the Reach of the Business Recycling Toolkit to all Municipalities within the County.</b>	Operations	Upstream
<p><u>Description:</u> Coordinate educational programming for businesses and define target goals for fostering recycling among the private sector. Include education on contamination and residue.</p> <p><u>Advantages:</u> Toolkit already developed. Easy strategy to implement.</p> <p><u>Potential Challenges:</u> Will require staff time. May have minimal impacts to diversion levels. May not be suitable for all municipalities depending upon their own ordinances, policies, and programs.</p>		
<b>Support Organizations Working on the Implementation of Take-Back Programs.</b>	Operations	Downstream
<p><u>Description:</u> Assess composition of collected hard to recycle and hazardous items for County and City to determine industries to target and implement "Take-Back" programs.</p> <p><u>Advantages:</u> Requires businesses to take-back difficult to manage items such as batteries and lightbulbs and reduces the County and City's need for processing or providing proper disposal.</p> <p><u>Potential Challenges:</u> Will require political buy-in and support. Compositional analysis will require staff time, partnerships, and/or funding to determine appropriate industries to target.</p>		

## Section 4

# Additional Recommendations and Resources

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### 4.1 Contractual and Franchise Relationships

Procurement agreements for collecting and processing municipal solid waste can be key to advancing Zero Waste within a community. Currently, the County and City contract solid waste stream collections through an exclusive franchise for residential collection and provide an open franchise collection option for the commercial sector. If the County considers more contractual relationships in the future, the challenge will lie with developing contracts that address waste reduction, recycling, and composting while still providing cost effective per unit rates. While these are specific to individual municipalities, the following are general best practices:

- Procurement language must clearly define the scope of services. Some communities seek contractual agreements that will universally require providers to offer recycling and composting services to all garbage collection customers. This can also be an important foundation in ensuring adequate feedstock for infrastructure investments in processing facilities.
- If an equitable and sustainable partnership is in place, communities may consider negotiating with their current vendors to foster fundamental programming that can increase diversion.
- While it has the potential to impact rates, directly requesting vendors to meet minimum Zero Waste standards and including these standards in the evaluation process can directly impact waste reduction and diversion.
- The legal strength of different contractual arrangements that mandate the direction of materials to certain facilities should be considered.

There are numerous examples of zero waste service standards that can be incorporated into contractual agreements. While an appropriate standard for one community may not be applicable to another, common standards utilized include:

- Structuring franchise fees to encourage recycling.
- Eliminating volume discounts for large waste generators.
- Include recycling in the cost of garbage.
- Providing universal recycling services to all multi-family dwellings, institutions, commercial businesses, and industries.
- Providing reuse and recycling of bulky items collected.
- Providing organics collection and processing to include yard waste, food waste, and compostable materials to all residents, businesses, and institutions.

- Providing collection and/or processing services for household hazardous waste and difficult to recycle items.
- Providing Zero Waste education and outreach to residents and businesses.
- Fostering an independent take-back service for returning products and packaging to manufacturers and retailers.
- Providing independent audit services to businesses for waste reduction.
- Resource management and sales, such as recovered recyclable commodities, landfill gas and biogas or the energy from those sources, greenhouse gas credits, and compost.

The following provides additional high diversion strategies that may prove helpful for structuring effective service requirements:

- Do not provide financial restrictions on recycling set-outs. Allow extra carts, bins, or bags at no additional cost.
- Restrict compaction of recyclables in the transfer and delivery process to maintain the integrity of materials.
- Establish a compensation structure that allows contractors to realize the financial benefits for service improvements and innovations that lead to higher levels of diversion.
- Establish a compensation structure that provides performance bonuses tied to reduced costs (e.g., from increased efficiency, reduced contamination, or avoided disposal fees).

### 4.1.1 Case Studies

As the County and City consider changes to their contractual agreements, the following case studies may provide insight on strategies taken by local governments. Please note, after receipt of stakeholder feedback, these will be expanded to identify case studies on specific strategies from comparable communities. Where applicable, emphasis will be on those located in Florida.

**City of Key West, Florida:** [Zero Waste Plan](http://www.cityofkeywest-fl.gov/departments/division.php?structureid=175)  
[www.cityofkeywest-fl.gov/departments/division.php?structureid=175](http://www.cityofkeywest-fl.gov/departments/division.php?structureid=175)

The City of Key West integrated community goals for Zero Waste into their Solid Waste Master Plan. The plan included several studies to not only identify tonnages, but to characterize the city's disposed waste to identify opportunities for increasing diversion. Short-term strategies identified include:

- Enhance residential recycling to maximize recycling and composting from single-family and multi-family residents.
- Redesign commercial waste system to provide recycling and composting services to all businesses and institutions in the City.
- Enhance the construction and demolition debris recycling to increase diversion from the building sector.

- Evaluate anaerobic digestion of food scraps at the San Jose/Santa Clara Water Pollution Control Plant.
- Pursue opportunities to support Extended Producer Responsibility initiatives and target reduction of single-use carryout bags, as well as non-recyclable/non-compostable take-out food packaging.

**City of Austin, Texas:** [Policy Changes and Contractual Agreements](https://austintexas.gov/departments/zero-waste-2040)  
<https://austintexas.gov/departments/zero-waste-2040>

In 2011, Austin City Council adopted the “Austin Resource Recovery Master Plan” to guide the city in reaching the Council’s goal of diverting at least 90% of discarded materials from the landfill by 2040.

- Ordinance and policy changes supported new contractual agreements. These included:
  - Universal Recycling and Composting Ordinance – Phases in requirements for recycling services to all tenants and employees in multi-family dwellings, office buildings and institutions. Additionally, the ordinance phases in retail, restaurants, and industrial generators.
  - Construction and Demolition Recycling Ordinance – Required building projects for more than 5,000 square feet of new, added, or remodeled floor area to reuse or recycle at least 50% of construction debris or dispose of no more than 2.5 pounds per square foot.
  - Hauler Registration Ordinance – Private service providers are required to register with the city and report service levels, diversion, and disposal tonnages with fees covering monitoring and enforcement costs.
  - Take-back Ordinance – The city is considering requiring brand owners to take back non-recyclable, non-compostable, or hard to handle products such as pharmaceuticals, sharps, batteries, and fluorescent bulbs.
- The city utilized a phased-in approach in their contracts to allow time for all stakeholders to understand new regulations and roles.

**City of Berkeley, California:** [Reuse Partnership](http://www.urbanore.com)  
[www.urbanore.com](http://www.urbanore.com)

To reclaim reusable materials and divert them from disposal, the city has contracted with a private salvage company for over 20 years. This company holds exclusive rights of all reusable materials from the city’s transfer station tip floor and is allocated space on the property for a staff shed and vehicle to transport materials to their retail store in the Eco Park of South Berkeley. Additionally, the company reports hazardous materials to city staff to avoid illegal disposal.

Initially, the city contracted \$40 per ton for all materials salvaged, less than the cost of landfilling and transportation. However, the financial success and stability of the program eliminated the revenue payment from contractual terms from 2012-2020. Currently, City Council is adopting a resolution for a three-year term for an amount not to exceed \$114,576. Over 800 tons of reusable



material are reclaimed from the transfer station floor annually supporting 40 full-time, living wage jobs with benefits.<sup>6</sup>

## 4.2 Zero Waste Education Programs

Outreach and educational programming for Zero Waste can vary among communities. Costs may also vary widely depending upon population densities, whether new programs are being implemented or major changes introduced. SWANA and Curbside Value Partnerships used an expenditure of \$1 per household for existing recycling programming but recommended a budget as high as \$4 per household per year on residential education and outreach when new programs or major changes are implemented.<sup>7</sup>

A wide range of educational tools and examples are available for local governments seeking to expand programming. When promoting Zero Waste programs, it is important to keep the message simple and easy to understand. A message that limits choices and actions is easier to decipher and act on than one that requires increasingly detailed knowledge. Changing behavior with education and outreach programs relies on providing communication so clear the choices become almost obvious. Case studies identified within this preliminary report will be refined based upon the results from stakeholder engagement. The following examples may currently be of interest to the County and City.

### 4.2.1 Case Studies

**San Francisco, California<sup>8</sup>:** [www.sfenvironment.org/zero-waste](http://www.sfenvironment.org/zero-waste)

- Achieved 80 percent diversion across all sectors - based in large part on the "Fantastic 3" three-bin, PAYT curbside collection system (exclusive single-hauler contract).
- Maintains a strong focus on Multi-Family Unit (MFU) and business generators (approximately 80% of all businesses and all MFUs with less than six units divert recyclables and organics) based heavily on one-on-one consultations and social marketing, including onsite waste sorts, waste assessments, online compliance toolkit, performance audits, and regular reporting.
- Utilizes a multi-lingual staff assigned by city sector with specific expertise (e.g., C&D, commercial accounts, government collection, etc.) and bolsters outreach efforts with "green job trainees" (many of whom represent underserved communities and provide strong advocacy in traditionally hard-to-reach areas of the city).

California has stringent and enforced state-level diversion mandates.

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<sup>6</sup> City of Berkley, "June 2020 Council Documents and Draft Resolution."

<sup>7</sup> Solid Waste Association of North America, "Manager of Recycling Systems Training Manual," (prepared by Kessler Consulting, 2009) – cites averages of \$1 per household per year and recommendations of higher investments for new programming.

<sup>8</sup> San Francisco contact = Donald Oliveira, San Francisco Department of the Environment, 415-606-8039, [donald.oliveira@sfgov.org](mailto:donald.oliveira@sfgov.org).



### Additional Resources

- Austin, TX's communications plan calls for a research-based approach to target specific audiences.<sup>9</sup> <http://austintexas.gov/departments/austin-resource-recovery>
- Castro Valley Sanitary District, CA has developed a strong brand used consistently in all communications and has an exemplary commercial assistance/audit/award program. [www.cvsan.org/BizRecyclingandOrganics](http://www.cvsan.org/BizRecyclingandOrganics)
- Champaign, IL (home of the University of Illinois at Urbana-Champaign) has an exceptional attention-grabbing brand and great marketing campaign and brand. See the "Feed the Thing Recycling Logo" from the City of Champaign website. <http://ci.champaign.il.us/departments/public-works/residents/recycling>
- Charlotte, NC used focus groups to target prominent community values and increased neighborhood diversion levels by 12% in a three-month period. <http://portal.ncdenr.org/web/deao/outreach/recycling-education-campaigns>
- Curbside Value Partnership provides example programs, best practices, and numerous resources for outreach campaigns. [www.recyclecurbside.org/index.cfm](http://www.recyclecurbside.org/index.cfm)
- Boulder County, CO utilizes funding from a "Sustainability Tax" to provide grant funding for community Zero Waste projects ranging from \$1,000 - \$15,000. Local governments, non-profit organizations, school districts, and private companies within Boulder County are applicable – In 2020, \$100,000 was allocated. [www.bouldercounty.org/environment/sustainability/zero-waste-funding](http://www.bouldercounty.org/environment/sustainability/zero-waste-funding)

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<sup>9</sup> Austin contact = Gena McKinley, Austin Resource Recovery, 512-974-1915, [gena.mckinley@austintexas.org](mailto:gena.mckinley@austintexas.org).

# Section 5

## Next Steps

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Upon finalization of the stakeholder review process, this preliminary report will be refined to prioritize strategies identified as important to the community. Further analysis will be conducted on strategies to provide:

- Estimated waste reduction/diversion potentials.
- Potential public and/or private partnerships.
- An initial macro-scale assessment of cost for implementing strategies.

These findings will then be summarized into a final report and implementation plan for identifying short-term, mid-term, and long-term strategies to assist the County and City in obtaining their Zero Waste goals.



## Agenda Item Summary

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Agenda Date: 3/2/2021

Agenda Item No.: 2.

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**Agenda Item Name:**

Residential Rental Unit Permit and Inspection Program

**Presenter:**

Missy Daniels

**Description:**

Presentation for Discussion of a Draft Ordinance for a Residential Rental Unit Permit Program

**Recommended Action:**

Provide Direction to Staff

**Prior Board Motions:**

N/A

**Fiscal Consideration:**

Funding for this program will depend on whether the program is contracted to a third party or implemented in house.

In house first year expenses would be approximately \$454,000. On-going yearly expenses would be approximately \$345,000.

Revenues will be based on the fees collected for the permit.

**Background:**

In September of 2020, the City of Gainesville adopted an ordinance creating a Residential Rental Unit Permit and Inspection Program. This program requires property owners to obtain a permit for rental units and requires the rental units to meet certain energy efficiency standards.

Utility bills in residential units with old non-energy efficient or broken appliances can be more than the cost of the rent and can easily push households past the 30% of income limit for what is considered affordable in housing cost. In addition, old or broken appliances and HVAC systems carry an environmental load that could be greatly reduced by upgrading to meet the energy efficiency standards in this program. This discussion is to consider a draft ordinance for the County to implement a similar program. The City's program will go into effect on October 1, 2021.



# **Residential Rental Unit Permit and Inspection Program**

**March 2, 2021**

**Alachua County Board of County  
Commissioners**

Community Support Services, Codes Enforcement,  
Growth Management



## City Ordinance

- **Adopted September 17, 2020**
- **Goes into affect October 1, 2021**
- **For existing units, permits must be obtained by October 1, 2021 and will be valid until September 30, 2022**
- **RFP issued for program implementation**
  - **Bid deadline February 19, 2021**

## Permit Application

- **Contact information**
- **Completed self-inspection checklist certifying unit complies**
- **HVAC maintenance documentation**
- **Payment of fee**



## Permit Application

- **Confirmation that documents were provided to tenant:**
  - **Completed Self-inspection checklist**
  - **Copy of Florida's Landlord/Tenant Law (FDACS)**
  - **Tenant Bill of Rights and Responsibilities (City of Gainesville)**
  - **US Dept. of Energy Home Energy Score (calculated by City)**



## Living Standards

- **Meets City(County) Property Maintenance Code**
- **Energy Efficiency standards to include:**
  - **Attic insulated to a minimum of R-19 and then a minimum of R-30 by October 1, 2026.**
  - **Attic access is weather stripped and insulated to a minimum of R-30.**



## Living Standards

- All visible duct joints sealed using mastic or a combination of mastic and fiberglass mesh tape, pressure sensitive foil tape (UL181AP) or heat sensitive foil tape (UL 181AH) and all ducts insulated to a minimum of R-6 with appropriate commercially available insulation material.
- Fireplace dampers
- Plumbing free of leaks

## Living Standards

- Showerhead and faucet aerators min 2.2 gal/min flow rate or less
- Toilets 3 gal/flush or less and then 1.6 gal/flush or less by Oct 1, 2026
- Water heaters – Temperature/Pressure Relief Valve
- Water heater pipes and water lines not enclosed - insulated

## Living Standards

- **HVAC maintenance at minimum every 24 months**
- **Wall/window units in good repair, secured and air-sealed**



## Inspections

- **Four year rolling cycle - each unit inspected at least once every four years**
- **Every other inspection provide a US Dept of Energy Home Energy Score**
- **Inspect at other times for complaints**



## Extraordinary Hardship Provision

- **Similar to a variance**
  - **Cannot be caused by owner**
  - **Must show no alternatives to comply**
  - **Example: attic flooring won't allow installation of low flush toilets**





## Enforcement

- If owner refuses to allow inspection, an inspection warrant could be obtained pursuant to Section 933.20, et seq., Florida Statutes
- Standard Code Enforcement Notice of Violation process for violations
- Permits may not be issued, transferred or renewed for units with uncorrected violations

## Number of Units/Inspections

- All residential units rented in the City -~15,000 units, ~3,750 inspections annually
- County – ~7,036 units, ~1,759 inspections annually



## Budget Considerations In-House

- **1,759 inspections annually**
- **4 Codes Officers, 1 licensing clerk/staff assistant**
  - Salary, benefits, vehicles, phones, computers, uniforms, training/memberships
- **First Year: ~\$454,000**
- **On-going yearly: ~\$345,000**

## Questions to Consider

- **Elements/Requirements of Ordinance**
- **Time frame for implementation**
- **Coordinate with City or in-house**



ORDINANCE NO. 200249

An ordinance of the City of Gainesville, Florida, related to the regulation of residential rental units; amending Chapter 14.5 titled "Miscellaneous Business Regulations" of the City Code of Ordinances by repealing the existing Article I titled "Landlord Permits" and creating a new Article I titled "Residential Rental Unit Permits"; amending Appendix A. titled "Schedule of Fees, Rates and Charges" by repealing the existing Landlord Permit fees and creating new Residential Rental Unit Permit fees; amending Sec. 2-339 titled "Applicable codes and ordinances" within Division 6, Article V of Chapter 2; amending Sec. 2-377 titled "Applicability; jurisdiction" within Division 8, Article V of Chapter 2; providing directions to the codifier; providing a severability clause; providing a repealing clause; and providing effective dates.

