Board of County Commissioners
Gadsden County, Florida

AGENDA

Regular Public Meeting
October 15, 2013
6:00 p.m.

Invocation, Pledge of Allegiance and Roll Call

Invocation
Pledge of Allegiance

Amendments and Approval of Agenda

Awards, Presentations and Appearances

1. Recognition of "Men of Distinction"
   Commissioner Eric Hinson

2. Dr. Richard A. Carvajal
   President, Bainbridge State College

Clerk of Courts

3. County Finance and County Clerk Issues
   (Nicholas Thomas, Clerk of the Courts)

Consent

4. Approval of Minutes:

   A. July 2, 2013 Probation Workshop

5. Ratification of Approval to Pay County Bills

6. Approval Of The Renewal Of The Services Contract With Con-Techs Health & Safety To Provide Drug And Alcohol Screening Services And Training Services
   (Robert Presnell, County Administrator / Arthur Lawson, Sr., Assistant County Administrator / Lonyell Black, HR Analyst)

Items Pulled for Discussion

Citizens Requesting to be Heard on Non-Agenda Items (3 minute limit)

Public Hearings

7. **Public Hearing –** Public Hearing (Quasi-Judicial) – Florida Telecom Services, LLC 220' Self Supporting Lattice Tower Preliminary Site Plan (SP-2013-05) with deviations, 39 Schwall Road, Tax Parcel ID #2-11-3N-2W-0000-00340-0000
(Robert Presnell, County Administrator / Allara Gutcher, Planning and Community Development Director)

General Business

8. Family Homestead Subdivision Information Update
(Robert Presnell, County Administrator / Allara Gutcher, Planning and Community Development Director)

9. Approval and Signatures For Satisfaction of Special Assessment Lien(s) State Housing Initiative Partnership (SHIP) Program, Gadsden County Emergency Repair (ER) Program
(Robert Presnell, County Administrator / Phyllis Moore, SHIP Administrator

10. Approval of the Construction, Engineering and Inspection Services to Stantec Consulting Services, Inc. for the Local Agency Program Project – Florida Department of Transportation – Shady Rest Road (C.R. 270)
(Robert Presnell, County Administrator / Curtis Young, Public Works Director)

11. Approval For Gadsden County Probation Division To Implement Court Ordered Vehicle Impoundment Program
(Robert Presnell, County Administrator / Arthur Lawson, Sr., Assistant County Administrator / Martha Chancey, Probation Division Manager)

12. Approval For Gadsden County Probation Division To Begin Administering Alcohol Breath Testing
(Robert Presnell, County Administrator / Arthur Lawson, Sr., Assistant County Administrator / Martha Chancey, Probation Division Manager)

13. Approval For Gadsden County Probation Division To Establish Victim Impact Panel
(Robert Presnell, County Administrator / Arthur Lawson, Sr., Assistant County Administrator / Martha Chancey, Probation Division Manager)

14. Approval of Gadsden County Work Program Policy And Procedures
(Robert Presnell, County Administrator)

15. Approval of the Naming of the Gretna Fire Station
(Robert Presnell, County Administrator)

16. Somos Uno, Inc. v. City of Midway and Gadsden County / Mediation Agreement
(Deborah Minnis, County Attorney / David Weiss, Assistant County Attorney / Robert Presnell, County Administrator)

17. Approval of National Solar Economic Development Agreement
(Deborah Minnis, County Attorney / David Weiss, Assistant County Attorney / Robert Presnell, County Administrator)

County Administrator

18. Update on Board Requests

County Attorney

19. Update on Various Legal Issues
(Deborah Minnis, County Attorney)

Discussion Items by Commissioners

20. Report and Discussion on Public Issues and Concerns Pertaining to Commission Districts and Gadsden County:

Commissioner Taylor, District 5

Commissioner Holt, District 4

Commissioner Morgan, District 3

Commissioner Hinson, Vice Chairman, District 1

Commissioner Croley, Chairman, District 2

Motion to Adjourn

Receipt and File

November Meeting(s)

- November 5, 2013, Regular Meeting, 6:00 p.m.

- November 19, 2013, Regular Meeting, 6:00 p.m.

AT A WORKSHOP MEETING OF THE BOARD OF COUNTY COMMISSIONERS HELD IN AND FOR GADSDEN COUNTY, FLORIDA ON JULY 2, 2013, AT 4:30 P.M., THE FOLLOWING PROCEEDINGS WERE HAD, VIZ:

Present: Doug Croley, Chair-District 2
Eric Hinson, Vice-Chair, District 1
Gene Morgan (appeared by telephone)
Brenda Holt, District 4 (arrived late)
Sherrie Taylor, District 5 (arrived late)
Nicholas Thomas, Clerk of Court
Robert Presnell, County Administrator
David Weiss, County Attorney
Marcella Blocker, Deputy Clerk

INTRODUCTION

Chair Croley called the workshop to order at 4:34 p.m. and then turned the meeting over to Richard Stewart.

PRIVATIZATION OF THE GADSDEN COUNTY PROBATION DIVISION

Richard Stewart, President/Co-Founder, Florida Probation Service, LLC, appeared before the Board and introduced his staff and gave a brief overview of their company and services. He stated they currently handle probation services for Bay and Franklin Counties.

Commissioner Holt appeared at this juncture of the meeting.

Commissioner Morgan telephoned in at this juncture of the meeting.

Mr. Stewart informed the Board that his company provided total comprehensive case management solutions for Courts by providing a variety of options depending on the current needs of Gadsden County and listed what some of the solutions were.

Commissioner Taylor appeared at this juncture of the meeting.

He said that they monitor every aspect of probation through a software system called Probation Surveillance, which was developed specifically to assist in the monitoring of probationers. He informed the Board that they follow the guidelines of Florida Statutes 948, which is misdemeanor probation. He also told them they had met with the County Judge on two occasions and she was onboard with this service.

Harold Bazzel, Vice President/Co-Founder, appeared before the Board and stated he understood the number crunching and believed this was a good fit for the County and would save money for the County. He explained that what Gadsden County was doing was exactly what Bay County had done eight years ago. He said there had been a private probation company that had been their provider for over 20 years and in looking over their collections, they realized the collections were poor and it was costing the county a lot of money and they were looking at ways to improve. He explained one thing they did when Probation Services took over Bay County was interview every employee and hired some of the employees but with

their software system they did not need the same number of employees as were employed.

COMMISSIONERS' QUESTIONS AND COMMENTS

Commissioner Taylor asked if someone was present from the Probation Office to answer questions and asked what would happen to the current employees. Mr. Presnell stated Martha Chancey was present and had run the office for a number of years.

Mr. Bazzel stated they would to everything possible to keep all current employees.

Commissioner Taylor asked if she could address some questions to Mrs. Chancey.

Martha Chancey, Supervisor with Gadsden County Probation, stepped to the podium. She explained that while they didn't have the high-tech equipment that the company had, they pretty much had everything else. Mrs. Chancey stated if it were only about the money, probation services was the way to go but if it was about Gadsden County residents, this would not be the way to go.

Commissioner Holt said Mrs. Chancey had commented that the technology was not there and asked had she looked to see what it would take to get the technology there.

Mrs. Chancey said she had asked several years ago about upgrading and was told it would cost several thousands of dollars. Commissioner Holt asked her what their percentage of collections was and Mrs. Chancy stated at about 37.6116%. She asked if they helped clients with job searches. Mrs. Chancey said if they were unemployed, they take a job search, go out and try to find a job.

Commissioner Holt asked what would help get the collections up and Mrs. Chancey said she did not know how to answer that because there were so many unemployed in the County and with the bad economy, they did not have the money to pay.

Commissioner Holt asked how many employees were in the Department and Mrs. Chancey stated there were five. She asked Clerk Thomas if he had any concerns as far as paperwork, collections, signing people up, etc. Clerk Thomas stated it was a county department and He did not get involved with that, that they were receipting the court costs and court fines and probation fees, but did not get involved with anything else generally.

She asked Mr. Stewart how they were able to get the collections up and he attributed it to their software system because it enabled them to look at the Defendant, track his record of paying and try to help him.

Commissioner Croley stated some of his questions had and had not been covered. He asked Mr. Presnell if it was his opinion if they contracted with FPS, the savings would be $140,000 at a minimum. He asked Mr. Stewart how many officers would be involved to replace the current five employees and he responded three. Mr. Presnell explained they had one position that one of the employees would be moved into so one employee would lose their position if not moved into another position.

Mr. Stewart responded the worst county he had was collecting .93¢ on the dollar.

Chair Croley stated this should be placed on the agenda for a more formal comparison of the different elements involved and there was a due diligence on behalf of the taxpayers' money.

Commissioner Taylor asked if "our office" could come up with a way to improve the collection percentage because she was mindful when a person was unemployed, it hurt the County. She stated the Chairman was correct that fiscally, this was probably the proper way to go, but she knew what it would do to a County to put five people out as unemployed and asked that they look into what software was available to help increase the percentage of collections.

Commissioner Morgan asked the term of agreement and Mr. Stewart stated Bay County was 36 months and thought it was the same for Franklin County.

Commissioner Hinson asked the cost of inmate in jail a day and Mr. Presnell said it runs approximately $53.00/day.

Mr. Stewart said they did different programs in different counties and mentioned the different programs that were offered.

Commissioner Taylor said RFP was good, want she asked that they look at what software was out there to assist in upping the collections for current department.

Chair Croley stated it was not his role to be placing the self-interest of BOCC employees above the county as a whole and wanted to see a competitive RFP regarding this.

Commissioner Holt said Mrs. Chancey had asked for help and technology several years ago, why RFP without looking at what could be done to make things more efficient.

Commissioner Taylor stepped out at this juncture of the meeting.

Commissioner Hinson said he had spoken with the Judge several times and added that FPS gave a great presentation but started thinking, with this situation, there needed to do more research regarding this and would like to have more research and see what could be done to help the departments. He stated he had been an elected official for almost nine years and if it was something you did not understand, just say no until you have all the answers needed.

Commissioner Taylor returned at this juncture of the meeting.

Commissioner Morgan arrived at this juncture of the meeting.

Commissioner Hinson said as of today, he was against it and would like to review this in one year.

Mr. Presnell said if they were not going to look at this at this time, they needed to look at implementing some of the things to provide better efficiency in the county department and re-address this next year.

Chair Croley said for the record, it didn't make sense if the Board wouldn't consider $140,000/year savings to the taxpayers.