**WHEREAS**, on November 8, 2018, the City Commission created the Rental Housing Subcommittee to study and make recommendations to the Commission on issues associated with rental housing within the City of Gainesville;

**WHEREAS**, the Rental Housing Subcommittee held public meetings from November 26, 2018 through May 28, 2019 and reported its recommendations to the City Commission at its General Policy Committee Meeting on July 25, 2019, at which meeting the City Commission directed the drafting of this ordinance;

**WHEREAS**, the City Commission believes that many residential rental units in the City are substandard and do not currently meet minimum property maintenance standards and are not energy efficient and that this ordinance is necessary to address these public health, safety and welfare concerns;

**WHEREAS**, at least 10 days' notice has been given once by publication in a newspaper of general circulation notifying the public of this proposed ordinance and of public hearings to be held in the City Commission Auditorium, City Hall, City of Gainesville; and

1       **WHEREAS**, the public hearings were held pursuant to the published notice described at  
2       which hearings the parties in interest and all others had an opportunity to be and were, in fact  
3       heard.

4       **NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE**  
5       **CITY OF GAINESVILLE, FLORIDA:**

6       **Section 1.** Article I titled "Landlord Permits" of Chapter 14.5 of the Code of Ordinances  
7       is hereby repealed effective at 12:01am on August 1, 2021. Except as amended herein, the  
8       remainder of Chapter 14.5 remains in full force and effect.

9       **ARTICLE I. ~~LANDLORD PERMITS~~**

10      **~~Sec. 14.5-1. Landlord permits.~~**

11  
12      ~~(a) Definitions. Unless otherwise specified in this article, "days" shall mean calendar days~~  
13      ~~and "notice" shall mean written notice that is made in the same manner as provided in~~  
14      ~~F.S. § 162.12.~~

15      ~~(b) Application/issuance of permit. The owner(s) of a dwelling unit, as defined in section~~  
16      ~~30-23, that is located within a district designated in section 30-57 shall obtain a~~  
17      ~~landlord permit prior to allowing the occupancy of that dwelling unit by any person,~~  
18      ~~whether or not for consideration. Landlord permits shall be valid from August 1, or the~~  
19      ~~date of issuance, through July 31. The owner(s) of the dwelling unit or the owner's~~  
20      ~~agent shall submit a written application for a permit on a form provided by the city.~~  
21      ~~Upon receipt of a completed application, the city manager or designee shall issue a~~  
22      ~~landlord permit for the dwelling unit provided each of the following conditions are~~  
23      ~~met:~~



1       ~~(1) The application is accompanied by payment of the permit fee set forth in~~  
2       ~~Appendix A;~~

3       ~~(2) The owner(s) and the dwelling unit are in compliance with all provisions of this~~  
4       ~~article; and~~

5       ~~(3) The application for the landlord permit provides the correct street address for the~~  
6       ~~dwelling—unit.~~

7       ~~(c) —~~*Exemption.* ~~This section does not apply if the dwelling unit is occupied by: a) the~~  
8       ~~owner(s) as a permanent place of residence, as evidenced by an existing homestead~~  
9       ~~exemption or a filed application for a homestead exemption, or b) no persons other~~  
10      ~~than the following family members of the owner(s): spouse, domestic partner, child,~~  
11      ~~stepchild, foster child, parent, stepparent, foster parent, brother, sister, grandparent,~~  
12      ~~grandchild, aunt, uncle, niece, nephew, father in law, mother in law, son in law,~~  
13      ~~daughter in law, sister in law, brother in law, or legal guardian, as evidenced by~~  
14      ~~written documentation of such relationship.~~

15      ~~(d) —~~*Payment; late payment.* ~~The applicable permit fee is specified in Appendix A. If~~  
16      ~~payment is not received on or before the due date specified in Appendix A, the late fee~~  
17      ~~specified in Appendix A shall be due and payable and the city manager or designee~~  
18      ~~may refer the account to a collection agency. If the collection agency does not collect~~  
19      ~~the amount due within 90 days of the referral, or if the city manager or designee~~  
20      ~~decides not to refer the account to a collection agency, the applicant or permit holder~~  
21      ~~shall be subject to notice of violation of this article and code enforcement proceedings,~~  
22      ~~or the case can be referred to the city attorney to pursue resolution in a court of~~  
23      ~~competent jurisdiction.~~

1 ~~(e) — Failure to apply for permit.~~ If the city manager or designee has reasonable cause to  
2 believe that a dwelling unit is occupied without a permit in violation of this article, the  
3 owner(s) of the property shall be sent an application advising that the owner(s) shall,  
4 within 30 days of the date application was sent, either: a) provide evidence that a  
5 permit is not required, or b) submit a permit application. Failure to either provide  
6 evidence that a permit is not required, or submit a permit application within 30 days of  
7 the date notice was given shall subject the owner(s) to a notice of violation of this  
8 article and code enforcement proceedings. Fines imposed by the code enforcement  
9 proceedings shall stop accruing, and be calculated as due and payable to the city, upon  
10 the date of occurrence of any of the following events:

11 (1) — A landlord permit is obtained for the subject property;

12 (2) — The subject property is no longer occupied in violation of this article;

13 (3) — The subject property has been relinquished by the owner(s) by sale,  
14 foreclosure, or other action that dispossesses the owner(s) of title to the  
15 property; or

16 (4) — The landlord permit year for which the owner(s) is in arrears ends.

17 ~~(f) — Requirements of permit applicant.~~ The applicant for a landlord permit shall comply  
18 with the following requirements. Failure to comply with any of the following  
19 requirements shall be grounds for revocation of the permit, as described in section  
20 14.5-3 or denial of a permit as described in section 14.5-4.

21 (1) — The applicant shall certify that he/she has provided each occupant of the  
22 subject dwelling unit with a copy of:

23 a. — F.S. ch. 83, pt. II, titled "Residential Tenancies";

b. ~~Chapter 14.5, article I of this Code, titled "Landlord Permits"; and~~

c. ~~A pamphlet prepared by the city containing guidelines for rentals in residential neighborhoods.~~

(2) ~~The applicant shall certify that, in the event the city provides notice of repeated violations of certain ordinances occurring at the dwelling unit, as provided in section 14.5-2, the applicant will pursue all lawful remedies available under F.S. § 83.56, regarding termination of the rental agreement due to the tenant's failure to comply with F.S. ch. 83, the provisions of the lease or this Code.~~

(3) ~~The applicant shall certify that he/she is the fee simple owner of the dwelling unit or the agent of the fee simple owner of the dwelling unit.~~

(4) ~~The applicant shall provide the name, address, and telephone number of a contact person who resides within Alachua County to receive communications from the city concerning the permit.~~

(5) ~~The applicant shall maintain a list of the names of occupants in each dwelling unit, and such lists shall be made available to the city in a reasonable amount of time upon request.~~

(g) ~~If owner(s) sells the property for which a valid permit has been issued, the new owner(s) shall submit a permit application and otherwise meet the requirements of this article, and has the option of either: a) paying the permit fee for transfers of a permit as set forth in Appendix A, which permit shall be transferred with any outstanding points accumulated per section 14.5-2, or b) paying the permit fee for a new permit as set forth in Appendix A, which permit shall have no accumulated points.~~

**Sec. 14.5-2. -- Points assessed on permit.**

1 ~~(a) — Violations; warnings; points.~~ When a dwelling unit regulated by this article is the  
2 subject of repeated warnings of violation and/or adjudication of guilt, finding of guilt  
3 with adjudication withheld, waiver of right to contest the violation, or pleas of no  
4 contest (including, but not limited to, payment of fine) of the following city  
5 ordinances:

6 (1) — Noise ordinances (chapter 15 of the Code of Ordinances);

7 (2) — Animal control ordinances (chapter 5 of the Code of Ordinances);

8 (3) — Solid waste ordinances (article III of chapter 27 of the Code of Ordinances);

9 (4) — The provisions of section 30-57 concerning habitation by more than one  
10 family;

11 (5) — Yard parking ordinance (subsection 30-56(c)(4) of the Code of Ordinances);

12 (6) — Section 13-171 (related to insects, storage, trash and yard maintenance); or

13 (7) — Section 13-181 (related to hazardous conditions).

14 The landlord permit for the dwelling unit shall be subject to the accumulation of points  
15 as follows:

16 a. ~~For one or more written warnings given in any 24 hour period for violation~~  
17 ~~of one or more of the ordinances listed above, one point will be assessed on~~  
18 ~~the landlord permit for that unit. For each instance of adjudication of guilt,~~  
19 ~~finding of guilt with adjudication withheld, waiver of right to contest the~~  
20 ~~violation, or plea of no contest (including, but not limited to, payment of~~  
21 ~~fine) for violation of any of the ordinances listed above, two points will be~~  
22 ~~assessed on the landlord permit for that unit. However, to the extent more~~

1 than one person is adjudicated guilty, found guilty with adjudication  
2 withheld, waives the right to contest the violation or pleads no contest for  
3 the same violations that occur within a 24 hour period, only two points will  
4 be assessed on the landlord permit for that unit. For purposes of this  
5 section, written warnings shall mean those warnings issued pursuant to  
6 civil citation or code enforcement procedures, including stickers placed on  
7 vehicles advising of violation of the yard parking ordinance.

8 b. ~~After each point is assessed on a landlord permit for a unit, the city~~  
9 ~~manager or designee shall send a written warning to the owner(s) or agent.~~  
10 ~~Each warning shall specify which ordinance or ordinances have been~~  
11 ~~violated and shall state that further warnings or violations may lead to a~~  
12 ~~revocation of the permit.~~

13 **~~Sec. 14.5-3. Revocation of permit.~~**

14 (a) ~~Accumulation of six or more points on a permit during any three consecutive annual~~  
15 ~~(i.e., August 1 through July 31) permit periods or failure to comply with subsection~~  
16 ~~14.5-1(f), shall constitute a violation of this article subjecting the owner(s) to~~  
17 ~~proceedings to revoke the permit as follows:~~

18 (1) ~~The city manager or designee shall have written notice served to the owner(s)~~  
19 ~~or agent to show cause why the permit should not be revoked.~~

20 (2) ~~The owner(s) or agent shall have 15 days from the date of service to request a~~  
21 ~~hearing to determine whether the permit should be revoked. The request shall~~  
22 ~~be sent to the city manager by certified mail, return receipt requested. If such~~

1 request is not timely made, the revocation shall take effect on the 21st day after  
2 the date of service to show cause.

3 (3) ~~Upon request for a hearing, a hearing shall be scheduled before the code~~  
4 ~~enforcement board or special magistrate.~~

5 (4) ~~In conducting the hearing, the code enforcement board or special magistrate~~  
6 ~~shall have the power to administer oaths, issue subpoenas, compel the~~  
7 ~~production of books, paper, and other documents, and receive evidence. All~~  
8 ~~parties shall have an opportunity to respond, to present evidence and argument~~  
9 ~~on all issues involved, to conduct cross examination and submit rebuttal~~  
10 ~~evidence, and to be represented by counsel or other qualified representative.~~

11 Hearsay evidence may be used for the purpose of supplementing or explaining  
12 other evidence, but it shall not be sufficient in itself to support a finding unless  
13 it would be admissible over objection in civil actions. The lack of actual  
14 knowledge of, acquiescence to, participation in, or responsibility for, a public  
15 nuisance at common law or a noxious use of private property on the part of the  
16 owner(s) or agent shall not be a defense by such owner(s) or agent.

17 (5) ~~If the code enforcement board or special magistrate finds either: (a) the~~  
18 ~~accumulation of the six points and the existence of a public nuisance at~~  
19 ~~common law or noxious use of private property, or (b) the owner(s) failed to~~  
20 ~~comply with subsection 14.5-1(f), the code enforcement board or special~~  
21 ~~magistrate shall enter an order revoking the permit.~~

22 (6) ~~If the code enforcement board or special magistrate finds no failure to comply~~  
23 ~~with subsection 14.5-1(f), no public nuisance at common law or noxious use of~~



1 private property exists, or that the owner(s) has recovered possession of the  
2 dwelling unit from the tenant(s) that caused the violation(s), the code  
3 enforcement board or special magistrate shall enter an order to dismiss the  
4 revocation action and, if appropriate, to rescind points from the permit based  
5 upon the actions taken by the owner(s) to seek compliance with the city's  
6 ordinances.

7 (7) — The code enforcement board or special magistrate's order shall consist of  
8 findings of fact, conclusions of law and relief.

9 (8) — Notice of the final order shall be provided to the owner(s) within 15 days of the  
10 date of the final order.

11 (9) — If the permit is revoked under these procedures, the owner(s) or agent shall  
12 have 15 days from the date of the final order to commence proceedings to  
13 recover possession of the rental unit under state law from the tenant(s) that  
14 caused the violation(s), if not already done. The owner(s) or agent shall  
15 diligently pursue the process of eviction to completion. The owner(s) or agent  
16 shall provide copies of all documents provided to the tenant(s) or filed with the  
17 court concerning the eviction process to the city manager or designee. If the  
18 owner(s) fails to comply with these provisions, or fails to abide with the final  
19 order of the city, the city may cite the owner(s) for violation of section 14.5-1  
20 (renting without a landlord permit), or seek other available legal or equitable  
21 relief.

1       ~~(10) In addition to the above described procedures, the city attorney is authorized to~~  
2               ~~file for injunctive relief to abate the public nuisance at common law or noxious~~  
3               ~~use of private property pursuant to law.~~

4       ~~(11) The final order of the city is subject to certiorari review in a court of competent~~  
5               ~~jurisdiction in Alachua County, Florida.~~

6       **Sec. 14.5 4. -- Denial of permit.**

7       ~~(a) The city manager or designee may deny issuance of any permits applied for under this~~  
8               ~~section if it is determined either that the owner or agent has made material~~  
9               ~~misrepresentations about the condition of his/her property or status of ownership, or~~  
10              ~~that the occupancy of the property is in violation of section 30-57 or that the owner or~~  
11              ~~agent has refused to make or comply with the certifications required in subsection~~  
12              ~~14.5 1.(e) or that the owner has otherwise violated a provision of this article.~~

13       ~~(b) If the city manager or designee determines there is reasonable cause to believe that~~  
14              ~~there are grounds to deny a permit applied for the city manager or designee shall~~  
15              ~~provide notice of the denial, including the grounds for the denial.~~

16       ~~(c) Within 15 days of the date of the notice, the owner may request in writing to the city~~  
17              ~~manager a hearing on the denial. The city manager or designee shall schedule the~~  
18              ~~hearing to occur within 15 days after receiving the request for hearing and shall notify~~  
19              ~~the owner at least five days in advance of the time and location for the hearing. The~~  
20              ~~hearing may be postponed if mutually agreed upon by the city manager and the owner.~~

21       ~~(d) The hearing shall be conducted informally and adherence to the rules of evidence~~  
22              ~~normally followed by the courts shall not be required. Any person may present~~

1 testimony, documents or other evidence as deemed relevant by the city manager or  
2 designee. Any person may be represented by counsel.

3 (e) ~~— The city manager or designee shall consider all evidence presented, and if the~~  
4 ~~preponderance of the evidence supports the allegation of violation the permit shall be~~  
5 ~~denied. If the preponderance of the evidence does not support the allegation of~~  
6 ~~violation, the permit shall be issued. The decision of the city manager or designee may~~  
7 ~~be appealed by a writ of certiorari to a court of competent jurisdiction in Alachua~~  
8 ~~County, Florida.~~

9 (f) ~~— The city manager or designee may waive the denial requirement as to any permit if it~~  
10 ~~is determined that the owner has attempted in good faith to comply with this article. In~~  
11 ~~determining asserted good faith as required for a waiver, the city manager or designee~~  
12 ~~may consider, but not be limited to, the owner response to current violations and~~  
13 ~~remedy of past violations.~~

14 (g) ~~— If a permit is denied under this section, the owner whose permit was denied shall not~~  
15 ~~be issued another permit on the same dwelling unit for a period of 6 months after the~~  
16 ~~date of denial.~~

17 **~~Sec. 14.5-5. - Inspections and complaints.~~**

18 (a) ~~— *Inspections.* By applying for a permit, the owner agrees to allow inspection of the unit~~  
19 ~~for violations of this article, as well as violations of the housing code (article II of~~  
20 ~~chapter 13 of the Code of Ordinances) at any reasonable time; however, this provision~~  
21 ~~shall not be interpreted as authorizing the city to conduct an inspection of an occupied~~  
22 ~~rental unit without obtaining either the consent of an occupant or a warrant.~~

1 ~~(b) — Complaints. Each complainants shall be requested to state his/her name and addresses~~  
2 ~~and give a statement of the facts giving rise to the complainant's belief that the~~  
3 ~~provisions of this article are being violated. Such information may be obtained orally~~  
4 ~~or in writing. A complainant may be subpoenaed to appear in a revocation or denial~~  
5 ~~proceeding to provide evidence or testimony.~~

6 ~~Sees. 14.5-6 — 14.5-14. — Reserved.~~

7  
8 **Section 2.** A new Article I titled “Residential Rental Unit Permits” within Chapter 14.5 of the  
9 Code of Ordinances is hereby created effective at 12:01am on August 1, 2021. Except as  
10 amended herein, the remainder of Chapter 14.5 remains in full force and effect.

11 **Chapter 14.5 – MISCELLANEOUS BUSINESS REGULATIONS**

12 **ARTICLE I. RESIDENTIAL RENTAL UNIT PERMITS**

13 **Sec. 14.5-1. - Purpose and intent.**

14  
15 The purpose and intent of this article is to eliminate substandard residential rental units by  
16 creating a permit and inspection program that requires all regulated residential rental units within  
17 the city to meet minimum property maintenance and energy efficiency standards.

18 **Sec. 14.5-2. – Definitions.**

19 Throughout this article, the following words and phrases shall have the meanings defined below  
20 unless the text of the article or section in which used clearly indicates otherwise. Any word or  
21 phrase used in this article that is not defined below shall have the common dictionary meaning  
22 most appropriate to the context in which such word or phrase is used.

23 Living standards means those property maintenance and energy efficiency standards set forth in

24 Sec. 14.5-4.

1 Occupant means any person age 18 or older who resides in a regulated residential rental unit,  
2 excluding the owner of said unit and any one or more of the following natural persons who are  
3 living with and interrelated to the owner as: spouse, domestic partner, child, stepchild, foster  
4 child, parent, stepparent, foster parent, brother, sister, grandparent, grandchild, aunt, uncle, niece,  
5 nephew, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law,  
6 legal guardian, or domestic servant, as evidenced by written documentation of such relationship.  
7 And excluding any temporary gratuitous guest of the owner defined as a natural person who  
8 occasionally visits the owner for a short period of time, not to exceed 30 calendar days within a  
9 90 day period.

10 Owner means a person who, or entity which, alone, jointly or severally with others, or in a  
11 representative capacity (including, without limitation, an authorized agent, attorney, executor,  
12 personal representative or trustee) has legal or equitable title to a regulated residential rental unit.

13 Regulated residential rental unit (or regulated unit) means a room or rooms located in a  
14 condominium, co-op, timeshare, quadraplex, triplex, duplex or single-family dwelling that is  
15 rented, or advertised or held out to be rented, for periods of at least 30 consecutive days or 1  
16 calendar month (whichever is less). This definition expressly excludes public lodging  
17 establishments regulated by the state pursuant to Part I of Chapter 509, Florida Statutes, and  
18 dormitories.

19 Rented means allowing any occupant to reside in a regulated unit, regardless of whether such  
20 occupancy is free, charitable or in exchange for monetary or other consideration.

21  
22 **Sec. 14.5-3. – Annual residential rental unit permits.**  
23

24 Commencing at 12:01 am on October 1, 2021, each regulated unit must have a current annual  
25 permit. Each owner shall make application for a permit at least 10 business days prior to

1 allowing an occupant to reside in a regulated unit. Each annual permit issued by the city is valid  
2 from October 1 (or date of issuance) to September 30 of the following year. In the event of a  
3 change in ownership of a regulated unit, the permit may be transferred to the new owner, but  
4 same shall require a new application and payment of the permit fee set forth in Appendix A.  
5 Renewal permit applications shall be submitted on or before September 1 of each year. A permit  
6 may not be issued, renewed or transferred for a unit with uncorrected living standard violations.  
7 The owner shall submit a completed permit application (for the initial permit, each renewal and  
8 any transfer), on the form provided by the city, that includes all of the following requirements:

9 (a) A confirmation by the owner that they will provide each occupant with a complete copy  
10 (hard copy or electronic copy) of the following documents prior to the signing of the  
11 lease or other written document granting occupancy, or prior to occupancy if there is no  
12 written document between the occupant and the owner: the completed self-inspection  
13 checklist (described in (d) below), the current version of the “Florida’s Landlord/Tenant  
14 Law” brochure prepared by the Florida Department of Agriculture and Consumer  
15 Services, the current version of the “Tenant Bill of Rights and Responsibilities” prepared  
16 by the city, and the most recent U.S. Department of Energy Home Energy Score for the  
17 regulated unit prepared by the City and provided to the owner. In addition, the owner  
18 shall maintain on file, and allow the city to inspect same upon request, a receipt signed by  
19 each occupant confirming they received the above documents prior to signing a lease (or  
20 other written document) or prior to commencing residency, whichever is applicable, in  
21 the regulated unit.

22 (b) The name, mailing address, email address and telephone number of the owner to receive  
23 communications from the city concerning the permit and this article. In addition, if the

1 owner is not physically located within Alachua County, the owner shall provide the  
2 name, mailing address, email address and telephone number of an agent physically  
3 located within Alachua County whom the owner has authorized to receive  
4 communications from the city concerning the permit and this article.

5 (c) A completed self-inspection checklist certifying that the regulated unit complies with the  
6 living standards, along with a copy of the HVAC maintenance documentation.

7 (d) Payment of the permit fee set forth in Appendix A – schedule of fees, rates and charges.

8 **Sec. 14.5-4. Living Standards.**

9 (a) Property maintenance: Effective at 12:01am on January 1, 2021, each regulated unit  
10 must meet all requirements of Article II titled “Property Maintenance Code” of  
11 Chapter 13 of the City Code of Ordinances.

12 (b) Energy efficiency: Effective at 12:01am on October 1, 2021, each regulated unit must  
13 meet the following energy efficiency requirements.

14 a. Attic insulated to a minimum of R-19 and then a minimum of R-30 by 12:01am  
15 on October 1, 2026.

16 b. Attic access is weather stripped and insulated to a minimum of R-30.

17 c. All visible duct joints sealed using mastic or a combination of mastic and  
18 fiberglass mesh tape, pressure sensitive foil tape (UL181AP) or heat sensitive foil  
19 tape (UL 181AH) and all ducts insulated to a minimum of R-6 with appropriate  
20 commercially available insulation material.

21 d. Fireplace chimneys have working dampers, doors, or closures.

22 e. Plumbing system is free of visible leaks.



- 1 f. All showerheads must be 2.2 gal/min flow rate or less, as evidenced by imprinting  
2 on the showerhead or documentation maintained by the owner.
- 3 g. All faucets must have aerators with a 2.2 gal/min flow rate or less, as evidenced  
4 by documentation maintained by the owner.
- 5 h. All toilets must be 3 gal/flush or less (use of a volume reduction device to achieve  
6 this is acceptable) and 1.6gal/flush or less by 12:01am on October 1, 2026.
- 7 i. Water heater(s) have a visible and properly functioning Temperature/Pressure  
8 Relief Valve (TPRV).
- 9 j. Water heater pipes insulated for the first 3' from the unit (excepting gas units)  
10 with appropriate commercially available insulation.
- 11 k. All visible exterior water lines not in enclosed space must be insulated with  
12 appropriate commercially available insulation.
- 13 l. HVAC system(s) must have maintenance performed by a currently licensed  
14 HVAC or mechanical contractor at least once within the past 24 months, as  
15 evidenced by documentation maintained by the owner, and have a filter installed  
16 that is appropriately sized for the system(s).
- 17 m. Programmable thermostat connected to HVAC system by 12:01am on October 1,  
18 2026.
- 19 n. Wall, window, or other single room or small space cooling units in good repair,  
20 property secured and air-sealed, and with a filter installed that is appropriately  
21 sized for the unit(s).

22 **Sec. 14.5-5. Education; Inspections.**

- 1 (a) From the effective date of this ordinance until 12:01am on October 1, 2021, the city will  
2 educate and promote compliance with this article, but will not begin enforcement.  
3 Thereafter, the city will begin compliance inspections. The inspections will be conducted  
4 on a 4-year rolling cycle, with the goal that each regulated unit will be inspected at least  
5 once every four (4) years for compliance with this article. In addition, with every other  
6 compliance inspection, the city will prepare and provide to the owner a U.S. Department  
7 of Energy Home Energy Score for the regulated unit. Inspections may also be conducted  
8 more frequently and/or as a result of a complaint received by the city. Notwithstanding  
9 the foregoing, the city will investigate complaints filed under the Property Maintenance  
10 Code in accordance with the provisions therein.
- 11 (b) Written notice of an inspection will be provided via certified mail to the owner and  
12 posted at the regulated unit at least 7 calendar days prior to the city conducting the  
13 inspection. If the unit is not occupied, the owner shall give consent and shall be present  
14 at the time of the inspection. If the unit is occupied, an occupant shall give consent and  
15 shall be present at the time of the inspection. If the owner or occupant (as applicable)  
16 refuse to consent to the inspection, the city may obtain an inspection warrant pursuant to  
17 Section 933.20, et seq., Florida Statutes, prior to conducting the inspection.

18 **Sec. 14.5-6. Enforcement and Penalties**

- 19 (a) **Failure to meet living standards.** If upon inspection, the city manager or designee, has  
20 reasonable grounds to believe that a regulated unit does not meet the living standard(s)  
21 the enforcement procedure set forth in Division 6 or Division 8 (as applicable) within  
22 Article V of Chapter 2 of the Code of Ordinances will be utilized. In addition, if living  
23 standard violation(s) are not corrected and such violation(s) constitute a health, safety or

1 welfare hazard to the occupant, the city manager or designee may revoke the permit. A  
2 permit may not be issued, renewed or transferred for a unit with uncorrected living  
3 standard violations.

4 (b) **Extraordinary hardship.** Any owner who cannot comply with a particular living  
5 standard may request an extraordinary hardship exception from the city manager or  
6 designee. The owner shall have the burden of demonstrating the existence of an  
7 extraordinary hardship by submittal of an application that sets forth facts demonstrating:  
8 1. The hardship is due to unique building or site characteristics with an explanation of  
9 why the living standard cannot be met, 2. The owner did not create the hardship by taking  
10 actions that makes the property unable to meet the living standard, and 3. There are no  
11 feasible alternatives for compliance. Examples of extraordinary hardship may include,  
12 but are not limited to, where there is insufficient space or the presence of attic flooring  
13 will not allow the installation of the required insulation or where the wastewater line  
14 serving the unit prevents the installation of a low flush toilet. Cost or inconvenience are  
15 not considered extraordinary hardships.

16 (c) **Failure to apply for permit.** If the city manager or designee has reasonable grounds to  
17 believe that a regulated unit is occupied without a permit in violation of this article, the  
18 owner shall be sent a permit application and the owner shall, within 30 days of the date  
19 the permit application was sent, either: a) provide evidence that a permit is not required,  
20 or b) submit a complete permit application. Failure to either provide evidence that a  
21 permit is not required or submit a complete permit application within 30 days of the date  
22 the application was sent shall subject the owner(s) to a civil citation and/or the city may  
23 seek injunctive relief to prevent the unit from being rented. Fines imposed by any

enforcement proceedings shall stop accruing, and be calculated as due and payable to the city, upon the date of occurrence of any of the following events:

- a. A permit is obtained for the regulated unit;
- b. The regulated unit is no longer occupied in violation of this article;
- c. The regulated unit has been relinquished by the owner by sale,  
foreclosure, or other action that dispossesses the owner of title to the  
regulated unit; or
- d. The permit year for which the fines accrued ends.

Secs. 14.5-7 – 14.5-14. – Reserved.

**Section 3.** Appendix A. Schedule of Fees, Rates and Charges, is amended by deleting the existing “Landlord Permit” fees within the Land Development Code category and by creating a new category of permit fees titled “Residential Rental Unit Permit” effective at 12:01am on August 1, 2021. Except as amended herein, the remainder of Appendix A remains in full force and effect.