Commissioner Morgan stated he has heard about this from other counties and thought it would be better for our county probation office and that this was something that the County could learn from, that this was an opportunity to safeguard taxpayers' money and he supported this. He added that it

was important to find every avenue they possibly could because revenues were decreasing and there was a need to find avenues to increase that.

Commissioner Holt stated she had no problem in looking at this after seeing what the County could do, but it was not an emergency to be decided today.

Chair Croley said he was leaving the workshop with the understanding that the Commissioners wished to not do anything at this time.

Commissioner Holt said that was not true, she wanted directions to the Administrator for the staff to look at that department and have things done to assist the department.

Mr. Presnell stated he understood the commissioners wanted the existing probation office to be looked at to make that department more efficient and to re-evaluate this at the next budget cycle.

Commissioner Holt stated she would like to see what would happen if the software was gotten to help the department to better improve the collections.

ADJOURNMENT

THERE BEING NO FURTHER BUSINESS BEFORE THE BOARD, THE CHAIR DECLARED THE MEETING ADJOURNED AT 5:35 P.M.

GADSDEN COUNTY, FLORIDA

_____

DOUGLAS M. CROLEY, Chair
Board of County Commissioners

ATTEST:

_____

Marcella Blocker, Deputy Clerk for
NICHOLAS THOMAS, CLERK

Board of County Commissioners
Agenda Request

Date of Meeting: October 15, 2013

Date Submitted: October 1, 2013

To: Honorable Chairperson and Members of the Board

From: Robert Presnell, County Administrator
Arthur Lawson, Sr., Assistant County Administrator
Lonyell L. Black, HR Analyst

Subject: Approval of the Renewal of the Services Contract with Con-Techs Health & Safety to Provide Drug and Alcohol Screening Services and Training Services

---

Statement of Issue:

This agenda item seeks Board approval to approve the renewal of the services contract with Con-Techs Health & Safety to provide drug and alcohol screening services as well as training services to the County.

Background:

Con-Techs is a local mobile lab service that provides pre-employment, random, post accident, and reasonable suspicion drug and alcohol screenings on a ten (10) level drug panel, as well as reasonable suspicion drug use training to supervisors. Drug testing results are available within 24-hours of testing and are confirmed by a medical review officer.

Analysis:

Con-Techs Health and Safety is locally owned and operated by Terry Phillips and has been in business for over ten (10) years. Con-Techs provide services to several businesses in the County, as well as many businesses in the surrounding area. Con-Techs provide pre-employment drug, reasonable suspicion, post-accident and random drug screenings for potential and current employees. Con-Techs provides mobile service making it convenient for the employer as well as the employee. General operating hours are Monday through Friday from 8:00 am until 5:00 pm, however unscheduled emergency service is provided at an additional cost.

Fiscal Impact:

Each ten (10) level drug panel DOT drug/alcohol test incurs a cost of $40.00 per test and Non DOT drug and alcohol test incurs a cost of $35.00. Unscheduled and/or emergency tests incur an additional cost of $100. The costs for drug screenings are included in the 2013-2014 fiscal budget.

Options:

1. Approve the service renewal contract between the Board of County Commissioners and Con-Techs Health and Safety and authorize the Chairperson to execute the contract.
2. Do not approve the service contract
3. Board Direction

County Administrator's Recommendation:

Option 1

Attachment:

1. Service Contract

SERVICES CONTRACT
(Professional)

This Services Contract, dated **November 1**, 2013, between the Gadsden County Board of County Commissioners (the COUNTY) and **Con-Techs Health & Safety** (hereinafter "Contractor").

This Agreement defines the terms under which Contractor shall provide professional services to the COUNTY.

1. **SERVICES TO BE RENDERED AND RATES OF PAYMENT.** Contractor shall render the services described in Exhibit A and the COUNTY shall compensate Contractor for said services as described in Exhibit B, provided that specific deliverables set out by the County are accomplished and a proper invoice therefore shall be rendered and said services shall be performed to the satisfaction of the COUNTY. The COUNTY shall resolve all claims and disputes under this Services Contract.

   A. Contractor will provide the following services:

   Exibit A

   B. All services will be performed by Contractor to the satisfaction of the Gadsden County Administrator or his assign, who will decide all questions, difficulties and disputes of any nature whatsoever, on behalf of the COUNTY that may arise under or by reason of the Agreement.

   C. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable as the work progresses will be subject to mutual agreement of the parties, and Supplemental Agreement(s) of such a nature as required will be entered into by the parties in accordance herewith.

   D. All plans, proposal developments, materials, computer files and/or reports prepared or obtained for the COUNTY under this Agreement will be considered works made for hire and will become the property of the COUNTY without restriction or limitation on their use and will be made available, upon request, to the COUNTY at any time during the performance of such services and/or upon completion or termination of this Agreement. Upon delivery to the COUNTY of said document(s), the COUNTY will become the custodian thereof. Contractor will not copyright any materials.

   E. Written updates will be provided to County staff on a monthly basis and presentations will be made before the Gadsden County Board of Commissioners when requested by the County Administrator or his assign/designee. Payment shall be due and made in accordance with the Local Government Prompt Payment Act (§218.70, F.S., et. seq.,) and interest on unpaid balances shall accrue and be payable as provided in the Act.

   F. The Contractor will provide on-site drug/alcohol testing services for the County in accordance to Florida Drug Free Workplace and DOT Standards. The Contractor will also provide Workplace Safety training.

2. **TERM.** This Services Contract shall commence on the date first set forth above and shall continue for a period of ***One (1) Year (November 1, 2013 through October 31, 2014)***, terminating at the end thereof unless earlier terminated in accordance with the terms of this Services Contract. This agreement may be extended for an additional year but only by mutual agreement and written consent by both parties via a supplemental agreement setting forth specific new or additional deliverables for the next year.

3. **PRICE AND PAYMENT**. THE COUNTY agrees to pay Contractor: ***$35.00 per Florida Drug Free Workplace Test, $40.00 per DOT Standards drug test, $110.00 per hair specimen drug test, $25.00/$15.00 per evidential breath alcohol test with confirmation. A call out fee of $100.00 will be assessed to the cost of each test above for unscheduled and/or emergency tests that occurs after hours or***

on weekends. Workplace Safety Training fees are $75.00 per hour. The compensation contract price indicated is inclusive of all expenses borne by the Contractor and therefore no expenses shall be reimbursed to the Contractor by The COUNTY for the duration of this agreement. This fee includes any and all reimbursement to Contractor for expenses related to service to THE COUNTY including, but not limited to, long distance telephone calls, faxes, document production, overnight delivery, in-town courier services, business meals, out-of-town travel, and in-town travel.

4. **BENEFITS.** The COUNTY shall not provide the Contractor with any fringe benefits in relation to the services performed under this agreement.

5. **INDEMNITY AND PAYMENT FOR CLAIMS**

A. INDEMNITY: The Contractor shall indemnify and hold harmless the COUNTY, its officers and employees, attorneys and agents from all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys fees, to the extent caused by Contractor or his employees, officers or agents during the performance under this Services Contract, provided, however, that Contractor shall not be liable hereunder for the sole negligence of the COUNTY, its officers and employees, attorneys and agents. The parties agree that 1% of the total compensation to the Contractor for performance of this Agreement is the specific consideration from the COUNTY to the Contractor for the Contractor's indemnity agreement.

It is specifically agreed between the parties executing this Services Contract that it is not intended by any of the provisions of any part of the Services Contract to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Services Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract.

B. PAYMENT FOR CLAIMS: Contractor guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Contractor or any subcontractor, in connection with this Services Contract. Final acceptance and payment does not release the Contractor from its obligations hereunder until all such claims are paid or released.

6. **COMPLIANCE WITH LAWS.** The Contractor shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Agreement.

Throughout the duration of this agreement, the Contractor will serve as an independent contractor of the COUNTY. As such, the Contractor will obey all laws relating to federal and state income taxes, associated payroll and business taxes, licenses and fees, workers compensation insurance, and all other applicable state and federal laws and regulations.

7. **INSURANCE**

A. GENERAL LIABILITY. The Contractor shall carry and keep in force during the period of this Services Contract a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $100,000 per person and $ 300,000 each occurrence, and property damage insurance of at least $ 100,000 each occurrence, for the services to be rendered in accordance with this Services Contract, as well as the indemnity provided hereinabove.

B. WORKERS COMPENSATION. The Contractor shall maintain workers compensation insurance in force as required by Florida Law.

C. **SUBJECT TO FUNDING.** This Services Contract is entered into subject to the amounts budgeted by the Board of County Commissioners as available for expenditure during this fiscal year and the COUNTY shall not be liable hereunder for any amounts in excess thereof. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years.

D. **SUBCONTRACTORS.** The Contractor will maintain an adequate and competent professional staff so as to enable the Contractor to timely perform under this Agreement and must be authorized to do business within the State of Florida and may associate with it such subcontractors, for the purpose of its services hereunder, without additional cost to the COUNTY, other than those costs negotiated within the limits and terms of this Agreement. The Contractor is fully responsible for satisfactory completion of all subcontracted work. The Contractor, however, will not sublet, assign or transfer any work under this Agreement to other than subcontractors specified in the Agreement without the written consent of the COUNTY.

The Contractor shall be held responsible for the negligence of its subcontractors. In the successful completion of this engagement, the Contractor may utilize subcontractors, but the Contractor shall remain completely responsible to the COUNTY for performance under this Agreement.

E. TERMINATION AND DEFAULT

A. This Services Contract may be canceled by the COUNTY in whole or in part at any time the interest of the COUNTY requires such termination. The COUNTY also reserves the right to seek termination or cancellation of this Agreement in the event the Contractor shall be placed in either voluntary or involuntary bankruptcy. The COUNTY further reserves the right to terminate or cancel this Agreement in the event an assignment is made for the benefit of creditors. This Services Contract may be canceled by the Contractor only by mutual consent of both parties.

B. If the COUNTY determines that the performance of the Contractor is not satisfactory, the COUNTY shall have the option of (a) immediately terminating the Agreement, or (b) notifying the Contractor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) take whatever action is deemed appropriate by the COUNTY.

C. If the COUNTY requires termination of the Agreement for reasons other than unsatisfactory performance of the Contractor, the COUNTY shall notify the Contractor of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

D. If the Agreement is terminated before performance is completed, the Contractor shall be paid only for that work satisfactorily performed. All work in progress will become the property of the COUNTY and will be turned over promptly by the Contractor.