## **APPENDIX A. SCHEDULE OF FEES, RATES AND CHARGES.**

### **LAND DEVELOPMENT CODE:**

#### **(4) Zoning:**

##### **a. Landlord permit:**

##### **1. Initial applications:**

~~a. Application and payment received within first half of permit year (on or before January 31) and by due date specified on application/notice ..... 154.25~~

~~b. Application and payment received within second half of permit year (between February 1 and July 31) and by due date specified on application/notice ..... 77.25~~

- 1 ~~2. Renewals: Application and payment received on or before August 31 ..... 154.25~~
- 2 ~~3. Transfers of permit to new owner(s) ..... 26.25~~
- 3 ~~4. Multiple dwelling units: Where two or more dwelling units requiring a landlord permit are~~  
4 ~~located on a single parcel of property and are owned by the same owner(s), one unit shall be~~  
5 ~~subject to the full permit fee and each additional unit shall receive a 50% discount.~~
- 6 ~~5. Late fee: A late fee of 25% of the permit fee shall be assessed when an application and full~~  
7 ~~payment is not received by the due dates specified herein.~~

8

9 RESIDENTIAL RENTAL UNIT PERMITS (Sec. 14.5-3):

10 Permit (including permit renewals and transfers) fee - per regulated residential rental unit:  
11 \$122.00. If the permit application is filed between April 1 – September 30, one-half of the  
12 permit fee is due: \$61.00

13 **Section 4.** Section 2-339 titled “Applicable codes and ordinances” within Division 6,  
14 Article V of Chapter 2 is amended as set forth below effective at 12:01am on August 1, 2021.  
15 Except as amended herein, the remainder of Sec. 2-339 remains in full force and effect.

14.5-13	Not having a <del>landlord</del> <u>residential rental unit</u> permit	II	\$250.00
---------	------------------------------------------------------------------------	----	----------

16

17 **Section 5.** Section 2-377 titled “Applicability; jurisdiction” within Division 8, Article V  
18 of Chapter 2 is amended as set forth below effective at 12:01am on August 1, 2021. Except as  
19 amended herein, the remainder of Sec. 2-377 remains in full force and effect.

20 Sec. 2-377. - Applicability; jurisdiction.

21 (a) The Gainesville Code Enforcement Board shall have jurisdiction to hear and decide  
22 cases in which violations are alleged of any provisions of the following provisions of this  
23 Code of Ordinances as they may exist or may hereafter be amended by ordinance:

(20) Chapter 14.5, Article I, ~~"Landlord Permits;"~~ "Residential Rental Unit Permits;"

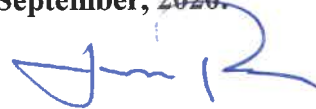
**Section 6.** It is the intention of the City Commission that the provisions of Sections 1 through 5 of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Gainesville, Florida, and that the sections and paragraphs of this Ordinance may be renumbered or relettered in order to accomplish such intentions.

**Section 7.** If any word, phrase, clause, paragraph, section or provision of this ordinance or the application hereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provisions or application of the ordinance which can be given effect without the invalid or unconstitutional provisions or application, and to this end the provisions of this ordinance are declared severable.

**Section 8.** All ordinances or parts of ordinances, in conflict herewith are to the extent of such conflict hereby repealed.

**Section 9.** This ordinance shall become effective immediately upon adoption; however, the various sections within this ordinance shall become effective on the date/time specified in those sections.

**PASSED AND ADOPTED this 17th day of September, 2020.**



LAUREN POE  
MAYOR

ATTEST:

Approved as to form and legality



OMICHELE D. GAINES  
CLERK OF THE COMMISSION



NICOLLE M. SHALLEY  
CITY ATTORNEY

1  
2  
3  
4  
5

This ordinance passed on first reading this 3rd day of September, 2020.

This ordinance passed on second reading this 17th day of September, 2020.



**Procurement Division**  
**200 E University Avenue, Rm 339**  
**Gainesville, FL 32601**  
 (352) 393-8789  
**January 21, 2021**

**REQUEST FOR PROPOSAL: #DOSD-210019-GD**

Rental Housing and Energy Efficiency Inspections

**PRE-PROPOSAL MEETING:** ☒ **Non-Mandatory** ☐ **Mandatory** ☐ **N/A** ☐ **Includes Site Visit**
**DATE:** Friday, January 29, 2021 **TIME:** 9:00am Eastern Time

**LOCATION:** ZOOM – all Zoom access information is located in Exhibit F

**QUESTION SUBMITTAL DUE DATE** Friday, February 5, 2021, 3:00pm Eastern Time

**DUE DATE FOR UPLOADING PROPOSAL:** Friday, February 19, 2021, 3:00pm Eastern Time

**SUMMARY OF SCOPE OF WORK:** The City is seeking a qualified inspection services provider who is able to provide comprehensive evaluations of rental housing units within the City limits of Gainesville for compliance with the minimum standards identified in the Rental Housing Ordinance.

 For questions relating to this solicitation, contact: Gayle Dykeman, [dykemangb@cityofgainesville.org](mailto:dykemangb@cityofgainesville.org)

Bidder is not in arrears to City upon any debt, fee, tax or contract: ☐ Bidder is NOT in arrears ☐ Bidder IS in arrears  
 Bidder is not a defaulter, as surety or otherwise, upon any obligation to City: ☐ Bidder is NOT in default ☐ Bidder IS in default.

Bidders who receive this bid from sources other than City of Gainesville Procurement Division or DemandStar.com MUST contact the Procurement Division prior to the due date to ensure any addenda are received in order to submit a responsible and responsive offer. Uploading an incomplete document may deem the offer non-responsive, causing rejection.

**ADDENDA ACKNOWLEDGMENT:** Prior to submitting my offer, I have verified that all addenda issued to date are considered as part of my offer: Addenda received (list all) # \_\_\_\_\_

Legal Name of Bidder \_\_\_\_\_

DBA: \_\_\_\_\_

Authorized Representative Name/Title: \_\_\_\_\_

E-mail Address: \_\_\_\_\_ FEIN: \_\_\_\_\_

Street Address: \_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

By signing this form, I acknowledge I have read and understand, and my business complies with all General Conditions and requirements set forth herein; and,

☐ Proposal is in full compliance with the Specifications.

☐ Proposal is in full compliance with the Specifications except as specifically stated and attached hereto.

**SIGNATURE OF AUTHORIZED REPRESENTATIVE:** \_\_\_\_\_

**SIGNER'S PRINTED NAME:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

This page must be completed and uploaded to DemandStar.com with your Submittal.



## PART 1 – REQUEST FOR PROPOSAL INFORMATION

---

Thank you for your interest in working with the City of Gainesville on this important project.

Pertinent information and required documents regarding this bid as part of a responsive offer are listed below:

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### 1.1 DISTRIBUTION OF INFORMATION

The City posts and distributes information pertaining to its procurement solicitations on DemandStar ([www.demandstar.com](http://www.demandstar.com)). In order to submit a bid response to this solicitation the bidder must be registered with DemandStar. There is no cost to vendors to use DemandStar, but registration is required.

It is the responsibility of the vendor to monitor DemandStar for bid updates. Properly registered vendors can expect to receive automatic notification of solicitations for bids and proposals, by participating purchasing entities. Bidder's failure to retrieve available, required procurement information from DemandStar and include the appropriate documentation and information in solicitation responses may result in disqualification.

### 1.2 PRE-PROPOSAL MEETING/QUESTIONS/CLARIFICATIONS AND BID OPENING

If scheduled (refer to Bid Cover Page), attending a pre-proposal meeting is strongly recommended as the project's scope of work, procedures, and specifications will be discussed at this time. It is the only time during the bid process that bidders may ask questions directly of the end user.

If special accommodations are needed in order to attend a pre-proposal meeting or a bid opening, please contact the Procurement Division at least 72 hours in advance.

All questions that occur outside of the pre-proposal meeting must be submitted to Procurement only, and must be received by the date indicated on the Bid Cover Page to be considered. Technical and/or specification questions will not be answered over the phone; they must be submitted by email directed to the Procurement Specialist conducting the solicitation (refer to Bid Cover Page). All questions will be answered via Addendum which will be posted on DemandStar.com for vendor access. All addenda must be acknowledged by the bidder on the Bid Cover Page.

### 1.3 RFP TIME TABLE

The anticipated schedule for the RFP and contract approval is as follows:

ACTIVITY	DAY	TENTATIVE DATE	TIME	LOCATION/COMMENTS
RFP on DemandStar	Thu	01/21/21		DemandStar Cone of Silence Begins
Non Mandatory Pre-Bid Meeting	Fri	01/29/21	9:00am	Zoom/Public Access
Deadline for receipt of vendor questions	Fri	02/05/21	3:00pm	
Deadline for receipt of proposals Bid Opening	Fri	02/19/21	3:00pm	DemandStar Zoom/Public Access
Evaluation Meeting	Mon	03/01/21	4:00pm	Zoom/Public Access
Oral presentations, Part 1 (if conducted)	Mon	03/08/21	9:00-11:00am	
Oral presentations, Part 2 (if conducted)	Mon	03/08/21	1:00-3:00pm	
Projected award recommendation date	Tue	03/09/21	4:00pm	
5-Day Protest Period Posting		3/11/2021-3/17/21		
Recommendation of Award to City Commission		03/18/21		Cone of Silence Ends
Contract Finalization Period		TBD		
Purchase Order issued		TBD		
Projected contract start date		TBD		

All dates are subject to change. Bidders will be notified via Addendum posted in [DemandStar.com](https://www.demandstar.com) in event of any schedule change. All Zoom Meeting Access information is provided in Exhibit F.

### 1.4 PROHIBITION OF LOBBYING

To ensure fair consideration, consistent and accurate dissemination of information for all bidders, the City prohibits communication to or with any department, employee, or agent evaluating or considering proposals during the submission process, except as authorized by the Procurement Division representative. **Additionally, the City prohibits communication initiated by a bidder to any city official or employee evaluating or considering the proposals (up to and including the City Commissioners) before the time an award decision has been made.** Any communication between bidder and the City required to obtain information or clarification for preparing a bid or to enable a proper, accurate evaluation of a proposal will be handled solely through the Procurement Division staff. **Any communications initiated between the bidder and the City outside these parameters may be grounds for disqualifying the offending bidder from consideration for award of the proposal and/or any future proposal.**

## 1.5 CONE OF SILENCE

During the Cone of Silence (formerly called Blackout period) as defined in the next paragraph, except as pursuant to an authorized appeal, no person may lobby (as defined in section 1.4) on behalf of a competing party in a particular procurement process, City officials or employees except the Procurement designated staff contact in the Procurement division. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

The Cone of Silence is the period between the issue date of the RFP, which allows for immediate submittals to the City of Gainesville Procurement Division for the Request for Proposal and the time the City Officials and Employee awards the contract.

## 1.6 DETERMINATION OF RESPONSIBILITY OF BIDDERS

The specific qualifications of bidders for this specific Request for Proposal are included in Part 3, 3.1, d) Qualifications. Bidder must also demonstrate that it is responsible as defined in the City of Gainesville's [Financial Services Procedures Manual](#), Section 41-522, as may be amended.

As a part of the proposal evaluation process, City reserves the right to conduct a background investigation of bidder, including a record check by the Gainesville Police Department if the qualifications require it. Bidder's submission of a proposal constitutes acknowledgment of the process and consent to such investigation.

No contract will be awarded to any proposer who is in arrears to City upon any debt, fee, tax or contract, or who is a defaulter, as surety or otherwise, upon any obligation to City, or who is otherwise determined to be not responsible by City pursuant to Section 41-522, [Financial Services Procedures Manual](#), following:

These criteria consider the bidder's capability to perform:

- a) The ability of the bidder to successfully carry out a proposed contract.
- b) Past performance (including reference check), experience, business and financial capabilities, skills, technical organization, legal eligibility and reliability.
- c) Current litigation pending between the bidder and the City.
- d) Bidder has paid all debts owed to the City.
- e) Bidder possesses all required licenses.

If it is determined that the bidder is not responsible, City will notify bidder of its finding, including evidence used, and allow bidder the opportunity to come into compliance within three (3) business days of notification.

Successful Bidder must either update or complete City's vendor application, pay business tax (if applicable), and register with the State of Florida. Please be advised that the City Attorney's office will not approve a contract with any vendor unless the corporation or partnership is registered with the Division of Corporations with the State of Florida ([www.sunbiz.org](http://www.sunbiz.org)).

## 1.7 RESPONSIVENESS OF PROPOSAL

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in the RFP. A responsive proposal is one which follows the requirements of the RFP, includes all required documentation, is submitted in the format outlined in the RFP, is of timely submission (via upload to DemandStar.com), and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem the proposal non-responsive (see Section 41-444 of the [Financial Services Procedures Manual](#)).

## PART 2 – PROJECT SCOPE

---

### 2.1 BACKGROUND

The City of Gainesville, FL is located in North Central Florida and current population figures are: 122,671 in the City and 247,528 in Alachua County. Gainesville is a unique Florida city in two aspects: 1) as the home of the University of Florida, the age composition of the area and its migration patterns differ substantially from Florida norms; 2) the city is not a major retirement center, and thus the City's growth does not depend on trends in tourism and retirement.

The economy of Gainesville is university, health-care, trade and service oriented, with increasing medical, technological, and industrial influences. The largest area employer is the University of Florida. State and local government agencies are also major employers. The area is a major center for medical services with three large hospitals/medical complexes inclusive of: the UF Health System comprised of Shands Teaching Hospital and its affiliates, the Veterans Administration, and North Florida Regional Medical Center.

On September 17, 2020, the Gainesville City Commission adopted Ordinance 200249 (Attachment A) which established a new rental housing code requiring an annual permit, inspections and minimum energy efficiency, life safety and property maintenance standards for all residential rental units within the City (excluding Public Lodging Establishments as defined by and regulated under State law.) The inspections will be conducted on a 4-year rolling cycle, with the goal that each regulated unit will be inspected at least once every four (4) years for compliance with the new ordinance. In addition, with every other compliance inspection, the ordinance requires the city to prepare and provide to the owner a U.S. Department of Energy Home Energy Score for the regulated unit. Inspections may also be conducted more frequently and/or as a result of a complaint received by the city. The City estimates that there are approximately 15,000 existing residential rental units that are subject to the new ordinance. Based on this analysis, the City anticipates the need to conduct a minimum of 3,750 inspections annually on a rolling basis.

### 2.2 PROJECT SPECIFICATIONS

The City is seeking a qualified inspection services provider who is able to provide comprehensive evaluations of rental housing units within the City limits of Gainesville for compliance with the minimum standards identified in the Rental Housing Ordinance.

The successful respondent will have the demonstrated capacity to conduct evaluations for compliance on 25% of the City's rental housing stock annually, which is estimated to be approximately 3,750 inspections per fiscal year (FY).

The respondent will need to show a scheduling, tracking and reporting system and methodology that will be integrated into the public records of the City of Gainesville.

The successful respondent will be responsible for scheduling, field inspections and the creation of documentation for the public record that will confirm compliance with the minimum standards of the International Property Maintenance Code and the rental housing ordinance as adopted by the City of Gainesville.

The awarded vendor will be the responsible party for all inspections, even if the vendor uses subcontractors to complete the work.

### PART 3 – PRICE PROPOSAL

---

**Proposer Company Name:** \_\_\_\_\_

Proposers are required to submit a flat fee per inspection. \_\_\_\_\_

Price will be evaluated at 50% of the total evaluation points awarded.

**NOTE:** When cost estimating air travel, the City allows for Coach fare only. In addition, long distance phone calls, printing, and other administrative costs may be billed at cost only – no mark-up. Evidence of these expenditures will be submitted when invoicing the City.

Submitted by:

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

## PART 4 – HOW TO SUBMIT A PROPOSAL

---

**Instructions to bidders:** Proposals must contain each of the documents listed below; each fully completed and signed, as required. Required signatures for proposal forms may be applied using electronic signature software (i.e., DocuSign, Adobe Sign, etc.). Proposals submitted which do not include the following items may be deemed non-responsive and may not be considered for contract award.

### 4.1 FORMAT OF PROPOSAL

#### a. Table of Contents

The table of contents should outline in sequential order the major areas of the proposal, and all pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the table of contents.

#### b. Technical Proposals

The technical proposal is a narrative which addresses the scope of work, the proposed approach to the work, the schedule of the work, and any other information called for by the RFP which the bidder deems relevant.

#### c. Price Proposal

The price proposal is a presentation of the bidder's total offering price including the estimated cost for providing each component of the required goods or services.

Bidders should indicate the dollar amount which will be attributed to each sub-contractor, if any.

If a prescribed format for the price proposal is appended, bidders must use it; otherwise, bidders may use formats of their choice.

#### d. Qualifications

The response to the minimum qualification requirements should address each of the qualifications set out in 4.1.e. below. Bidders must provide documentation which demonstrates their ability to satisfy all of the minimum qualification requirements. Bidders who do not meet the minimum qualification requirements or who fail to provide supporting documentation will not be further considered. If a prescribed format, or required documentation for the response to minimum qualification requirements is stated below, bidders must use said format and supply said documentation.

#### e. Minimum Qualifications

1. Respondents technical staff must be competent by verifiable experience in the inspection of on-site residential housing to enforce the minimum health, safety and energy efficiency requirements of residential rental housing units.
2. Respondent must be able to demonstrate the capability of their company to conduct a minimum of 3,750 annual residential rental inspections for compliance with the City's rental housing ordinance.
3. Respondent demonstrate that they have sufficient staff, equipment and administrative support to schedule, conduct, and report on field compliance inspections.
4. Technical staff conducting evaluations must demonstrate at least two years of verifiable experience in construction, building design, drafting, engineering or work experience in a related field.
5. Three years of vocational training or college level education in a related technical field may also be acceptable for the minimum experience requirement for inspectors.

Also -

6. Certified home inspector, building inspector, energy rater, code enforcement officer or certified in International Property Maintenance Code (IPMC) is preferred but not required.

## 4.2 CONTENT OF PROPOSAL

### **Required Documents:**

The following documents are required to be included in the bidder's submission:

- a. Address each Minimum Qualification (see 4.1.e)
- b. Provide a Statement of all Qualifications (refer to 4.1.d)
- c. Discuss the approach to the annual requirements of the assignment (refer to 4.1.b Technical Proposals)
- d. Resume's, CV or profiles of each member of the proposed project team (refer to 4.1.e.5)
- e. Price Proposal (refer to 4.1.c)
- f. Exceptions to the RFP (refer to Part 4, 4.5 Exception to the RFP)
- g. Report of Alleged Wrongdoings, Litigation/Settlements/Fines

### **Required Forms:**

Each of the following forms must be completed, signed where indicated and returned with the submittal package. These forms should be located in the last section of the proposal.

- a. RFP Cover Page (Page 1)
- b. Bidder Verification Form (Exhibit B)
- c. Price Proposal Form (Part 3)
- d. Drug-Free Workplace Form (Exhibit A)
- e. References Form (Exhibit C)
- f. Certification of Compliance with Living Wage, if applicable to bidder (Exhibit E)
- g. Bidder's W-9
- h. Copy of any applicable current licenses and/or certification required by City/County/State
- i. Copies of all Addenda, signed

## 4.3 PROPOSAL SUBMISSION INSTRUCTIONS

The bid response, containing all required documents, with authorized signatures, must be received by 3:00 p.m. on the due date indicated on the Bid Cover Page for this project. The bidder's complete pdf response must be uploaded into DemandStar.com prior to the 3:00 p.m. deadline. This platform will not accept late submittals.

Upload bid response as a pdf formatted document only, unless the solicitation states otherwise. The pdf document should be titled with bidder's name, bid number, and, if the response is submitted in parts, include "Part # of x".

Modifications to or withdrawal of a bidder's submittal can be made up to the deadline date. Modifications and withdrawals must be documented in DemandStar.com in order to be recognized by the City. Any bid not withdrawn will constitute an irrevocable offer, for a period of one hundred twenty (120) days, to provide the City adequate time to award the Contract for the services specified in this solicitation.

Both the response and the price proposal, if required to be submitted as a separate document, must be signed by an officer of the business who is legally authorized to enter into a contractual relationship in the name of the bidder. An authorized representative who is not an officer may sign the proposal, but must attach a corporate resolution granting authorization to the representative to execute on behalf of the business.

The submittal of a response by a bidder will be considered by the City as constituting an offer by the bidder to perform the required services at the stated fees.

#### **4.4 DISCLOSURE AND CONFIDENTIALITY**

Florida's Public Records Law, Chapter 119, Florida Statutes, includes numerous exemptions to the general requirement to disclose information to the public in response to a public record's request. Exemptions are found in various provisions of the Florida Statutes, including but not limited to Section 119.071, Florida Statutes (General exemptions from inspection or copying of public records), and Section 119.0713, Florida Statutes (Local government agency exemptions from inspection or copying of public records). Section 815.045, Florida Statutes (Trade secret information), provides that trade secret information as defined in Section 812.081, Florida Statutes (Trade secrets; theft, embezzlement; unlawful copying; definitions; penalty) is confidential and exempt from disclosure because it is a felony to disclose such records. The Parties understand and agree that Florida's Public Records Law is very broad and that documents claimed by a Party to be confidential and exempt from public disclosure pursuant to the Public Records Law may in fact not be deemed such by a court of law. Accordingly, the following provisions shall apply:

- (i) Identifying Trade Secret or Otherwise Confidential and Exempt Information. For any records or portions thereof that bidder claims to be Trade Secret or otherwise confidential and exempt from public disclosure under the Public Records Law, bidder shall:
  - a. Specifically identify the records or specific portions thereof that are confidential and exempt and reference the particular Florida Statute that grants such status. Provide one redacted copy of the record and one copy of the record with the confidential and exempt information highlighted as outlined in 1 and 2 on the following page. Bidder shall take care to redact only the confidential and exempt information within a record.
  - b. Provide an affidavit or similar type of evidence that describes and supports the basis for Contractor's claim that the information is confidential and exempt from public disclosure.
- (ii) Request for Trade Secret or Otherwise Confidential and Exempt Information.
  - a. In the event City receives a public records request for a record with information labeled by bidder as Trade Secret or otherwise as confidential and exempt, City will provide the public record requester with the redacted copy of the record and will notify bidder of the public records request.
  - b. However and notwithstanding the above, in the event that City in its sole discretion finds no basis for bidder's claim that certain information is Trade Secret or otherwise confidential and exempt under Florida's Public Records Law, then City shall notify bidder in writing of such conclusion and provide bidder a reasonable amount of time to file for declaratory action requesting a court of law to deem the requested information as Trade Secret or otherwise as confidential and exempt under Florida's Public Records Law. If bidder fails to file for declaratory action within the reasonable amount of time provided, then City will disclose the information requested.
  - c. If a public records lawsuit is filed against CITY requesting public disclosure of the information labeled by bidder as Trade Secret or otherwise as confidential and exempt, CITY shall notify bidder and bidder shall intervene in the lawsuit to defend the nondisclosure of such information under Florida's Public Records Law.
  - d. Bidder hereby indemnifies and holds CITY, its officers and employees harmless from any and all liabilities, damages, losses, and costs of any kind and nature, including but not limited to attorney's fees, that arise from or are in any way connected with bidder's claim that any information it provided to CITY is Trade Secret or otherwise confidential and exempt from public disclosure under Florida's Public Records Law.



## How to Designate Trade Secret or Otherwise Confidential and Exempt Information

If a bidder believes that its response contains trade secret or otherwise confidential and exempt information (as defined by Florida or Federal law) and should be withheld from disclosure to the public, in such cases the bidder must provide a redacted copy of the proposal for public access.

- Redacted means that the confidential/proprietary information in the proposal has been obscured so that it cannot be read.
  - Unredacted means that the entire document, including the confidential/proprietary information, has not be obscured and is visible for the evaluation team to use in their evaluation process.
1. Upload a pdf version response of the complete UNREDACTED proposal. Include “UNREDACTED, CONFIDENTIAL” in document title. This is the version that will be used by the evaluators when they are reviewing your proposal. It is essential that the items that will be redacted are highlighted in yellow to prevent the evaluation team from discussing these items after the award. The first page of the document for the **unredacted** document should provide a general description of the information bidder has designated as confidential and/or exempt, and provide a reference to the appropriate Florida or Federal statute supporting the confidential and/or exempt classification.
  2. Upload a pdf version response of the REDACTED copy of the proposal. Include “REDACTED” in the document title. This copy will be used to support any public records requests that may arise from this solicitation.

## How the City will Handle Material Identified as Trade Secret or Otherwise Confidential and Exempt Information

The City’s evaluators will be provided with the complete unredacted proposal, including any trade secret or otherwise confidential and exempt information. The City evaluators will maintain the confidentiality of the information through the evaluation process, including any recorded evaluation team meetings.

In the event a public record request is made to view the information which bidder claims is confidential and/or exempt, the City will notify the bidder and give the bidder a reasonable opportunity (generally 2 business days) to institute appropriate legal action to prevent the disclosure of the information claimed as confidential and/or exempt.

All public records submitted to the City, including those claimed as confidential and/or exempt, will be retained by the City and will not be returned to a bidder at the conclusion of the bidding process.

### 4.5 EXCEPTIONS TO THE RFP

Bidders may take exceptions to any of the terms of this RFP unless the RFP specifically states where exceptions may not be taken. Should a bidder take exception where none is permitted, the proposal will be rejected as non-responsive. All exceptions taken must be specific, and the bidder must indicate clearly what alternative is being offered to allow the City a meaningful opportunity to evaluate and rank proposals.

Where exceptions are permitted, the City shall determine the acceptability of the proposed exceptions and the proposals will be evaluated based on the proposals as submitted. The City, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the City may request that the bidder furnish the services or goods described herein, or negotiate an acceptable alternative.

**NOTE:** Bidders are strongly encouraged to submit any deviations or exceptions to the City before the question submittal deadline or proposals are due, so that based upon the City’s response in the addendum, the bidder can determine if it is in their best interest to submit a response or not.

### 4.6 ONLY ONE BID

Only one bid from any individual, firm, corporation, organization or agency under the same or different name shall be considered. Should it appear to the City that any bidder has a financial interest in more than one submission under this bid, all bids in which such bidder has a financial interest will be rejected. A subcontractor is permitted to appear in more than one submittal for the same bid, as long as the subcontractor is not a lead bidder in any of the submittals. The City considers a financial interest to include, but not be limited, to joint ventures and, partnerships.

#### **4.7 FULLY INFORMED BIDDER**

A bidder is expected to fully inform itself as to the requirements of the Specifications and Contract terms and conditions; failure to do so will be at its own risk. A bidder shall not expect to secure relief on the plea of error.

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## PART 5 – EVALUATION PROCESS

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### 5.1 EVALUATION CRITERIA

#### a) Selection and Evaluation Criteria

Proposals will be evaluated in accordance with the procedures described in the City's, [Professional Services Evaluation Handbook](#).

The proposals will be evaluated using the following process: Qualifications Evaluation, Written Proposal Evaluation and/or Presentation/Interview Evaluation, and Other Factors as deemed appropriate. The City shall consider the ability of the firm's professional personnel, willingness to meet time and budget requirements, workload, location, past performance, volume of previous work with the City, and location. The Evaluation process provides a structured means for consideration of all these areas.

#### b) Technical Qualifications Evaluation

The Technical Qualifications Evaluation will assess each responding firm's ability based on experience and qualifications of key team members, the firm's capability of meeting time and budget requirements, and the firm's record with regard to this type of work, particularly in the City of Gainesville or in the State of Florida. This stage does not involve review and evaluation of a proposal addressing the project scope of work. Consideration will be given to the firm's current workload, financial stability, and the location where the majority of the technical work will be produced. The City will not be impressed with excessive amounts of boilerplate, excessive numbers of resumes, excessive length of resumes, excessive numbers of photographs, work that distant offices have performed, or work not involving personnel to be assigned to the proposed project.

#### c) Written Proposal Evaluation

The Written Proposal Evaluation will assess the firm's understanding of the project and the proposed approach to be undertaken as addressed in a written proposal. The evaluation process will assess how effectively the requirements of the scope of services have been addressed. The written proposal should identify a project manager and other key members of the project/service team. It should relate the capabilities of the project/service team to the requirements of the scope of services.

#### d) Presentation/Interview Evaluation

The Proposal Presentation/Interview Evaluation is based on an oral presentation that addresses both the technical qualifications of the firm and the approach to the project. Importance is given to the firm's understanding of the project scope of work, the placement of emphasis on various work tasks, and the response to questions. The evaluation process will assess the project manager's capability and understanding of the project and his/her ability to communicate ideas. The role of key members of the project/service team should be established based on the scope of services and the firm's approach to the project/service. The role of any subcontracted firm in the proposal should be clearly identified. Unique experience and exceptional qualifications may be considered with emphasis on understanding of the project/service, particularly "why it is to be done" as well as "what is to be done". The City of Gainesville will not be impressed with excessive boilerplate, excessive participation by "business development" personnel, and the use of "professional" presenters who will not be involved in the project.

#### e) Other factors

The Other Factors to be considered, based upon the specific project (but not limited to), are those items, such as Small or Service-Disabled Veteran Business and/or Local Preference. Fee proposals, when requested and deemed appropriate, are also to be considered in the evaluation process, where the request for such fees is in accordance with the City's Procurement Policies and Procedures.