E. THE COUNTY may issue a verbal or written Stop Work order to Contractor at any time, and Contractor shall immediately cease all performance under this Service Contract until otherwise instructed. Contractor shall have no claim for delay or other damages associated with the Stop Work order and shall be compensated only for services performed to the satisfaction of the COUNTY.

F. **CONFIDENTIAL INFORMATION.** The Contractor shall not, at any time during or following expiration or termination of its engagement hereunder (regardless of the manner, reason, time or cause thereof) directly or indirectly disclose or furnish to any person not entitled to receive the same for the

immediate benefit of the COUNTY any trade secrets or confidential information as determined by the COUNTY in writing.

G. **COVENANTS.** The Contractor agrees to (a) faithfully and diligently do and perform the acts and duties required in connection with its engagement hereunder, and (b) not engage in any activity which is or likely is contrary to the welfare, interest or benefit of the business now or hereafter conducted by the COUNTY.

H. **BINDING EFFECT.** This Agreement will inure to the benefit of and shall be binding upon the parties hereto and their respective successors or assigns (whether resulting from any re-organization, consolidation or merger of either of the parties or any assignment to a business to which all or substantially all of the assets of either party are sold).

I. **ASSIGNMENT**. The Contractor shall not sublet, assign or transfer any work under this Services Contract without the prior written consent of the COUNTY.

J. **NOTICES.** All notices required to be given under the terms of this Agreement or which any of the parties desires to give hereunder shall be in writing and personally delivered or sent by registered or certified mail, return receipt requested, or sent by facsimile transmission, addressed as follows:

(a.) If to Contractor addressed to:

Con-Techs Health & Safety
Attn: Terry w. Phillips
P.O. Box 979
Havana, Florida 32333

(b.) If to the COUNTY addressed to:

Gadsden County Administration
Attention: Lonyell L. Black
P.O. Box 920
Quincy, FL 32353

Any party may designate a change of address at any time by giving written notice thereof to the other parties.

K. **LAW**. This Agreement shall be governed and construed in accordance with Florida law.

L. **VENUE.** Venue in any legal action related to this Contract shall be in Gadsden County.

M. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding on either party except to the extent incorporated in this Agreement. There are no promises, terms, conditions, or obligations other than those contained herein, and this Services Contract shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

N. **MISCELLANEOUS.** This Agreement:

(a) The Contractor and the COUNTY agree that the Contractor, its employees, and subcontractors are not agents of the COUNTY as a result of this Services Contract for any purposes.

(b) All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in either gender shall extend to and include the other gender.

(c) It is understood and agreed by the parties hereto that if any part, term or provision of this Services Contract is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Services Contract did not contain the particular part, term or provision held to be invalid.

(d) The Contractor and the COUNTY agree that the Contractor, its employees, and subcontractors are not agents of the COUNTY as a result of this Services Contract for any purposes.

(e) Shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(f) May be amended, modified or supplemented only by a written instrument executed by all of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates shown below.

GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS	CONTRACTOR NAME
_____	_____
Douglas Croley, Chairperson	By: Terry W. Phillips Title: Owner
_____	_____
DATE	DATE

ATTEST:

_____
Nicholas Thomas, Clerk

_____
County Attorney – Approved As To Form

Gadsden County Board of County Commission Agenda Request

Date of Meeting: October 15, 2013

Date Submitted: October 2, 2013

To: Honorable Chairperson and Members of the Board

From: Robert Presnell, County Administrator
Allara Gutcher, Planning & Community Development Director

Subject: Public Hearing (Quasi-Judicial) – Florida Telecom Services, LLC 220' Self Supporting Lattice Tower Preliminary Site Plan (SP-2013-05) with deviation at 39 Schwall Road, Tax Parcel ID #2-11-3N-2W-0000-00340-0000.

Statement of Issue:

John L. Ruth, Managing Member of Florida Telecom Services as agent, is requesting Preliminary Site Plan approval with four (4) deviations to allow a 220-foot Self Supporting Lattice Tower to be located within a 70-foot by 50-foot leased area enclosed by a 6-foot fence and evergreen landscaping. The site is located on the northwest corner of the Peavy and Sons Construction site located at 39 Schwall Road (Parcel Tax ID # 2-11-3N-2W-0000-00340-0000). Deviations from Subsections 5805(A).1, 5805(A).2, 5805(B).1, and 5806(A).3 are required for approval of this application.

This action is a Class II, Type II site plan review and is a quasi-judicial action per Subsection 7202 of the Gadsden County Land Development Code (LDC). The public notice requirements of Subsection 7501 of the LDC have been met: An advertisement has been posted in the three (3) local papers; a public hearing notice has been mailed to all property owners within 1000-feet of the property; and a sign has been posted. A Citizen's Bill of Rights meeting was held *(Attachment #1)*.

Background:

There are 46 existing telecommunication towers in Gadsden County. The nearest tower to the proposed Florida Telecom site is more than three (3) miles away, and the northeast area of the county lacks coverage. Towers typically only cover a radius of a 0.5 mile. Service provided by the host carrier, AT&T, will include data plans such as a video card, phone and texting services.

Requested Deviations from the Gadsden County Land Development Code (LDC):

The applicant is requesting a total of four (4) deviations from the Land Development Code (LDC) as follows:

1. *Subsection 5805(A).1 requires that publicly owned lands be considered for tower development before privately owned lands are developed upon.* The nearest county owned parcel is 1.69 miles away and is located on McNair Road on parcel# 2-13-3N-2W-1533-00000-0001. In a letter dated July 12, 2013 from the agent's RF Engineer to the Gadsden County Planning Director, the applicant states that the nearest county owned parcel is not located within a radius identified to satisfy needed coverage gaps for the northeast area of the county (*Attachments #5, #6, #7, and #10*).

2. *Subsection 5805(A).2 requires that existing towers be considered before towers are developed on new sites.* The applicant also states in the letter referred to above that the nearest existing privately owned tower is more than two (2) miles away and will not satisfy needed coverage gaps in the area *(Attachments #5, #6, #8, and #10).*

3. *Subsection 5805(B).1 states that proposed tower sites within 0.5 miles of a Rural Residential District is not permitted.* The applicant is requesting a deviation from this requirement because the proposed site satisfies its RF Engineer's coverage gap criteria for the area. The nearest Rural Residential District is 585 feet from the subject leased property, and the nearest resident within a Rural Residential District is 1,950' feet away *(Attachments #9 and #10).*

4. *Subsection 5806(A).3 requires that towers that are lit at night with red lights shall be at least seven (7) times the height of the tower from property lines of parcels of land in which a residence is located.* Florida Telecom is proposing a north property line setback of 2.5x's the height of the tower or 550' feet. The nearest residential structure is 1,950' feet away, and the Federal Aviation Administration (FAA) and Federal Communication Commission (FCC) require towers that are over 200' feet to be lit at night with red lights. Residents of the nearest residence, located at 219 Schwall Road, submitted a letter of support in favor of the tower installation *(Attachment #12).*

Criteria for Approval of Deviations from Standards within Tower Code:

Pursuant to Subsection 5811 (H) of the LDC, a deviation from the tower siting requirements may be granted only upon a finding of the Board that the following criteria are met:

1. *"The deviation will not be detrimental to the public good or the surrounding properties.*
2. *The location of existing uses, structures or other features on or adjacent to the property create a need for the deviation.*
3. *The deviation sought is the minimum necessary to address the need for the deviation, subsequent subject to exploring all reasonable siting alternatives.*
4. *The location of the proposed communication tower in relation to existing structures, trees and other visual buffers shall minimize to the greatest extent reasonably practical under the circumstances any impacts on affected residentially developed properties or parcels designated as Rural Residential on the land use map.*

5. *The communication tower will be compatible to the greatest extent possible, with the existing contiguous uses or compatible with the general character and aesthetics of the neighborhood or the area, considering the design and height of the communication tower, the mitigating effects of any existing or proposed landscaping, fencing or other structures in the area, the proximity of the communication tower to existing or proposed building or structures and similar factors."*

Citizen's Bill of Rights Meeting:

A Citizen's Bill of Rights (CBR) Meeting was held on July 8, 2013 on the site of the proposed tower (*Attachment #2*). There were four (4) residents present. Managing Member of Florida Telecom, John Ruth, opened the meeting. Gadsden County resident Amy McBride had questions about the health effects of towers on people. Mr. Ruth explained that the tower is just a structure that supports the antennas at the top of the structure which transmit signals. He also explained that it is the FCC that regulates RF emissions from cell towers and that rules require him to defer to health information on the FCC website. The FCC website contains the following brief statement:

> "*Facilities under the jurisdiction of the FCC having a high potential for creating significant RF exposure to humans, such as radio and television broadcast stations, satellite-to-earth stations, experimental radio stations and certain cellular, PCS and paging facilities are required to undergo routine evaluation for compliance whenever an application is submitted for construction or modification of a transmitting facility or renewal of a license*" (*Attachment #11*).

Gadsden County resident Jeanette Peavy asked if there is any noise associated with cell towers. Mr. Ruth explained there is not. Mr. Ruth further explained that if the tower were to fall that it would collapse within itself, and has a fall radius of 50 percent of its height. Thus, there were no residential structures in the Rural Residential District in danger of being fallen upon. He stated that there would only be a white light on during the day and red non-strobing light on at night. Thus, the proposed distance of 1,950' square feet from the nearest residence would not pose a potential nuisance or danger for surrounding residents. As mentioned above the residents of 219 Schwall Road (the nearest residents to the site) and owners of 39 Schwall Road have submitted a letter in support of the tower (*Attachment #12*).

Analysis:

The site is of a twenty (20) acre tract of land owned by Peavy and Son Construction where an office building and storage lot with heavy industrial supplies, tractors, and 4-axle vehicles are stored. The proposed 3,500' square foot leased area is surrounded on four sides by mostly vacant, unoccupied land owned by Peavy and Son Construction with the exception of the storage lot with heavy equipment to the north. A 20-foot access easement is proposed from Schwall Road through the Peavy site leading to the leased area. Also, the proposed tower would be set back 701' feet from US-27 (FL-GA Hwy) and 565' feet from Schwall Road. Thus, an additional curb cut is not required, and the main road will not be impacted by the new development.

The subject property is designated "Industrial" on the County's land use map. The nearest resident in a Rural Residential District to the north is approximately 1,950 feet from the proposed leased tower area, and approximately 1,110' feet to the nearest residence to the east within the AG District. The proposed tower is 220' feet in height. Thus, no residential structures are in jeopardy of being damaged in the event of the tower toppling over. The tower will also be fenced and landscaped with evergreen landscaping *(Attachments #3 and #4)*. The County Engineer has approved a fifty-seven (57) stone driveway. Review comments from the Environmental Compliance Officer have been incorporated into the proposed conditions of approval.