## PART 6 – SELECTION PROCESS

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The bidder(s) will be selected from the qualified, responsive and responsible bidders submitting responses to this Request for Proposal. The selection process will be as follows:

- 6.1 Evaluators consisting of City staff will review the proposals. The evaluation process provides a structured means for consideration of all proposals.
- 6.2 Upon review and evaluation, the City may request oral presentations from the top ranked bidders. During the oral presentations, the bidders shall further detail their qualifications, approach to the project and ability to furnish the required services. These presentations shall be made at no cost to the City. Bidders selected for further presentations should provide one (1) electronic copy of materials presented in PDF format on a USB Flash drive.
- 6.3 The final ranking of bidders will be in accordance with the procedures described in the City's [Professional Services Evaluation Handbook](#)
- 6.4 If required, the final ranking of bidders will be presented to the City Commission. The City Commission will be requested to approve the recommended ranking and authorize negotiation and execution of the contract beginning with the top ranked bidder.
- 6.5 Provided that the City Commission approves the ranking and an award, the City will negotiate a contract with the top ranked bidder. Should the City be unable to negotiate a satisfactory contract with the top ranked bidder, negotiations will be terminated with that bidder and negotiations will be initiated with the second most qualified bidder, and so on until a satisfactory contract is negotiated.

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## PART 7 – AWARD

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### 7.1 TIE BIDS

Whenever two or more bids which are equal with respect to price, quality and service are received, preference shall be given in the following order: (1) Bidders submitting the attached Drug-Free Workplace form with their bid/proposal certifying they have a drug free workplace in accordance with Section 287.087, Florida Statutes; (2) Bidders located within the City of Gainesville, if not subject to the Local Preference Ordinance; (3) Bidders located within Alachua County; (4) Bidders located within the State of Florida; and (5) coin toss.

### 7.2 DRUG-FREE WORKPLACE

Preference shall be given to submitters providing a certification with their qualifications certifying they have a drug-free workplace whenever two or more bids which are equal with respect to price, quality, and service are received in accordance with Section 287.087, Florida Statutes. The attached form should be filled out and returned with the qualifications in order to qualify for this preference.

### 7.3 CONTRACT TERMS AND CONDITIONS

The City may award a contract on the basis of initial offers received, without discussions. A sample contract is attached to the bid. Therefore, each initial offer should contain the bidder's best terms from a cost or price and technical standpoint and any changes to the sample contract.

The City reserves the right to enter into contract negotiations with the selected bidder regarding the terms and conditions of the contract and technical terms. Price will not be negotiated. If the City and the selected bidder cannot negotiate a successful contract, the City may terminate said negotiations and begin negotiations with the next selected bidder. This process will continue until a contract has been executed or all bidders have been rejected. No bidder shall have any rights against the City arising from such negotiations.

### 7.4 CONTRACT AWARD

The award(s), if any, shall be made to the bidder(s) whose proposal(s) shall be deemed by the City to be in the best interest of the City. The decision of the City of whether to make the award(s) and which proposal is in the best interest of the City shall be final. The contract will be for a period of one (1) year with the possibility of two (2) 1-year extensions.

### 7.5 CONTRACT

The Contract to be entered into will designate the successful bidder as the City's Contractor. The successful bidder will be required to execute an agreement with the City in substantially the same format as found in Part 9.

### 7.6 BID PROTEST

Participants in this solicitation may protest the RFP specifications or award in accordance with Section 41-580 of the [Financial Services Procedures Manual](#).

### 7.7 RFP POSTPONEMENT/CANCELLATION/WAIVER OF IRREGULARITIES

The City may, at its sole and absolute discretion, reject any and all, or parts of any and all, proposals; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP or in the proposals received as a result of this RFP. See Section 41-444 [Financial Services Procedures Manual](#).

## PART 8 – GENERAL INFORMATION

### 8.1 LOCAL PREFERENCE

In bidding of, or letting contracts for procurement of, supplies, materials, equipment and services, as described in the purchasing policies, the city commission, or other purchasing authority, may give a preference to local businesses in making such purchase or awarding such contract in an amount not to exceed five percent of the local business' total bid price, and in any event the cost differential should not exceed \$25,000.00. Total bid price shall include not only the base bid price but also all alterations to that base bid price resulting from alternates which were both part of the bid and actually purchased and awarded by the City Commission or other authority. In the case of requests for proposals, letter of interest, best evaluated bids, qualifications or other solicitations and competitive negotiation and selection in which objective factors are used to evaluate the responses. Local Businesses are assigned five (5) percent of the total points of the total evaluation points.

Local business means the vendor has a valid business tax receipt, issued by the City of Gainesville at least six months prior to bid or proposal opening date, to do business in said locality that authorizes the business to provide the goods, services, or construction to be purchased, and a physical business address located within the limits of said locality, in an area zoned for the conduct of such business, from which the vendor operates or performs business on a day-to-day basis. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In order to be eligible for local preference, in the Bid or RFP evaluation, the vendor must provide a copy of the business tax receipt and Zoning Compliance Permit. For more information on City's Local Preference Policy: [Municipal Code Article X Local Preference Policy](#).

### 8.2 SMALL AND SERVICE-DISABLED VETERAN BUSINESS

Small or Service-Disabled Veteran's Business Enterprise Definition: A Small Business or a Service-Disabled Veteran's Business, which is duly licensed and authorized to engage in business and maintains a permanent principal place of operation with full time personnel within Alachua, Bradford, Columbia, Gilchrist, Levy, Putnam, or Union County and possess a current City business tax receipt as required, and is so certified by the Small and Service-Disabled Veteran's Business Program Coordinator.

It is the policy of the City of Gainesville that small and service-disabled veteran businesses as defined in the Small and Service-Disabled Veteran Business Program, have the maximum practical opportunity to participate in contracting opportunities provided by the City. In keeping with this policy, each bidder is asked to state whether it will utilize small and service-disabled veteran businesses that are eligible for assistance to perform work on the project(s) being advertised.

For bidders not yet certified by the City, a small and service-disabled veteran application may be accessed via the [Office of Equal Opportunity](#) website. To be considered as a certified small and/or service-disabled veteran business, a bidder must have a current certificate at the time of the solicitation submittal due date. For more information on certified small and service-disabled veteran businesses, please visit the [Office of Equal Opportunity](#) website.

### 8.3 LIVING WAGE POLICY & COMPLIANCE

- ☐ This contract is a covered service. (Refer to the Living Wage Decision Tree in Part 9 - Exhibits)
- ☒ This contract is **not** a covered service.

Living Wage ordinance, Ordinance 020663, as amended in [Ordinance 030168](#), and as shown on the City's web page, applies to certain contracts for specific "Covered Services," which the City has determined may include services purchased under this Contract, depending upon the cost/price of the contract awarded. Bidders should consider the effect/cost of compliance, if any, with the requirements of the Living Wage Ordinance if the services purchased are "Covered Services", the prime contract amount exceeds the threshold amount, the bidder meets the definition of Service Contractor/Subcontractor (and is not otherwise excluded from the application of the ordinance) and the ordinance provisions, which are incorporated herein, apply to any Covered Employees.

If applicable, the adjusted Living Wage for this contract will be \$12.5962 per hour (Living Wage with Health Benefits) or \$13.8462 per hour if Health Benefits are not offered.

If applicable, a successful Service Contractor/Subcontractor shall be required to execute the Certification of Compliance with Living Wage (refer to form in Part 9 – Exhibits), prior to the City executing the contract. Once executed, such certification will become part of the contract; however, failure to sign such certification will prevent execution of the contract, may result in forfeiture of any applicable bid or proposal bond, and could result in other adverse action.

During the performance of this contract, the Contractor agrees as follows:

- a. The Contractor shall comply with the provisions of the City of Gainesville's living wage requirements, as applicable. Failure to do so shall be deemed a breach of contract and shall authorize the City to withhold payment of funds until the living wage requirements have been met.
- b. The Contractor will include the provision of (1) above in each subcontract for Covered Services with a Service Contractor/Subcontractor, as defined herein, so that the provisions of (1) above will be binding upon each such Service Contractor/Subcontractor. The Contractor will take such action with respect to any such subcontract as may be directed by the contract administrator as a means of enforcing such provisions; provided, however, the City shall not be deemed a necessary or indispensable party in any litigation between the contractor and a subcontractor concerning compliance with living wage requirements.

#### **8.4 TAXES, CHARGES AND FEES**

The bidder agrees that any applicable Federal, State and Local sales and use taxes, which are to be paid by City of Gainesville, are included in the stated bid prices. Since the City of Gainesville is often exempt from taxes for equipment, materials and services, it is the responsibility of the Contractor to determine whether sales taxes are applicable. The Contractor is liable for any applicable taxes which are not included in the stated bid prices.

#### **8.5 COSTS INCURRED BY BIDDERS**

All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith shall be borne by the bidder(s). No payment will be made for any responses received, nor for any other effort required of or made by the bidder(s) prior to commencement of work as defined by a contract approved by the City Commission (if so required).

#### **8.6 RULES; REGULATIONS; LICENSING REQUIREMENT**

The bidder shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Bidders are presumed to be familiar with all Federal, State and local laws, ordinances, codes and regulations that may in any way affect the services offered.

#### **8.7 RECORDS/AUDIT**

Contractor shall maintain records sufficient to document their completion of the scope of services established by this Contract. These records shall be subject at all reasonable time to review, inspect, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after completion of the Contract. Records which relate to any litigation, appeals or settlements of claims arising from performance under this Order shall be made available until a final disposition has been made of such litigation, appeals, or claims.

#### **8.8 DEBARMENT, SUSPENSION, OTHERWISE EXCLUDED**

By submitting this proposal, bidder agrees that it:

- a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Has not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a

public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements or receiving stolen property;

- c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission or any of the offenses enumerated in paragraph (2) of this certification; and
- d) Has not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

## **8.9 PUBLIC ENTITY CRIME INFORMATION STATEMENT**

Section 287.133 (2)(a), Florida Statutes, contains the following provisions: “A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity, in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

## **8.10 INVESTIGATION OF ALLEGED WRONGDOINGS, LITIGATION/ SETTLEMENTS/FINES/PENALTIES**

The City Commission specifically requests that responders to this document indicate in writing any investigations of wrongdoings, litigation and/or settlements, and fines or penalties (anywhere in the U.S.) involving the bidder and specific contractors listed as projected to provide services to the City. You may be required to respond to questions on this subject matter.

## **8.11 NON-DISCRIMINATION POLICY AND COMMERCIAL NON-DISCRIMINATION REQUIREMENT**

As a condition of entering into this agreement, the company represents and warrants that it will comply with Title VI and Title VII of the Civil Rights Act of 1964 and all other federal, state or local laws prohibiting discrimination. The company shall not discriminate on the basis of race, color, religion, gender, national origin, marital status, sexual orientation, age, disability or gender identity, or other unlawful forms of discrimination in the solicitation, selection, hiring, commercial treatment of subcontractors, vendors, suppliers or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination.

The City reserves the right to investigate any claims of illegal discrimination by the Contractor and in the event a finding of discrimination is made and upon written notification thereof, the Contractor shall take all necessary steps to cure and rectify such action to the reasonable satisfaction of the City. The company understands and agrees that a violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of the company from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

For more information on this policy and requirement, please visit the [Office of Equal Opportunity](#).

## **8.12 USE OF RFP REPLY IDEAS**

The City has the right to use any or all information presented in any response to the RFP, whether amended or not, except as prohibited by law. Selection or rejection of the submittal does not affect this right.

## **8.13 E-VERIFY REQUIREMENT**

The Contractor shall (1) utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the contract; and (2) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.



## PART 9 – SAMPLE CONTRACT

CONTRACT FOR \_\_\_\_\_

**THIS CONTRACT** (“Contract”), entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2021 between the CITY OF GAINESVILLE, a Florida municipal corporation, (“City”), **insert address** and \_\_\_\_\_, (“Contractor”), **insert address**, taken together, shall be known as “Parties”.

**WHEREAS**, clauses that briefly describe project and history of project (if applicable)

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

### 1. EFFECTIVE DATE AND TERM OF CONTRACT.

The term of the Contract shall be one year, commencing on **date of execution of the contract** and terminating **one year from the date of execution of the contract**. The Contract may be extended for two (2), one-year extensions, upon mutual agreement of the Parties. Upon extension of the Contract term, the Contract Price may be increased or decreased based upon the Consumer Price Index as of the one year anniversary of the contract.

### 2. MULTI-YEAR CONTRACT.

The obligations of the City as to any funding required pursuant to this Contract shall be limited to an obligation in any given year to budget and appropriate from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Contract.

### 3. SCOPE OF SERVICES.

Project or Product or Service Description:

,as more specifically described in the Specifications.

### 4. CONTRACT DOCUMENTS.

- A. The Contract consists of the following documents, whether attached to this Contract or incorporated by reference (collectively the ‘Contract Documents’):
  - i. Contract;
  - ii. Addenda to Bid Documents (attach and identify by title, number and date);
  - iii. Bid Documents (attach and identify by title, number and date); and
  - iv. Contractor’s response to Bid documents (*attach and identify by title, number and date*).
- B. The Contract Documents constitute the entire contract between the City and Contractor. In the event of conflict or inconsistency between the Contract Documents, the order of precedence for interpretation shall be the order in which the Contract Documents are listed above. Conflict or inconsistency within a particular contract document shall be resolved by having the more specific reference to the matter prevail.

**5. DELIVERY SCHEDULE: (to be included for goods)**

**6. TIME FOR PERFORMANCE (To be included for services, if needed)**

The Parties agree that time is of the essence for the Scope of Services. Contractor shall complete the work on or before [date].

**7. PARAGRAPH 5 INTENTIONALLY OMITTED.**

[In some contracts, there is no need to put a provision in for completion. For instance, if you have hired a janitorial service on an annual contract, there would not be a need to have a time of performance or completion date]

**8. COMPENSATION/PAYMENT.**

City will pay Contractor in an amount not to exceed (\$amount bid if lump sum or budget amount if annual agreement) for the term of the contract. Payment shall be based upon (*describe whether City is paying on an hourly basis, or for a percentage of work completed, amount of material delivered or some other measurement*).

City shall make payments in accordance with the Local Government Prompt Payment Act, Sections 218.70, et. seq. Florida Statutes.

**9. INDEMNIFICATION.**

Contractor shall indemnify the City, its officials, agents and employees, and hold it harmless from suits, actions, damages, liability, expenses, losses and costs, including, but not limited to reasonable attorney's fees in connection with loss of life, bodily or personal injury, or property damage arising from or occasioned by any act or omission or negligence or intentional wrongdoing on the part of the Contractor and other persons employed or utilized by the Contractor.

**10. INSURANCE. (Check with risk for required coverage and amounts)**

**A.** During the term of this Contract, Contractor shall maintain insurance as follows:

Workers' Compensation insurance	providing coverage in compliance with Florida Statutes
Professional Liability insurance	[\$contact risk] per occurrence combined single limit for bodily injury and property damage
Public Liability insurance (other than automobile) consisting of broad form comprehensive general liability insurance including contractual coverage	[\$contact risk] per occurrence combined single limit for bodily injury and property damage
Automobile Liability insurance	[\$contact risk] per occurrence combined single limit for bodily injury and property damage

Property Damage insurance

[\$contact risk] per occurrence  
combined single limit for bodily  
injury and property damage

B. Prior to the effective date of this Contract, Contractor shall provide to City a certificate of insurance certifying such insurance and naming City as additional insured and that City will be notified in writing at least thirty (30) days before any such insurance is canceled or materially changed.