Planning Commission Recommendation/Findings:

The Gadsden County Planning Commission reviewed the request on August 15, 2013. After much discussion the Planning Commission voted to RECOMMEND APPROVAL of SP-2013-05 by a vote (6-4) with the following conditions. Concerns discussed are outlined in the attached minutes and include the number and nature of variances, the distance to the nearest residence, and health concerns *(Attachment #13)*. The recommended conditions of approval are listed in Option #1 below.

Options:

1. Recommend approval of the Florida Telecom Services Preliminary Site Plan (SP-2013-05) to allow a 220' foot Self Supporting Lattice Tower on a 3,500 square foot leased site 3,500 located on the Peavy and Son Construction site at 39 Schwall Road (Parcel I.D. #2-11-3N-2W-0000-00340-0000) as permitted by Subsection 5811(H) of the LDC based on findings in this agenda report and with the following conditions:

    a. Applicant will comply with the conditions of the County Environmental Compliance Review Specialist as follows:

    i. The word "Evergreen" should be removed from sheet L-1 of the Landscape Plan because the proposed "Red Maple" plant material is not an evergreen plant or change the plant material type.

    ii. Remove "Note 2" on Sheet L-1 of the Landscape Plan. Grow bags are permitted as an alternative irrigation method in place of an automated underground irrigation system and is more cost effective.

    iii. Insert close-out requirements on page T-1 of the site plan from Chapter 6, Subsection 6102 (Design Standards), of the Land Development Code under "Scope of Work", "Approvals", or "Construction Notes". Thus, once construction of all required improvements are completed, the applicant shall furnish the County Engineer with "As-Built" plans and profiles which must be prepared by a Licensed Land Surveyor or Engineer.

    b. Deviations granting a waiver from the requirements of Subsection 5805(A).1; Subsection 5805(A).2, Subsection 5805(B).1; and Subsection 5806(A).3 based on the "Analysis and Findings" contained within this report and criteria consistent with Subsection 5811(H) as follows:

i. Deviation to waive requirement that towers not be located within a 0.5 mile radius of the Rural Residential District.

ii. Deviation to waive requirement that towers that are lit at night with red lights be at least 7x's the height of the tower from property lines of parcels of land with a residence.

iii. Deviation to waive requirement that towers be located on publicly owned lands.

iv. Deviation to waive requirement that towers be located on existing towers in the area.

2. Recommend denial of the request for the Florida Telecom Preliminary Site Plan (SP-2013-05) to allow a 220' foot Self Supporting Lattice Tower on a 3,500 square foot area located at 39 Schwall Road at parcel # 2-11-3N-2W-0000-00340-0000 based on findings of fact provided at the public hearing, by testimony and/or Gadsden County Land Development Code (LDC).

3. Board Direction.

Planning Commission & Staff Recommendation:

Option #1

Attachments:

1. Public Hearing Notice w/Location Map and Future Land Use Map
2. Citizen's Bill of Rights Minutes
3. Application
4. Preliminary Conceptual Site Plan
5. Letter from Agent's RF Engineer on Suitability of Site
6. Letter from Agent requesting deviations
7. Gadsden County Owned Lands Map
8. Existing Cell Towers in Gadsden County Map
9. Land Use Map
10. Distance to Proposed Tower Map from Ordinance Required Uses
11. FCC Guidelines
12. Letter of Support from Resident at 219 Schwall Road
13. Planning Commission Minutes, August 15, 2013

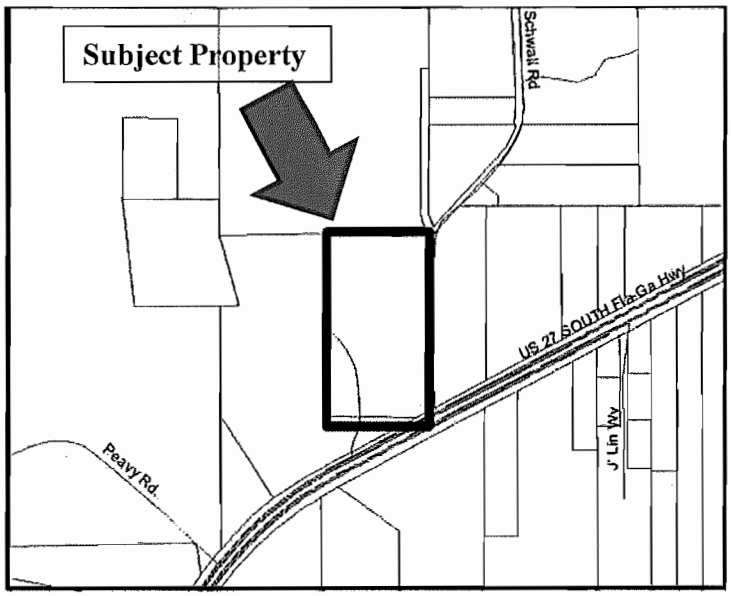
W:\BOCC Agendas & Minutes\2013 Agendas\BOCC 09_17_13\FL Telecom Tower BOCC Agenda Item SP-2013-05 REV.doc

Gadsden County Board of County Commissioners

NOTICE OF INTENT

NOTICE IS HEREBY GIVEN to all concerned that the **Gadsden County Board of County Commissioners** at their regularly scheduled meeting on Tuesday, **October 15, 2013 at 6:00 p.m.** intends to hear the following item:

Public Hearing (Quasi-Judicial) – Florida Telecom Services, L.L.C. (SP-2013-05) – Preliminary Site Plan Approval for PID# 2-11-3N-2W-0000-00340-0000. A Public Hearing to consider approval of a preliminary site plan to allow a 220-foot Self-supporting Lattice Telecommunication Tower at 39 Schwall Road at the Peavy and Son Construction site within the Industrial Land Use District.

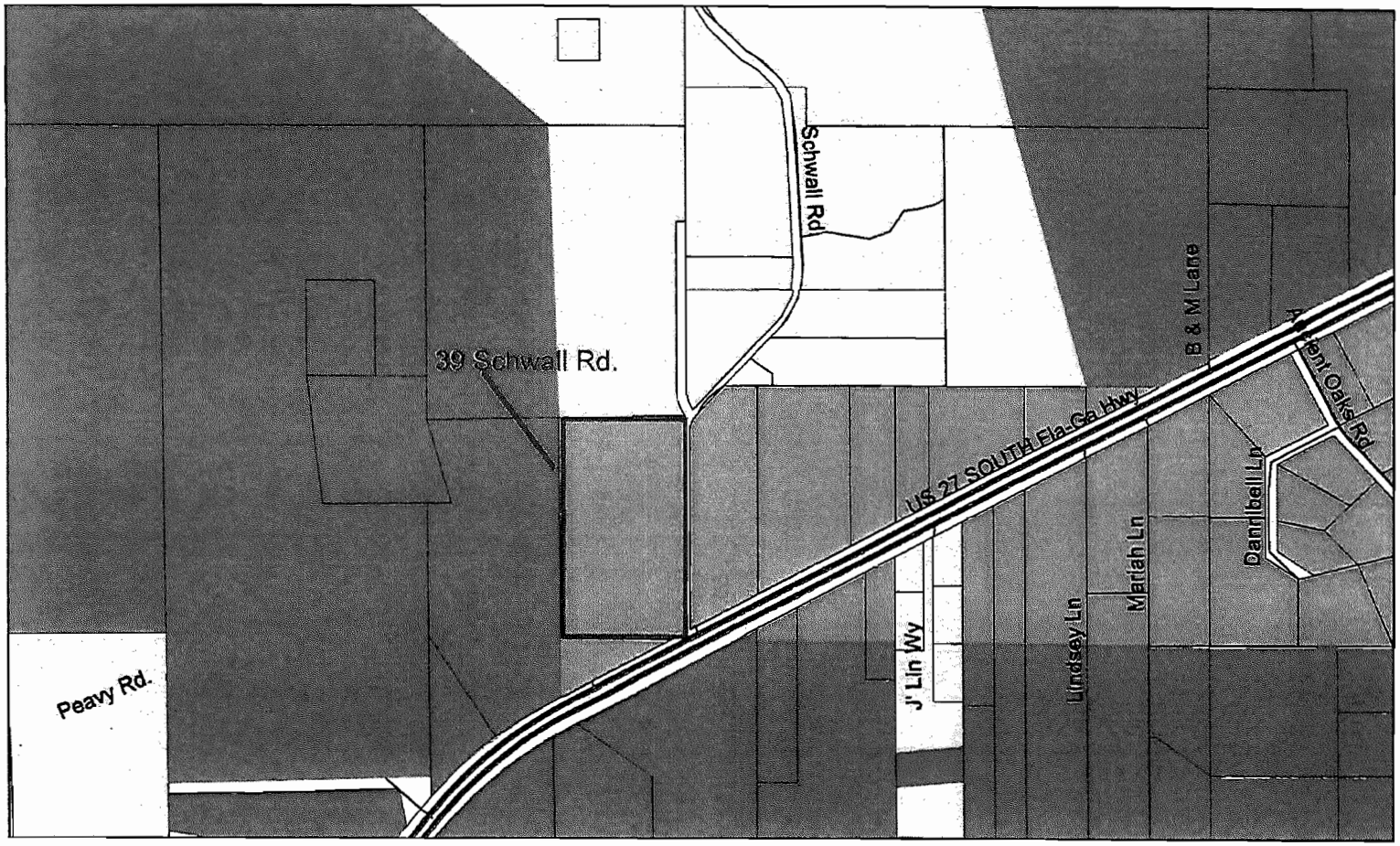


The public hearing will be held in the County Commission chambers located at 7 E. Jefferson Street, Quincy, FL. Persons wishing to review the agenda packet for the above project may review it on the County website at gadsdengov.net, or visit the Planning & Community Development Department at 1B E. Jefferson St., Quincy, FL, or call (850) 875-8663. In accordance with the Americans with Disabilities Acts, persons needing assistance in obtaining any information from the County or attending the public hearing should contact the County by communicating with the Planning and Community

Development Department at (850) 875-8663 at least 48 hours prior to the hearing. If any person wishes to appeal any decision made with respect to this matter at the public hearing, they will need to ensure that a verbatim record of the proceedings is made recording the testimony and evidence presented.

W:\BOCC Ads 2013\BOCC_Ad_09_17_13-Florida Telecom.docx

GADSDEN COUNTY MAP



N

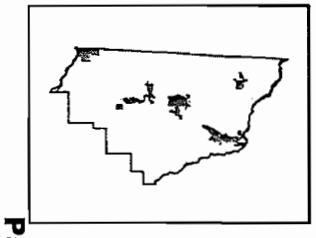
Gadsden County GIS

Legend

FLU_20130129

FUTURE LAND USE

- AGRICULTURAL 1
- AGRICULTURAL 2
- AGRICULTURAL 3
- COMMERCIAL
- CONSERVATION
- HEAVY INDUSTRIAL
- LIGHT INDUSTRIAL
- RURAL RESIDENTIAL
- SILVICULTURE
- URBAN SERVICE AREA
- HISTORICAL
- LAKE TALQUIN
- MINING
- MUNICIPAL
- PUBLIC
- RECREATIONAL



0 0.05 0.1 0.2 0.3 0.4

Miles

The information shown on the mapis from the best available data at the time. Gadsden County assumes no responsibility for any errors or inaccuracies shown on the map.

GADSDEN COUNTY FLORIDA

ATTACHMENT # 1

ATTACHMENT # 2

CITIZENS BILL OF RIGHTS MEETING
PEAVY AND SON CONSTRUCTION 220 FOOT TELECOMMUNICATION TOWER
JULY 8, 2013

John Ruth, Managing Member of Florida Telecom Services, LLC opened the meeting at 6:00 p.m. and introduced the project stating that the evenings Citizen's Bill of Rights meeting was advertised in the Havana Herald on June 28, 2013 and July 4, 2013. Mr. Ruth reminded those in attendance to sign in. Mr. Ruth stated that the purpose of the meeting was to allow public comment on the proposed 220 foot self-support telecommunication tower and how the tower will help with coverage of areas that are currently lacking for voice and data. Mr. Ruth indicated to those in attendance that we would be taking notes of the meeting and providing the information to Gadsden County with the application. Mr. Ruth stated to please let us know comments, concerns, and issues related to the proposed project and that we would try to answer these comments, concerns and issues at the meeting and if we were unable to address them during the meeting that we would get back with them with the answer. Mr. Ruth showed those in attendance the area on the property where the tower is proposed.

Gadsden County resident Amy McBride asked what are the advantages and disadvantages of a tower on the site and wanted to know the health effects of the tower. Mr. Ruth explained how the Federal Aviation Administration ("FAA") and Federal Communications Commission ("FCC") regulate towers. Mr. Ruth continued to explain that based on inconsistencies amongst different agencies the federal government requests all questions be directed to the FAA and FCC in regards to health concerns. Mr. Ruth offered to provide Ms. McBride the appropriate FAA and FCC websites in which she would be able to obtain the information relating to the health effects of towers.

Ms. McBride asked about the minimum kilograms. Mr. Ruth stated that the FCC regulates the amount of power / output that carriers can transmit and that the carriers would be required to adhere to those regulations.

Gadsden County resident Jeannette Peavy asked what noise is associated with the tower and will it cause any interference. Mr. Ruth stated that there is no noise associated with the tower and we are prohibited from causing any interference.

Ms. Peavy asked about whether the tower is leased. Mr. Ruth explained that Florida Telecom Services, LLC ("FTS") entered into a lease with the property owner, FTS will own and construct the tower and enter into subleases with carriers. Ms. Peavy asked what the lease amount is. Mr. Ruth explained that leases are different based on market prices. Ms. Peavy was asked if she is opposed to the site. Ms. Peavy indicated she was not opposed to the site just asking questions.

Ms. Peavy asked if the tower was inspected. Mr. Ruth explained that the carriers do an inspection once a month and that FTS performs an extensive inspection of the tower every two years.

Ms. Peavy asked that once the tower was constructed will she have better coverage. Mr. Ruth explained that in order for her to have better coverage the service carrier she uses would have to be installed on the tower. FTS has amended the plans to provide a 70ft x 50ft lease space to ensure carriers that want to provide service to the residents and businesses have the ability to collocate on the tower and have the necessary ground space for their equipment.

Ms. McBride asked if there would be signs saying not to use cell phones within certain areas. Mr. Ruth indicated that he has not seen the sign Ms. McBride was talking about therefore the sign would not be on the property.

Gadsden County staff Willie Brown asked if the tower would have white lights at night. Mr. Ruth clarified that the white light would be on during the day and there would be a red light on at night as required by the FAA and FCC.

Mr. Brown asked FTS to explain the requested deviations to those in attendance. Roberta Moore, Planning Consultant with FTS explained there were two deviations that would be requested. The first deviation pertains to regulation stating that telecommunication towers cannot be located within a half mile of property with a land use designation of Rural Residential and the second deviation dealt with the setback to the northern property line and how the code requires the tower be setback seven times the height if it is proposed to be lit.

Mr. Brown asked those in attendance if they had any objections to any of the deviations. Ms. Peavy discussed the distance of the tower to the property owner to the north. Ms. Moore indicated that there has been communication with the property owner to the north and they have provided a letter of no objection.

Gadsden County resident David Parrish asked why the particular parcel was chosen. Mr. Ruth explained that an analysis was conducted on adjacent parcels that the Peavy and Son Construction parcel met the needs of the carriers based on coverage requirements and the parcel was an industrial property.

Mr. Brown asked if the tower fell where it would fall. Mr. Ruth explained how if the tower were to fail how it would fall.

The meeting concluded at 8:00 p.m.

ATTACHMENT # 2

CITIZENS BILL OF RIGHTS MEETING

PROPOSED TELECOMMUNICATION TOWER AT 39 SCHWALL ROAD

SIGN-IN SHEET

July 8, 2013

NAME	ADDRESS	TELEPHONE NUMBER	E-MAIL ADDRESS
David Ramsey	734 Schwall Rd	Haven't. —	
Willie Brown	Gadsden County BOCC	(850) 875-8663	
Marilyn Dickens	886 Schwall Rd	539-5813	
Amy McBride	737 & 917 Schwall Rd	539-9771	
JEANNETTE PEAVY	308 SCHWALL Rd	539-6192	

ATTACHMENT # 3

COUNTY STAFF DATA ONLY

Date Received:
Project No. SP-200 -
____ Type I Review _____ Type II Review

GADSDEN COUNTY DEPARTMENT OF PLANNING & COMMUNITY DEVELOPMENT (P&CD)
PLANNING DIVISION

1-B East Jefferson Street, Post Office Box 1799, Quincy, FL 32353-1799
Phone: (850) 875-8663 Fax: (850) 875-7280
E-mail: planning@gadsdencountyfl.gov **Web site:** www.gadsdencountyfl.gov

APPLICATION FOR CONCEPTUAL/PRELIMINARY SITE PLAN REVIEW
(Type I and Type II Site Plans)

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY

IMPORTANT:

THERE MAY BE DEED RESTRICTIONS AFFECTING DEVELOPMENT OF THE PROPERTY. ANY SITE PLAN REVIEW AND APPROVAL DOES NOT SUPERCEDE ANY DEED RESTRICTIONS OR COVENANTS, OR ANY NEIGHBORHOOD BYLAWS, RULES OR REGULATIONS. BEFORE CONTINUING WITH THIS OR ANY OTHER DEVELOPMENT

APPLYING FOR SITE PLAN OR SUBDIVISION APPROVAL DOES NOT MEAN THAT YOUR APPLICATION WILL BE APPROVED! DO NOT PURCHASE THE PROPERTY OR CONSTRUCTION MATERIALS OR ENTER INTO A DEVELOPMENT CONTRACT BEFORE OBTAINING APPROVAL OF THE FINAL SITE PLAN AND ISSUED A DEVELOPMENT ORDER BY THE PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT (P&CD).

This Conceptual/Preliminary Site Plan Application must be completed and returned to the Gadsden County P&CD along with all required documents. A Citizen's Bill of Rights meeting is required. The application will be reviewed by staff and if required (Type II or Class II, Special Exception) forwarded to the Gadsden County Planning Commission for public hearing and recommendation to the Board of County Commissioners. The Board of County Commissioners will then hold a public hearing and render a final decision. Type I review is reviewed and a decision rendered by P&CD.

Type 1 _____ **Type II** __X____ **Special Exception** _____

____ Conceptual _____ Preliminary _____ Conceptual/Preliminary (concurrent)

NAME OF SITE PLAN: Peavy and Son Construction 220 ft Telecommunication Tower

1. APPLICANT NAME (Print): Florida Telecom Services, LLC
   CONTACT PERSON (If Corporation): John L. Ruth
   ADDRESS: 1960 Timberline Road
   CITY: Weston STATE: Florida ZIP: 33327

TELEPHONE: (561) 213-7665 FAX: ( )
E-MAIL ADDRESS: johnlruth@gmail.com

2. OWNER OF PROPERTY (Print): Peavy and Son Construction Co.
ADDRESS: 39 Schwall Road, P.O. Box 2369
CITY: Havana STATE: Florida ZIP: 32333
TELEPHONE: (850) 539-5019 FAX: ( )
E-MAIL ADDRESS:

For a Type II plan, if the Applicant or Owner cannot attend the Planning Commission and/or County Commission meetings, please list the name of a representative or agent who will make the presentation, answer questions, or make decisions for the Applicant or Owner.

3. REPRESENTATIVE/AGENT NAME: Roberta Moore
ADDRESS: 12011 Classic Drive
CITY: Coral Springs STATE: Florida ZIP: 33071
TELEPHONE: (954) 495-1565 FAX: ( )
E-MAIL ADDRESS: rmooregolfer@gmail.com

4. Legal Description of the specific property covered by this application (If lengthy, please attach extra sheets):
TWP: 3N RNG: 2W SEC: 11 SUBD:
BLK: PARCEL/LOT (if applicable):

Parcel Identification Number 2-11-3N-2W-0000-00340-0000

5. Size of area covered by application (acreage must agree w/legal and survey): 3,500 square feet

6. Location of Property: 39 Schwall Road, Havana, Florida 32333

7. Future Land Use Designation: Heavy Industrial Existing Use: Light Manufacturing

8. Type of Proposed Development: 220 foot self-support telecommunication tower, fenced enclosure and associated compound area
Number of Structures proposed:
Proposed Use of Structures:
Proposed Square Footage of each use:
Total acreage of open space:
Density:

9. Variances existing or applied for on subject property: N/A
Date Approved:

10. Is the project proposed as a Special Exception use? Yes X No

11. All conceptual/preliminary site plans shall address at a minimum the Code required standards per Subsections 5207 and 5208, Gadsden County Land Development Code.