C. Insurance must be written by a company licensed to do business in the State of Florida and satisfactory to City.

## **11. SOVEREIGN IMMUNITY.**

Nothing in the Contract Documents shall be interpreted as a waiver of the City's sovereign immunity as granted under Section 768.28, Florida Statutes.

## **12. TERMINATION.**

A. If the Contractor fails to observe or perform in accordance with the Contract Document (a "Default"), then the City, after providing at least ten (10) days written notice to the Contractor of the Default and the City's intent to terminate if such Default continues unremedied during the ten (10) day period, may terminate this Contract without prejudice to any other rights or remedies the City may have under this Contract and Florida law.

B. This Contract may be terminated by the City, without cause, upon thirty (30) days written notice to the Contractor. In the event this Contract is so terminated, the Contractor shall be compensated for services rendered through the effective date of the termination.

## **13. INDEPENDENT CONTRACTOR.**

Contractor shall be considered an independent contractor and as such shall not be entitled to any right or benefit to which City employees are or may be entitled to by reason of employment. Except as specifically noted in the Contract Documents, Contractor shall be solely responsible for the means, method, techniques, sequences, and procedures utilized by the Contractor for the full performance of the Contract Documents.

## **14. INTELLECTUAL PROPERTY AND WORK PRODUCT.**

A. Ownership and Publication of Materials. All reports, information, data, and other materials prepared by the Contractor pursuant to the Contract Documents, except those separately identified in the Scope of Services or in other written agreements between the Parties, are owned by the City. The City has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or in part, information contained therein and relating thereto. No material produced in whole or in part under the Contract Documents may be copyrighted or patented in the United States or in any other country without prior written approval of the City.

B. Intellectual Property. Contractor warrants that it owns or has rights to use all intellectual property used for the scope of each project, including patent rights, copyrights, or other intellectual property rights, except with respect to designs, processes or products of a particular manufacturer expressly required by the City [or process or product is an infringement of a patent, copyright or other intellectual property, the Contractor shall promptly give City [and Professional if applicable] written notice of the infringement.

## **15. RECORDS AND RIGHT-TO-AUDIT.**

Contractor shall maintain records sufficient to document completion of the scope of services established by the Contract Documents. These records shall be subject at all reasonable time to review, inspect, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after termination of the Contract. Records that relate to any litigation, appeals or settlements of claims arising from performance under this Contract shall be made available until a final disposition has been made of such litigation, appeals, or claims.

## **16. CONTRACTOR'S ASSURANCES.**

Contractor warrants that the goods and services supplied to the City pursuant to this Contract shall at all times fully conform to the specifications set forth in the Invitation to Bid and be of the highest quality. In the event the City, in the City's sole discretion, determines that any product or services supplied pursuant to this Contract is defective or does not conform to the specifications set forth in the Invitation to Bid, the City reserves the right unilaterally to cancel an order or cancel this Contract upon written notice [and an opportunity to cure if applicable] to the Contractor, and reduce commensurately any amount of money due the Contractor.

## **17. WARRANTY.**

Intentionally left blank.

## **18. PUBLIC RECORDS.**

Florida has a very broad public records law and certain records of a contractor may be considered public records. Accordingly, by entering into an agreement with the City, contractor must:

- A. Keep and maintain public records required by the public agency to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (telephone number, e-mail address, and mailing address).

<http://www.cityofgainesville.org/ClerkOfTheCommission/PublicRecordsRequests/RequestingPublicRecord.aspx>

## **19. DISPUTE RESOLUTION**

Except as otherwise provided in this Contract, any dispute concerning a question of fact or of interpretation of a requirement of the Contract which is not disposed of by mutual consent between the parties shall be decided by the City Manager or designee, who shall reduce the decision to writing and furnish a copy thereof to the parties. In connection with any dispute proceeding under this clause each party shall be afforded an opportunity to be heard and to offer evidence in support of its version of the facts and interpretation of the Contract. The City Manager or designee shall make such explanation as may be necessary to complete, explain or make definite the provisions of this Contract and the findings and conclusions shall be final and binding on both parties. Pending the final decisions of a dispute hereunder, Contractor shall proceed diligently with its performance of the Contract in accordance with the preliminary directions of the City Manager or designee.

## **20. ATTORNEY’S FEES AND COSTS.**

The prevailing party to any litigation filed in state or federal court, shall be entitled to attorney’s fees and costs, including any attorney’s fees and costs incurred on appeal.

## **21. FORCE MAJEURE (not needed if paragraph 5 is blank)**

If the performance of the Contract is delayed by fire, lightning, earthquake, cyclone, or other such cause completely beyond the control of either the City or the Contractor, then the time for completion of the Contract shall be extended for a period equivalent to the time lost by reason of any of the aforesaid causes.

## **22. PARAGRAPH INTENTIONALLY OMITTED**

## **23. APPLICABLE LAW AND VENUE.**

This Contract 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 Contract, venue shall be in Alachua County, Florida.

## **24. DEFAULT AND REMEDIES.**

The non-breaching party shall have available all remedies at law.

## **25. 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:

CITY:

City of Gainesville

Gainesville Community Reinvestment Area

ATT: GCRA DIRECTOR

2153 SE Hawthorne Rd, Suite 223

Gainesville, FL 32641

CONTRACTOR:

Contractor Information

## **26. SEVERABILITY.**

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

## **27. INTEGRATION/MERGER.**

This Contract, together with the attached bid documents, contains the entire contract 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 Contract. The terms of this Contract are contractual and not merely recital.

## **28. MODIFICATION AND WAIVER.**

The provisions of this Contract 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 Contract. The failure of any party to exercise any right in this contract shall not be considered a waiver of such right. No waiver of a provision of the Contract shall apply to any other portion of the Contract. A waiver on one occasion shall not be deemed to be a waiver on other occasions.

## **29. CAPTIONS AND SECTION HEADINGS.**

Captions and section headings used herein are for convenience only and shall not be used in construing this Contract.

**30. ASSIGNMENT OF INTEREST.**

Neither party will assign or transfer any interest in the Contract without prior written consent of the other party.

**31. 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 Contract.

**32. THIRD PARTY BENEFICIARIES.**

This Contract does not create any relationship with, or any rights in favor of, any third party.

**33. CONSTRUCTION.**

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

**34. COUNTERPARTS.**

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

**35. EXHIBITS.**

All exhibits attached to this Contract are incorporated into and made part of this Contract by reference.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement, or caused to be executed by their duly authorized officials, on the day and year first written above.

NAME OF COMPANY:

CITY OF GAINESVILLE:

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_  
City Attorney

## PART 10 – EXHIBITS

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The following documents/forms are included in this section:

Exhibit A - Drug-Free Workplace Form

Exhibit B - Bidder Verification Form

Exhibit C - Reference Form

Exhibit D - Living Wage Decision Tree

Exhibit E - Certification of Compliance with Living Wage

Exhibit F – Zoom Meeting Access Information

## EXHIBIT A

### DRUG-FREE WORKPLACE FORM

The undersigned bidder in accordance with Florida Statute 287.087 hereby certifies that

\_\_\_\_\_ does:

(Name of Bidder)

- a. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- b. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for the drug abuse violations.
- c. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- d. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- e. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- f. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this bidder complies fully with the above requirements.

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Date

In the event of a tie bid, bidders with a Drug Free Workplace Program will be given preference. To be considered for the preference, this document must be completed and uploaded to DemandStar.com with your Submittal.



## EXHIBIT B

### BIDDER VERIFICATION FORM

**1. LOCAL PREFERENCE (Check one)**

Local Preference requested:

☐ YES ☐ NO

A copy of the following documents must be included in your submission if you are requesting Local Preference:

- a) Business Tax Receipt
- b) Zoning Compliance Permit

**2. Qualified Small Business and/or Service Disabled Veteran Business Status (Check one)**

Is your business qualified, in accordance with the City of Gainesville's Small Business Procurement Program, as a local Small Business? ☐ YES ☐ NO

Is your business qualified, in accordance with the City of Gainesville's Small Business Procurement Program, as a local Service-Disabled Veteran Business? ☐ YES ☐ NO

**3. Living Wage Compliance**

See Living Wage Decision Tree: (Check one)

☐ Living Wage Ordinance does not apply (check all that apply)

☐ Not a covered service

☐ Contract does not exceed \$100,000

☐ Not a for-profit individual, business entity, corporation, partnership, limited liability company, joint venture, or similar business, who or which employees 50 or more persons, but not including employees of any subsidiaries, affiliates or parent businesses.

☐ Located within the City of Gainesville enterprise zone.

☐ Living Wage Ordinance applies and the completed Certification of Compliance with Living Wage is included with this bid.

NOTE: If Contractor has stated Living Wage Ordinance does not apply and it is later determined Living Wage Ordinance does apply, Contractor will be required to comply with the provision of the City of Gainesville's living wage requirements, as applicable, without any adjustment to the bid price.

**4. REGISTERED TO DO BUSINESS IN THE STATE OF FLORIDA**

Is Bidder registered with Florida Department of State's, Division of Corporations, to do business in the State of Florida? ☐ YES ☐ NO (refer to Part 1, 1.6, last paragraph)

If the answer is "YES", provide a copy of SunBiz registration or SunBiz Document Number (#\_\_\_\_\_)

If the answer is "NO", please state reason why:\_\_\_\_\_

**5. DIVERSITY AND INCLUSION (Applies to solicitations above \$50,000)**

Does your company have a policy on diversity and inclusion? ☐ YES ☐ NO

If yes, please attach a copy of the policy to your submittal.

Note: Possessing a diversity and inclusion policy will have no effect on the City's consideration of your submittal, but is simply requested for information gathering purposes.

\_\_\_\_\_  
Bidder's Company Name

\_\_\_\_\_  
Printed Name/Title of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

*This page must be completed and uploaded to DemandStar.com with your Submittal.*

## EXHIBIT C

### REFERENCE FORM

**Company Name of Bidder:** \_\_\_\_\_

Provide information for three references of similar scope performed within the past three years.  
You may include photos or other pertinent information.

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**#1** Year(s) services provided (For Example: 1/2018 to 12/2019): \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State Zip: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

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**#2** Year(s) services provided (For Example: 1/2018 to 12/2019): \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State Zip: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

---

**#3** Year(s) services provided (For Example: 1/2018 to 12/2019): \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State Zip: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

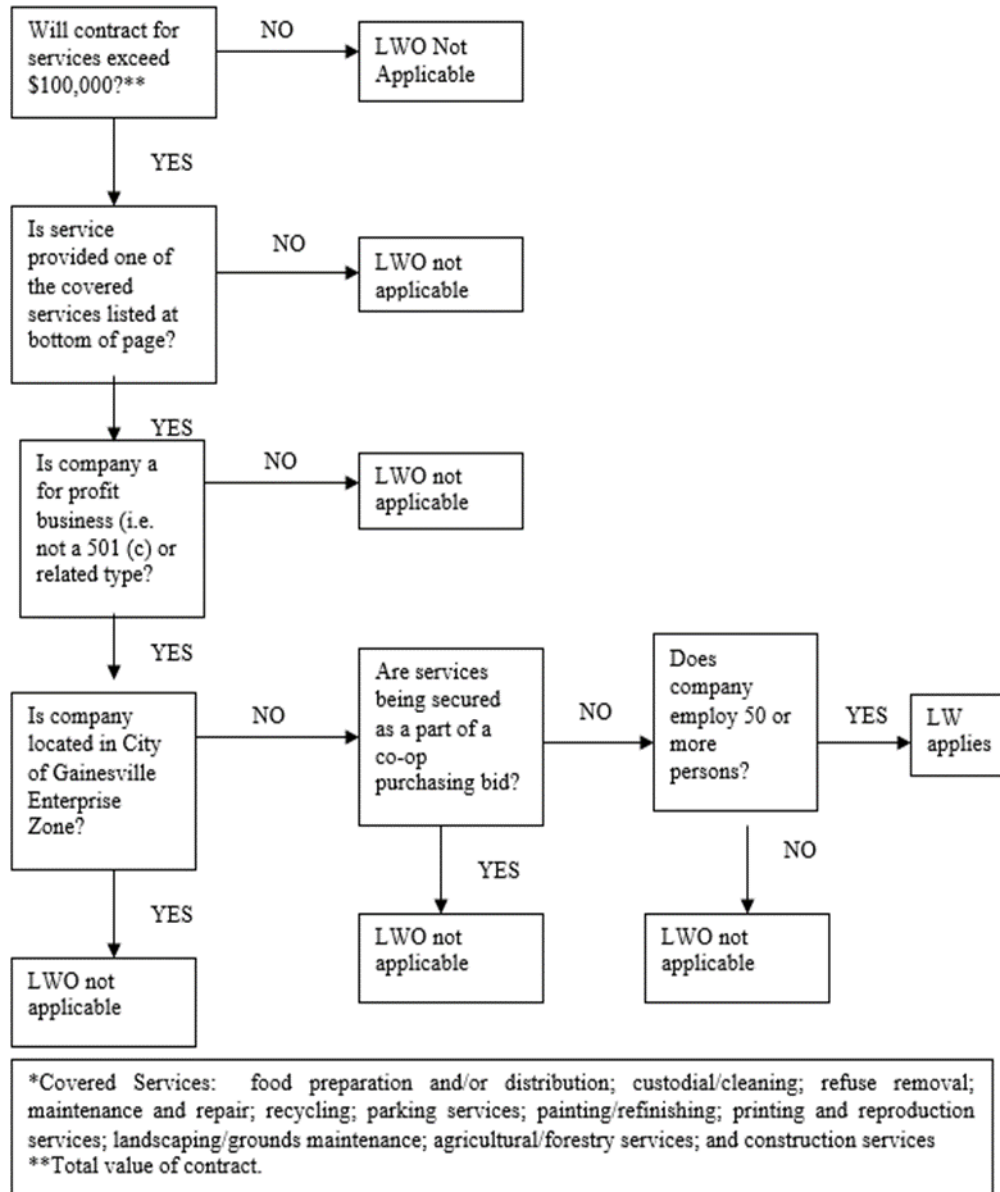
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*This page must be completed and uploaded to DemandStar.com with your Submittal.*

## EXHIBIT D

### LIVING WAGE DECISION TREE

While not all encompassing, the following is provided as a guideline for contractors in determining whether the City of Gainesville Living Wage Ordinance applies to their firm in the performance of specified service contracts for covered services\* with the City. Contractors are advised to review the entire text of the Living Wage Ordinance in conjunction with this guideline.



## EXHIBIT E

### CERTIFICATION OF COMPLIANCE WITH LIVING WAGE

**The undersigned** hereby agrees to comply with the terms of the Living Wage Ordinance and to pay all covered employees, as defined by City of Gainesville Ordinance 020663 as amended at 030168 (Living Wage Ordinance), during the time they are directly involved in providing covered services under the contract with the City of Gainesville for a living wage of \$12.5962 per hour to covered employees who receive Health Benefits from the undersigned employer and \$13.8462 per hour to covered employees not offered health care benefits by the undersigned employer.