12. The following items are needed to complete this application for review (also see County Land Development Code Chapter 5, Subsections 5207 and 5208 and Chapter 7, Subsection 7102 (Level I) or Subsection 7103 (Level II)):

    a. X Two copies of this application.

    b. X 15 Folded Preliminary Site Plan 24" x 36" prints showing vicinity map, survey with legal description(s), and phasing, 2 of which are signed and sealed (copies must include the signature and seal), plus one copy of the proposed preliminary plans on an 11" x 17" sheet per the minimum requirements of Subsection 5208 and other applicable development standards. Plans created electronically must be accompanied by a .pdf via E-mail or disc.

    c. X Class I Conceptual/Preliminary Site Plan review fee of $400.00; Class II Conceptual/Preliminary Site Plan review fee of $625. Please submit fee in CASH, CHECK or MONEY ORDER drawn to the order of the Gadsden County Board of County Commissioners (BOCC). If a variance is requested, a variance application must be filed with $750.00 review fee.

    e. X Indication of FEMA Flood Zones/special flood hazard areas on plans.

    f. X Affidavit of Ownership, if applicable.

    g. N/A Two (2) copies of an Environmental Impact Assessment per County Land Development Code Section 5400, with 2 copies of a Certified Tree Survey as required per Subsection 5404.B.3 for protected trees (Trees greater than 20" diameter) must be shown on preliminary plats or on site plans.

    h. X The completed Concurrency Review Application (if plan is unchanged from conceptual review resubmit the application) including review and approval by utility providers and **traffic analysis**.

    i. N/A Certificate or approvals from outside (non-county) agencies and previously approved site plans (i.e. FDEP, FDOT, NWFWMD, etc. permit applications).

    j. X Citizen Growth Management & Planning Bill of Rights (Ordinance #2010-05) – Demonstrate compliance including copy of citizen participation plan, mailing list .50 mile, mail and newspaper notification 3 papers, written verification of public workshop, written summary of identified issues and outcomes, etc. (Does not apply to Minor Subdivision or Class I Site Plan reviews).

✓ I AM THE OWNER,

_____ I AM THE LEGAL REPRESENTATIVE OF THE OWNER (Attach Affidavit of Ownership) of the property described which is the subject matter of this application. Under penalties of perjury, I declare that I have read said application and all sketches and data and matter attached to and made a part of said application are honest and true to the best of my knowledge and belief. I understand that by signing this document, I am giving the County or agent thereof the authority to duplicate, disseminate, and reproduce any and all items submitted as part of this request, whether copyrighted or not.

M. D. Peavy III — SIGNATURE OF APPLICANT

7/11/13 — DATE

SWORN TO AND SUBSCRIBED BEFORE ME THIS 11th day of July, 20 13 By M. D. PEAVY III (Applicant)

who is personally known to me or produced I.D. and did take an oath.

ENSWORTH V. BLYDEN
Commission # EE 189127
Expires April 15, 2016

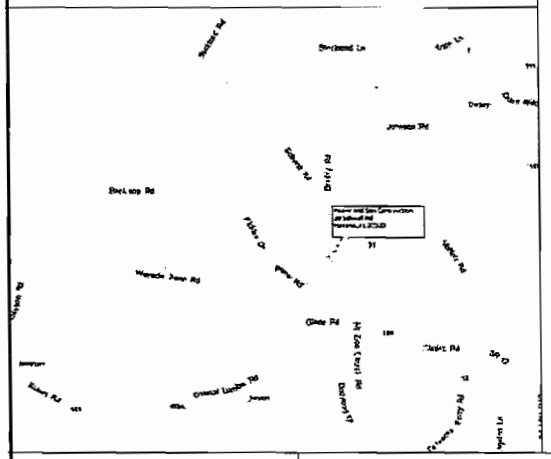
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 4/15/16

DRIVING DIRECTIONS

FROM:

VICINITY MAP



RECEIVED
JUL 15 2013
PLANNING & ZONING

Florida Telecom Services, LLC

PEAVY AND SON CONSTRUCTION

39 SCHWALL ROAD
HAVANA, FL 32333

PROPOSED INSTALLATION OF NEW 220' TELECOMMUNICATION TOWER AND FENCED ENCLOSURE

CONSULTING TEAM

PROPERTY OWNER:
PEAVY AND SON CONSTRUCTION
CONTACT: TBD
TEL: TBD

TOWER OWNER:
FLORIDA TELECOM SERVICES, LLC
1960 TIMBERLINE ROAD
WESTON, FL 33327
CONTACT: JOHN RUTH
TEL: (561) 213-7665

ZONING/INSPECTIONS DEPARTMENT:
TBD
CONTACT: TBD

POWER COMPANY:
COMPANY NAME: TBD
CONTACT: TBD
TEL: TBD

TELEPHONE COMPANY:
COMPANY NAME: TBD
CONTACT: TBD
TEL: TBD

PROJECT SUMMARY

SITE NAME:
PEAVY AND SON CONSTRUCTION

SITE ADDRESS:
39 SCHWALL ROAD

APPLICANT BUILDING INFO:
FLORIDA TELECOM SERVICES, LLC
1960 TIMBERLINE ROAD
WESTON, FL 33327
CONTACT: JOHN RUTH
TEL: (561) 213-7665

PROJECT DESCRIPTION:
AN UNMANNED RADIO TELECOMMUNICATIONS FACILITY

ADA COMPLIANCE:
FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION

PROJECT DATA:

ZONING	: INDUSTRIAL
TAX I.D. NUMBER	: 2-11-3N-2W-0000-00340-000
TYPE OF CONSTRUCTION	: RAWLAND
TYPE OF OCCUPANCY	: UNMANNED FACILITY
STANDARD BUILDING CODE	: FLORIDA (2013)
LEASE AREA	: 2,500 SQ FT
FLOOD ZONE	: X

GEOGRAPHIC COORDINATES:
LATITUDE: 30° 40' 8.497" N
LONGITUDE: -84° 24' 24.896" W
GROUND ELEVATION: 256.76'± AMSL

APPROVALS

PROPERTY OWNER _____

FLORIDA TELECOM _____

SCOPE OF WORK

INSTALLATION OF NEW TELECOMMUNICATION TOWER WITHIN NEW FENCED ENCLOSURE AND CONNECTIONS TO POWER & TELCO.

CONSTRUCTION NOTES

1. ALL NEW BUILDINGS AND STRUCTURES HAVE BEEN DESIGNED IN ACCORDANCE WITH THE 2012 EDITION OF THE FLORIDA BUILDING CODE, WITH 2006 AMENDMENTS, FOR DESIGN PRESSURES GENERATED BY NOMINAL DESIGN 3-SECOND GUST WIND VELOCITY OF 140 MPH.
2. CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.
3. CONTRACTOR SHALL NOTIFY OWNER FOR ACCESS TO SITE.

INDEX OF DRAWINGS

SHT. NO.	DESCRIPTION	REV. NO.
T1	TITLE SHEET	1
C1	OVERALL SITE PLAN	2
C2	COMPOUND PLAN	1
C3	TYPICAL ELEVATION	2
L1	LANDSCAPE PLAN	1

Florida Telecom Services, LLC
1960 TIMBERLINE RD
WESTON, FL 33327

MDP Engineering Inc.
CA#8915
mariodipietro@bellsouth.net
9531 Toledo Place
Boca Raton, FL 33434
561-243-4595

LICENSED COUNTY
CONCEPTUAL / PRELIMINARY SITE PLAN APPROVAL
FIELD PLAN AND SUM 159 FT TELECOMMUNICATION TOWER
SITE PLAN FILE NO. _____
FILE # 2-11-3N-2W-0000-00340-0000
DATE _____
PLANNING & DEVELOPMENT DIVISION DIRECTOR

PROJECT NO.:

REV	DATE	DESCRIPTION
2	7/12/13	FOR ZONING
1	5/23/13	FOR REVIEW
0	3/2/13	FOR REVIEW

DRAWN BY: TY

CHECKED BY: JOHN L. RUTH

PROFESSIONAL ENGINEER

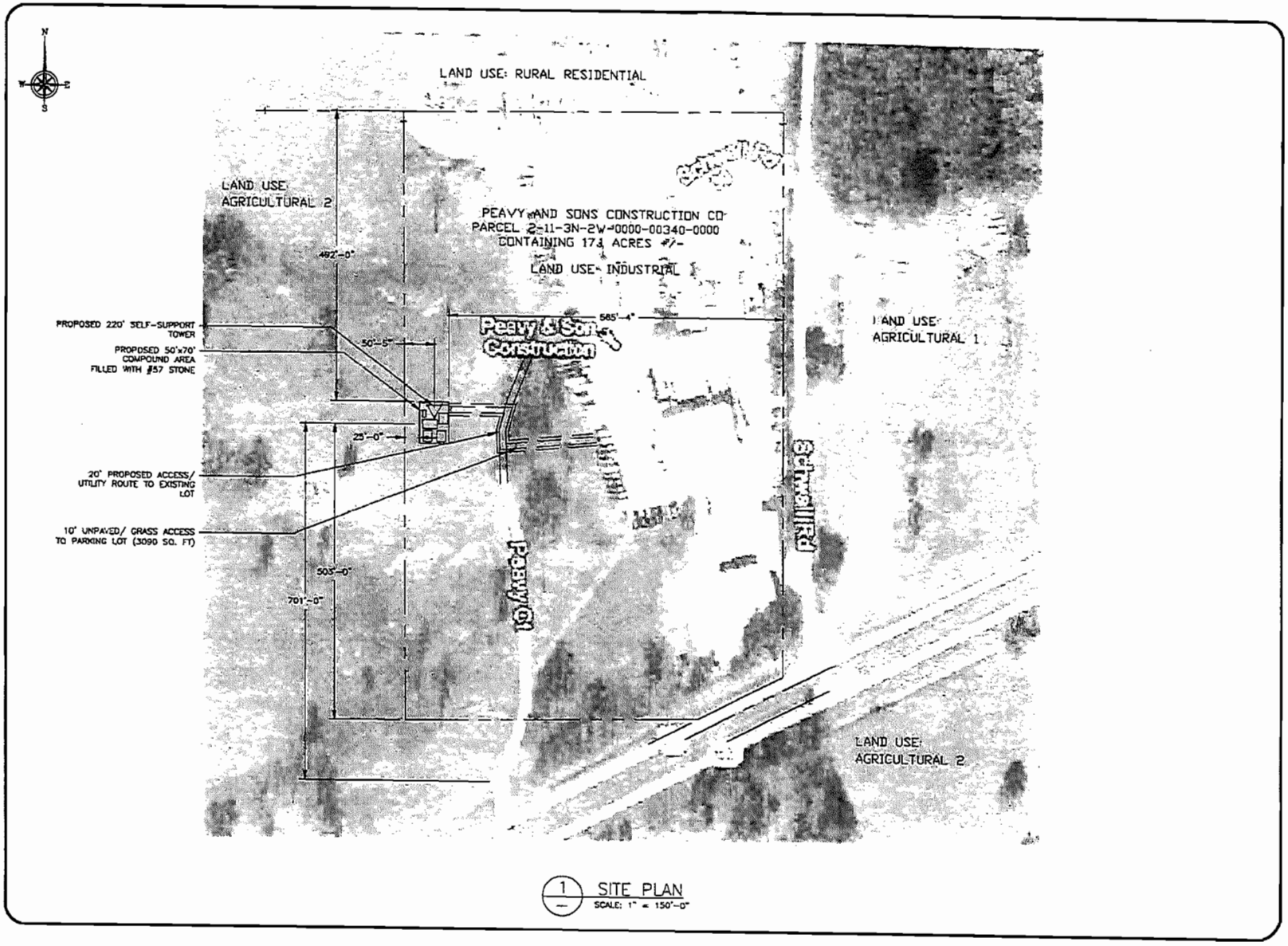
SIGNATURE (NOT VALID WITHOUT SIGNATURE & RAISED SEAL)
DATE: 7/15/13
NAME: MARIO DIPIETRO
STATE: FLORIDA
LICENSE No.: 32363
EXP. DATE: _____

PEAVY AND SON CONSTRUCTION
39 SCHWALL ROAD
HAVANA, FL 32333

SHEET NAME
TITLE SHEET

SHEET NUMBER
T1

ATTACHMENT # 4



1 SITE PLAN
SCALE: 1" = 150'-0"

Florida Telecom Services, LLC
1990 THOROUGHBRED RD
WESTON, FL 33327

MDP Engineering Inc.
CA#9918
mario@dpengineering.net
3531 Tamiami Pkwy.
Bonita Springs, FL 33934
941-343-4089

GADSDEN COUNTY
CONCEPTUAL/ PRELIMINARY SITE PLAN APPROVAL
(FOLD, PUNT AND SON 330 FT TELECOM-MUNICIPAL TOWER)
SITE PLAN FILE NO.
TAX ID # 2-11-3N-2W-0000-00340-0000
PLANNING & COMMUNITY DEVELOPMENT DIRECTOR
DATE

PROJECT NO.:

REV	DATE	DESCRIPTION
2	7/12/13	FOR ZONING
1	5/27/13	FOR REVIEW
0	5/2/13	FOR REVIEW

DRAWN BY: TY
CHECKED BY: JOHN L. RUTH

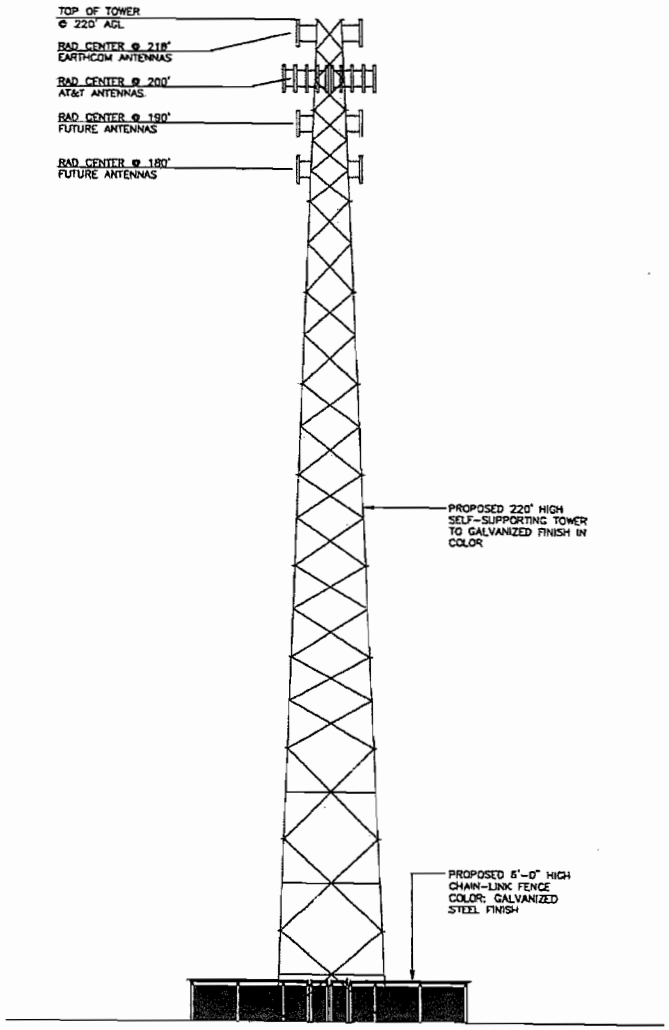
PROFESSIONAL ENGINEER
SIGNATURE (NOT VALID WITHOUT SIGNATURE & RAISED SEAL)
DATE: 7/12/13
NAME: MARIO DIPIETRO
STATE: FLORIDA
LICENSE No.: 32563
CP SEED

PEAVY AND SON CONSTRUCTION
38 SCHWALL ROAD
HAVANA, FL 32333

SHEET NAME
OVERALL SITE PLAN

SHEET NUMBER
C1

ATTACHMENT # 4



1 TYPICAL ELEVATION
SCALE: N.T.S.

NOTE:

1. THIS DRAWING IS INTENDED TO DEPICT THE GENERAL LOCATION AND HEIGHT OF THE PROPOSED TOWER AND ASSOCIATED EQUIPMENT. CONSTRUCTION SHALL NOT PROCEED UNTIL A STRUCTURAL ANALYSIS REPORT HAS BEEN COMPLETED BY A PROFESSIONAL ENGINEER REGISTERED IN THIS STATE, CONCLUDING THAT THE PROPOSED TOWER IS STRUCTURALLY ADEQUATE TO RESIST THE FUTURE AND PROPOSED LOADING.

2. "HIGH VOLTAGE - DANGER" SIGNS AND "NO TRESPASSING" SIGNS SHALL BE PERMANENTLY ATTACHED TO FENCE. THE LETTERS OF THE SIGN SHALL BE AT LEAST SIX INCHES IN HEIGHT & INSTALLED AT LEAST FIVE FEET ABOVE THE FINISHED GRADE OF THE FENCE.

Florida Telecom Services, LLC

MDP Engineering Inc.

CAUTION!
CONCEPTUAL/ PRELIMINARY SITE PLAN APPROVAL
(FIELD POINT AND SON 220 FT MONOPOLE/CONSTRUCTION TOWER)
SITE PLAN FILE NO.
TAG O F
PLANNING & COMMUNITY DEVELOPMENT DIRECTOR
DATE

PROJECT NO.:

REV	DATE	DESCRIPTION
2	7/12/13	FOR ZONING
1	5/27/13	FOR REVIEW
0	3/2/13	FOR REVIEW

DRAWN BY: TY

CHECKED BY: JOHN L. RUTH

PROFESSIONAL ENGINEER

SIGNATURE: (NOT VALID WITHOUT SIGNATURE AND RAISED SEAL)
DATE: 7/12/13
NAME: MARIO DIPIETRO
STATE: FLORIDA
LICENSE NO.: 32563
EXP. DATE:

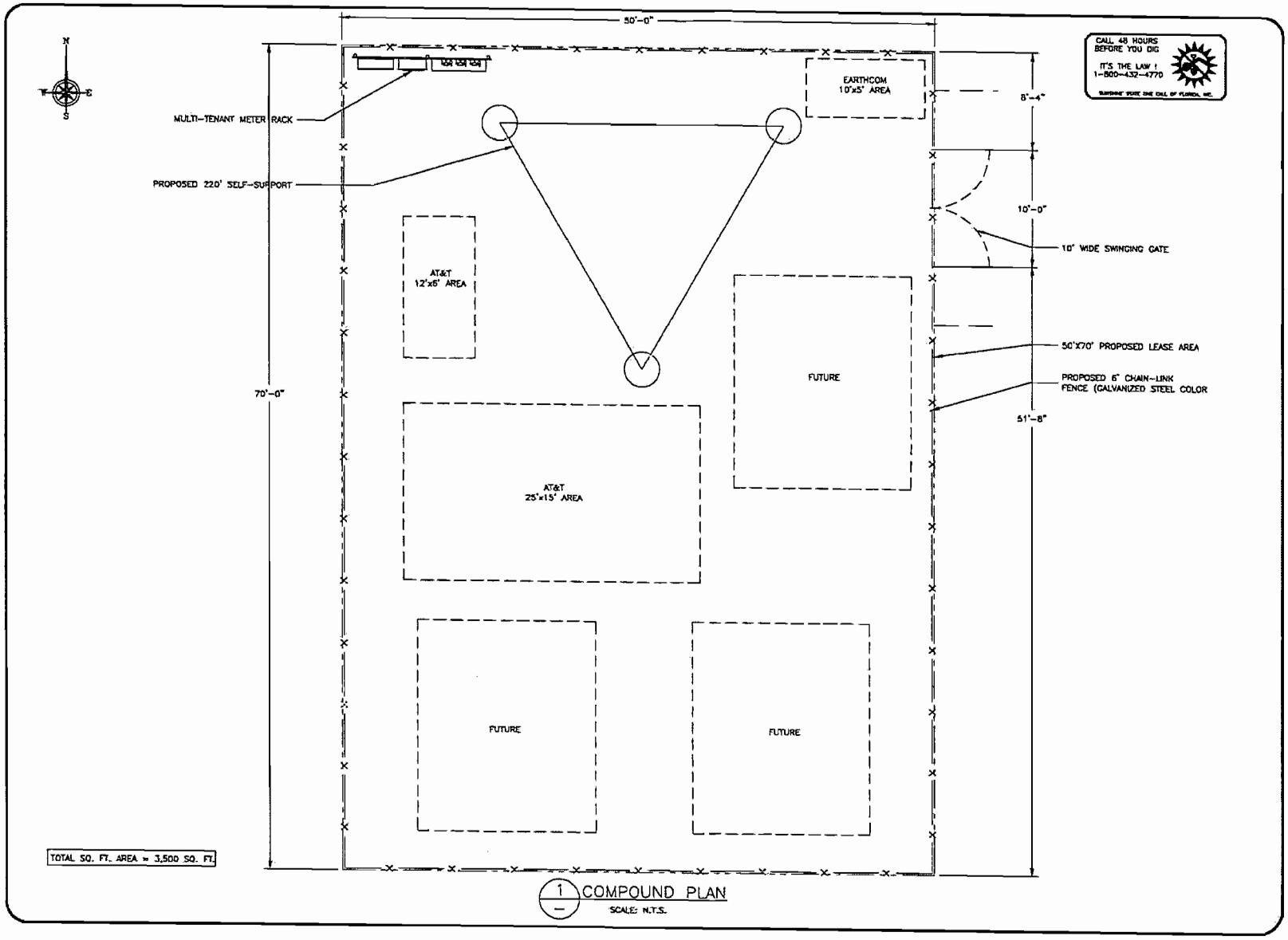
PEAVY AND SON CONSTRUCTION

38 SCHWALL ROAD
HAVANA, FL 32333

SHEET NAME
TYPICAL ELEVATION

SHEET NUMBER
C3

ATTACHMENT # 4



1 COMPOUND PLAN
SCALE: N.T.S.

Florida Telecom Services, LLC

1980 TIMBERLINE RD
WESTON, FL 33327

MDP Engineering Inc.