Name of Service Contractor/Subcontractor: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Name of Local Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

\$ \_\_\_\_\_

(Amount of Contract)

\_\_\_\_\_  
Printed Name/Title of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

## EXHIBIT F

### ZOOM MEETING ACCESS INFORMATION

All Zoom meetings are recorded for public record.

Non Mandatory Pre-Bid Meeting	Fri	01/29/21	9:00am	Zoom
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Join Zoom Meeting

<https://us02web.zoom.us/j/81760206719?pwd=ZTgxT3lzM1F3dGQ5SXhNeENUQlpBZz09>

Meeting ID: 817 6020 6719

Passcode: eKnd8E

One tap mobile

+13126266799,,81760206719#,,,,\*799303# US (Chicago)

+19292056099,,81760206719#,,,,\*799303# US (New York)

Dial by your location

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington D.C)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

Meeting ID: 817 6020 6719

Passcode: 799303

[Find your local number: https://us02web.zoom.us/j/81760206719?pwd=ZTgxT3lzM1F3dGQ5SXhNeENUQlpBZz09](https://us02web.zoom.us/j/81760206719?pwd=ZTgxT3lzM1F3dGQ5SXhNeENUQlpBZz09)

Deadline for receipt of proposals/Bid Opening	Fri	02/19/21	3:00pm	Zoom
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Join Zoom Meeting

<https://us02web.zoom.us/j/84749172248?pwd=eUpCS1ZaWlExRnZ5TE52cFhpSDNYZz09>

Meeting ID: 847 4917 2248

Passcode: 10URrt

One tap mobile

+13126266799,,84749172248#,,,,\*484491# US (Chicago)

+19292056099,,84749172248#,,,,\*484491# US (New York)

Dial by your location

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington D.C)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

Meeting ID: 847 4917 2248

Passcode: 484491

[Find your local number: https://us02web.zoom.us/j/84749172248?pwd=eUpCS1ZaWlExRnZ5TE52cFhpSDNYZz09](https://us02web.zoom.us/j/84749172248?pwd=eUpCS1ZaWlExRnZ5TE52cFhpSDNYZz09)

## Evaluation Meeting

Mon

03/01/21

4:00pm

Zoom

Join Zoom Meeting

<https://us02web.zoom.us/j/83640366642?pwd=YzEzSjdPUXZKcFpwc2JtTXNmdVRNdz09>

Meeting ID: 836 4036 6642

Passcode: tc3jC2

One tap mobile

+13017158592,,83640366642#,,,,\*475590# US (Washington D.C)

+13126266799,,83640366642#,,,,\*475590# US (Chicago)

Dial by your location

+1 301 715 8592 US (Washington D.C)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

Meeting ID: 836 4036 6642

Passcode: 475590

[Find your local number: https://us02web.zoom.us/j/kcqizHWTE](https://us02web.zoom.us/j/kcqizHWTE)

## PART 11 – ATTACHMENTS

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Attachment 1

City of Gainesville Ordinance #200249

## PART 12 – NO BID SURVEY

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### GENERAL GOVERNMENT PROCUREMENT DIVISION SURVEY BID INFORMATION

If you choose to not bid, complete this form, and either upload it into DemandStar.com or email to the procurement specialist.

**RFP #:** DOSD-210019-GD

**DUE DATE:** February 15, 2021  
@ 3:00 pm Eastern Time

**RFP TITLE:** Rental Housing and Energy Efficiency Inspections

#### IF YOU DO NOT BID

Please check the appropriate or explain:

- \_\_\_\_\_ 1. Not enough bid response time.
  - \_\_\_\_\_ 2. Specifications not clear.
  - \_\_\_\_\_ 3. Do not submit bids to Municipalities.
  - \_\_\_\_\_ 4. Current work load does not permit time to bid.
  - \_\_\_\_\_ 5. Delay in payment from Governmental agencies.
  - \_\_\_\_\_ 6. Do not handle this item.
  - \_\_\_\_\_ 7. Other: \_\_\_\_\_
- \_\_\_\_\_

Bidder Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Is your company a small business? ☐ YES ☐ NO

Is your company a service-disabled veteran business? ☐ YES ☐ NO





## Agenda Item Summary

Agenda Date: 3/2/2021

Agenda Item No.: 3.

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**Agenda Item Name:**

Discussion of purchase of Fellowship Baptist Church in High Springs

**Presenter:**

Claudia Tuck, LCSW

**Description:**

Discussion of need, potential uses, costs and funding sources for the possible acquisition of the existing Fellowship Baptist Church in High Springs.

**Recommended Action:**

Direct staff on whether to proceed with the investigation of, and possible option contract for the Fellowship Baptist Church as a potential location for County offices and facilities.

**Prior Board Motions:**

N/A

**Fiscal Consideration:**

Asking price for the church and surrounding 9 acres: \$3,300,000

ESTIMATES of the cost of acquisition will include:

Two appraisals	\$20,000
Building condition due diligence report	\$33,000
Phase I Environmental Audit	\$3,000
Survey and other Public Works Charges	\$10,000 Estimated (will invoice actual expenses)
Title insurance premium and search fee	\$11,000
Attorney's fees	\$5,000
Recording costs	\$100

Post-closing costs will include upgrading and conversion of structures to the County's intended uses, ongoing maintenance and operation of the property and facilities.

Funding sources could include the General Fund, Solid Waste and Wild Spaces & Public Places, depending on the final uses determined for the site.

**Background:**

The Fellowship Baptist Church is located at 16916 NW US Highway 441, High Springs, FL 32643,

within the High Springs city limits. It consists of approximately 35,000 square feet of improved space on 20.38 acres, of which approximately 9 acres will be conveyed with the church structures. The exact description of the 9 acres to be conveyed with the church is not yet available.

The improved space includes three buildings and consists of approximately 25,000 square feet which could be converted to office/multi-use space and approximately 10,000 square feet of gymnasium with a commercial kitchen.

The church property is zoned R-1. It is connected to public water and sewer. The buildings were built in 1991 and are currently vacant.

Alachua County would use this property as the Northwest Alachua County Resource Center. There are a number of uses by County departments and outside organizations that could share in the use of the property.

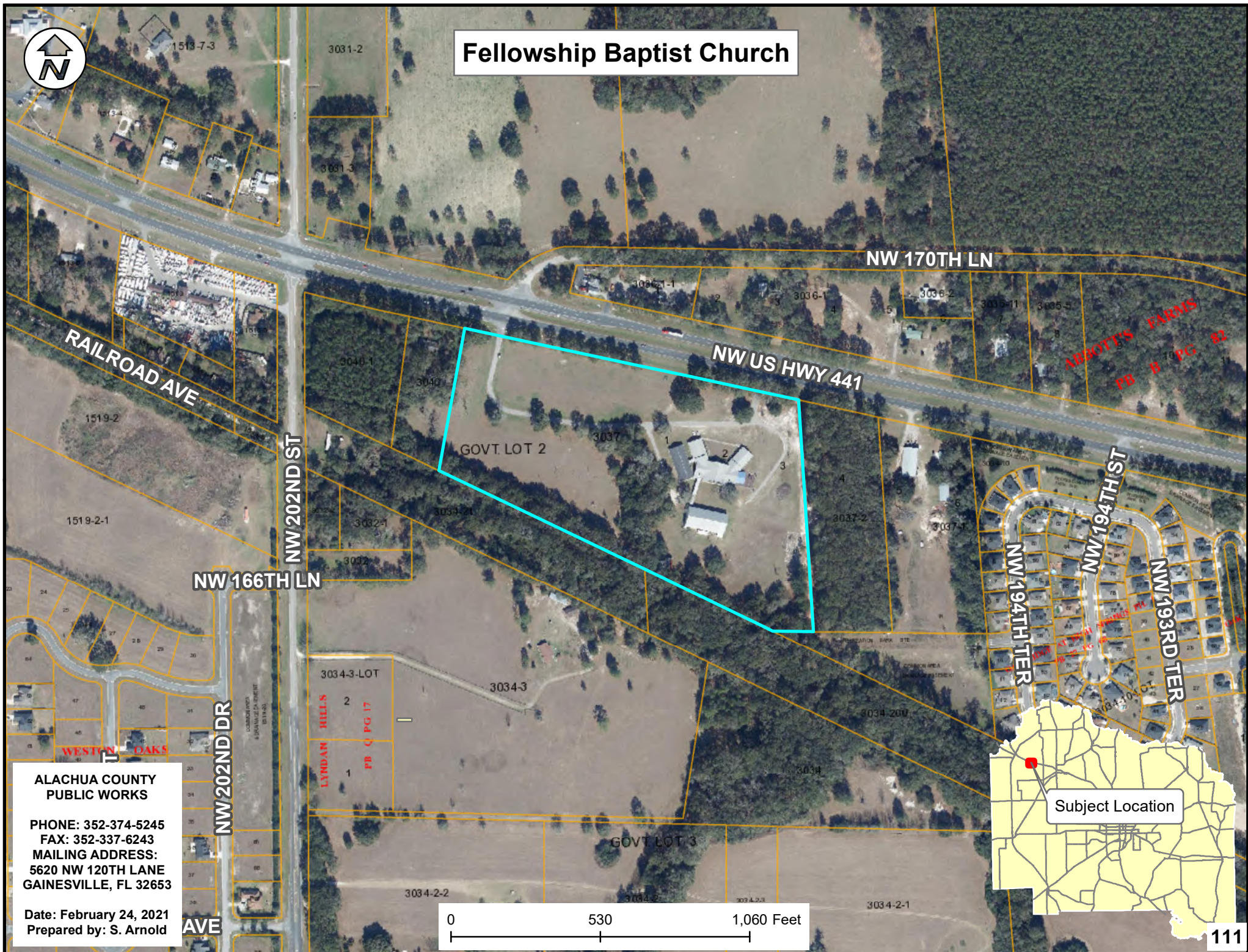
These include:

- Annex Offices for Constitutional Officers
- County Meeting Rooms and Classrooms
- Recreational Facilities with Gymnasium
- County Social Services
- County Veterans' Services
- Solid Waste-Rural Collection Center
- Health and Human Service Agencies
- Health Department Annex and Clinic
- Behavioral Health Services
- Department of Children and Families
- Domestic Violence Assistance Providers
- Food Pantry and Distribution Center
- After School Programming
- Computer Lab
- Community Meeting Rooms
- Community Outreach Programs





# Fellowship Baptist Church



ALACHUA COUNTY  
PUBLIC WORKS

PHONE: 352-374-5245  
FAX: 352-337-6243  
MAILING ADDRESS:  
5620 NW 120TH LANE  
GAINESVILLE, FL 32653

Date: February 24, 2021  
Prepared by: S. Arnold



# 16916 NW US HWY 441, High Springs, FL 32643

Brian Oen & John Thomas | [brian@thomasmgrouprealty.com](mailto:brian@thomasmgrouprealty.com) | [johnthomas@thomasmgrouprealty.com](mailto:johnthomas@thomasmgrouprealty.com) | 352.494.2100 | 352.538.4453







**FOR SALE**

**\$3,500,000**

**SIZE** 20+ Acres  
35,000 +/- sq. ft.

BHGRE Thomas Group is offering this multipurpose opportunity with three buildings totaling 35,000 +/- sq.ft., all public utilities on site, sitting on a 20+acre parcel fronting US Hwy 441. This location sees over 22,000 auto trips per day. These well-maintained buildings are currently being used as a church. The sanctuary holds up to 500 people, and the property includes a 10,000 sqft gymnasium with a full commercial kitchen, over 30+ offices, conference and activity rooms, and eight bathrooms. Property is located within city limits of High Springs a 6,000+ community and one of Alachua counties fastest-growing communities. Located just minutes from Gainesville the Home of the University of Florida. This vibrant town filled with unique art, antiques, and plenty of outdoor adventures, and its natural springs, and rivers attract visitors from across the state and beyond. Though it is currently a church, it could be reimagined as a perfect home for a charter school, public or private school, an activity center, or a community space. Buyers could also redevelop the property for a mixed-use commercial/residential community space.







# HIGHLIGHTS

- Three well maintained buildings totaling 35,000+ sf
- All Public utilities to site (water, electric and sewer)
- Property 20+ acres with 1,221 feet of Hwy 441 frontage
- 22,000+ Auto Trips Per Day
- Located 2.4 Miles from I-75 & 4 miles to Lowes and Publix
- Property 2 miles from City of Alachua with 12,000+ residence
- Just 15 miles Northwest of the city of Gainesville home to University of Florida
- Best uses are Church, Charter School, High End Day Care and Mix-Use Development with Commercial and Multi-Family Component or ALF





PROPERTY













# CONTACT US



THOMAS GROUP



## BRIAN OEN

BROKER ASSOCIATE, PRESIDENT OF  
COMMERCIAL & LAND DIVISION

352.494.2100

[brian@thomasgrouprealty.com](mailto:brian@thomasgrouprealty.com)

[brianoen.thomasgrouprealty.com](mailto:brianoen.thomasgrouprealty.com)

While in college, Brian's entrepreneurial spirit led him to start a beer delivery business, but when he was approached to join the nation's largest independent real estate title search company, he knew he couldn't refuse. He spent ten years working his way up the corporate ladder, and eventually became VP and Director of Operations, overseeing 150+ employees. Throughout that time, he also became skilled and successful at investing in real estate on the side, learning how to evaluate any property or area for top performance.

When his wife became pregnant with twins, the memories and dreams from his youth came flooding back. He had paid his corporate dues, and it was time to go all in as an entrepreneur, and take action to help other determined professionals grow their entire real estate portfolio and wealth using the expertise, experience and success from his own investing.

Today, Brian uses his exclusive 360 approach to help his clients with their personal home, commercial space, and income producing properties. He has a genuine interest and determination to help his clients take action to grow their wealth through real estate. In fact, he has built an Action Team, dedicated to exhausting every effort to locate the perfect opportunities for investors. He's also the founder of Gainesville's Real Estate Investors Association.



## JOHN THOMAS

REALTOR®, COMMERCIAL  
& LAND DIVISION

352.538.4453

[johnthomas@thomasgrouprealty.com](mailto:johnthomas@thomasgrouprealty.com)

[johnthomas.thomasgrouprealty.com](mailto:johnthomas.thomasgrouprealty.com)

John Thomas has been with Thomas Group Realty since January 2012. Born and raised in Gainesville, John graduated from Gainesville High School in 1966, then continued on to receive a degree in Marketing from the University of Florida, and a Master's degree in Accounting from Rollins College. John, a Vietnam Era Veteran, spent 29 years in the forest products industry with Georgia-Pacific Corporation, a Fortune 100 Company. Looking for a change of pace, John explored his career options, and having been a real estate investor for over 30 years made him a natural for commercial real estate. He has been working in commercial real estate since 2000. John has been a Multi-Million Dollar Producer, Member of Presidents Club, Entrepreneur of the Year award winner, Top Total Listing Associate as well as a Top Selling Agent.

John has assembled many development properties for developments such as University Corners (The Standard), Roberts Stadium Club, Wal-Mart, Publix, several Student Housing Developments, Assisted Living and Nursing Home Facilities, as well as many other Gainesville developments. John understands the development process very well. John's customers will tell you that he is an honest, hardworking Realtor®, with a commitment to their needs.





3037

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