CA8918

2531 Trivola Place
Boca Raton, FL 33434
561-243-1595

CADDEN COUNTY
CONCEPTUAL / PRELIMINARY SITE PLAN APPROVAL
(PUBL. PLAN AND SON 220 FT TELECOMMUNICATION TOWER)
SITE PLAN FILE NO.
TAX ID # 2-11-36-2W-0000-00160-0000
PLANNING & COMMUNITY DEVELOPMENT DIRECTOR
DATE

PROJECT NO.:

REV	DATE	DESCRIPTION
2	7/12/13	FOR ZONING
1	5/27/13	FOR REVIEW
0	5/2/13	FOR REVIEW

DRAWN BY: TY

CHECKED BY: JOHN L. RUTH

PROFESSIONAL ENGINEER

SIGNATURE:
(VALID WITHOUT SIGNATURE & RAISED SEAL)
DATE: 7/12/13
NAME: MARIO DIPIETRO
STATE: FLORIDA
LICENSE NO.: 32563
EXP. DATE:

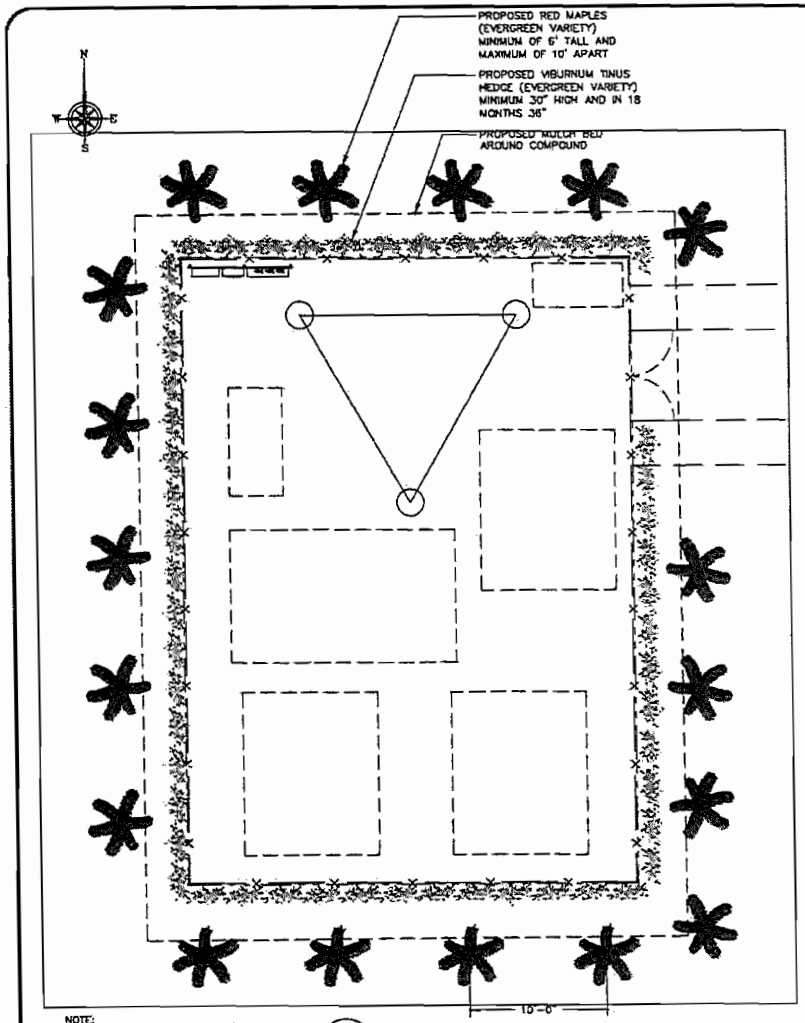
PEAVY AND SON CONSTRUCTION

39 SCHWALL ROAD
HAVANA, FL 32333

SHEET NAME
COMPOUND PLAN

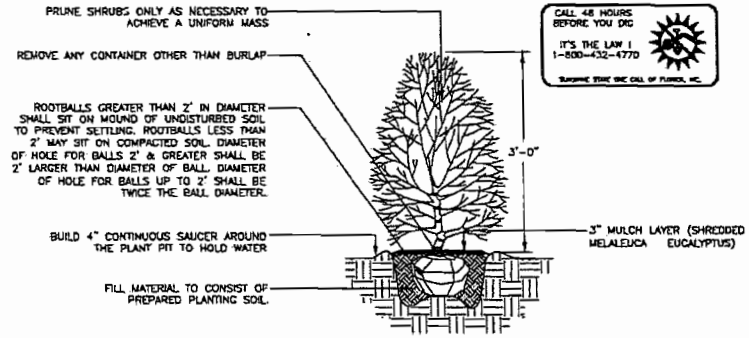
SHEET NUMBER
C2

ATTACHMENT # 4



NOTE:
1. ALL LANDSCAPING SHOULD BE EITHER XERISCAPE TOLERANT OR IRRIGATED.
2. ALL PLANTS TO BE PLACED IN 15 GALLON GROW BAGS.

1 LANDSCAPE PLAN
SCALE: N.T.S.



2 SHRUB PLANTING
NTS

LANDSCAPE NOTES:

1. ALL PLANT MATERIAL SHALL BE FLORIDA GRADE #1 OR BETTER AND ALL PLANTING SHALL BE DONE USING PROPER HORTICULTURAL PRACTICES.
2. ALL LANDSCAPE AREAS SHALL BE IRRIGATED BY AUTOMATIC, UNDERGROUND SYSTEM WITH 100% COVERAGE AND 50% OVERLAP.
3. NO SUBSTITUTIONS CAN BE MADE WITHOUT GADSDEN COUNTY APPROVAL.
4. ALL NYLON STRAPS OR WOOD BRACING SHALL BE REMOVED WITHIN ONE YEAR AFTER FINAL INSPECTION.
5. ALL TRIMMING SHALL BE DONE TO GADSDEN COUNTY CODE REQUIREMENTS.
6. MULCHING: ALL EXPOSED SOIL AREAS IN PLANTING BEDS, INCLUDING HEDGE ROWS, SHALL BE KEPT WEED FREE AND MULCHED TO A MINIMUM TWO (2) INCH DEPTH, EXCEPT THAT NO MULCH SHALL BE REQUIRED IN ANNUAL BEDS. THE TYPE OF MULCH SHALL BE SHREDDED AND COMPOSTED MELALEUCA OR EUCALYPTUS TREE, GRADE 'B'. AT A MINIMUM, PROVIDE AN 18-INCH RING OF MULCH AROUND TREE TRUNKS LOCATED IN GRASS AREAS. (ARSENIC FREE)
7. APPLY FERTILIZER TO GROUND LEVEL PLANTINGS ACCORDING TO THE FOLLOWING RATES:

SOD	8-8-8 AT 5 LBS/1000 SF
ANNUALS AND GROUND COVER	OSMOCOTE - SIERRA BLEND 14-14-14 PER MFR REC.
SHRUBS, TREES, PALMS	AGRIFORM 20-10-5 TABLETS, 3/SHRUB, 10/TREE-PALM
SOIL	50% SAND, 50% MUCK

8. ALL LANDSCAPE MATERIAL SHALL HAVE ONE YEAR WARRANTY FROM FLORIDA TELECOM SERVICES, LLC.

NOTE: LANDSCAPING WILL BE XERISCAPE TOLERANT OR IRRIGATED AND PROPERLY MAINTAINED TO ENSURE GOOD HEALTH AND VIABILITY.

NEW PLANT LIST

LEGEND	SCIENTIFIC NAME	COMMON NAME	PLANTING SIZE HT.	SPACING	COUNT	NOTES
1	LAURUSTINUS	VIBURNUM TINUS	18 INCHES	30" O.C.	65	HEIGHT SHALL BE 36" WITHIN 18 MONTHS
2	ACER RUBRUM	RED MAPLE	6 FEET	10' O.C.	15	1 1/2" CAL

Florida Telecom Services, LLC
7940 TIMBERLINE RD
WESTON, FL 33327

MDP Engineering Inc.
CA#9918
8531 Travis Place
South Miami, FL 33143
561-243-4893

GADSDEN COUNTY
CONDITIONAL / PRELIMINARY SITE PLAN APPROVAL
(TOWER HEIGHT AND NON 330 FT TELECOMMUNICATION TOWER)
SITE PLAN FILE NO.
FILE ID # 2-211-3616-0000-0000-0000
PLANNING & COMMUNITY DEVELOPMENT DIRECTOR
DATE

PROJECT NO.:		
2	7/12/13	FOR ZONING
1	5/27/13	FOR REVIEW
0	5/2/13	FOR REVIEW
REV	DATE	DESCRIPTION

DRAWN BY: TY

CHECKED BY: JOHN L. RUTH

PROFESSIONAL ENGINEER

SIGNATURE
(MUST HAVE WRITTEN SIGNATURE & RAISED SEAL)
DATE: 7/12/13
NAME: MARIO DIPIETRO
STATE: FLORIDA
LICENSE No.: 32563
CP DATE:

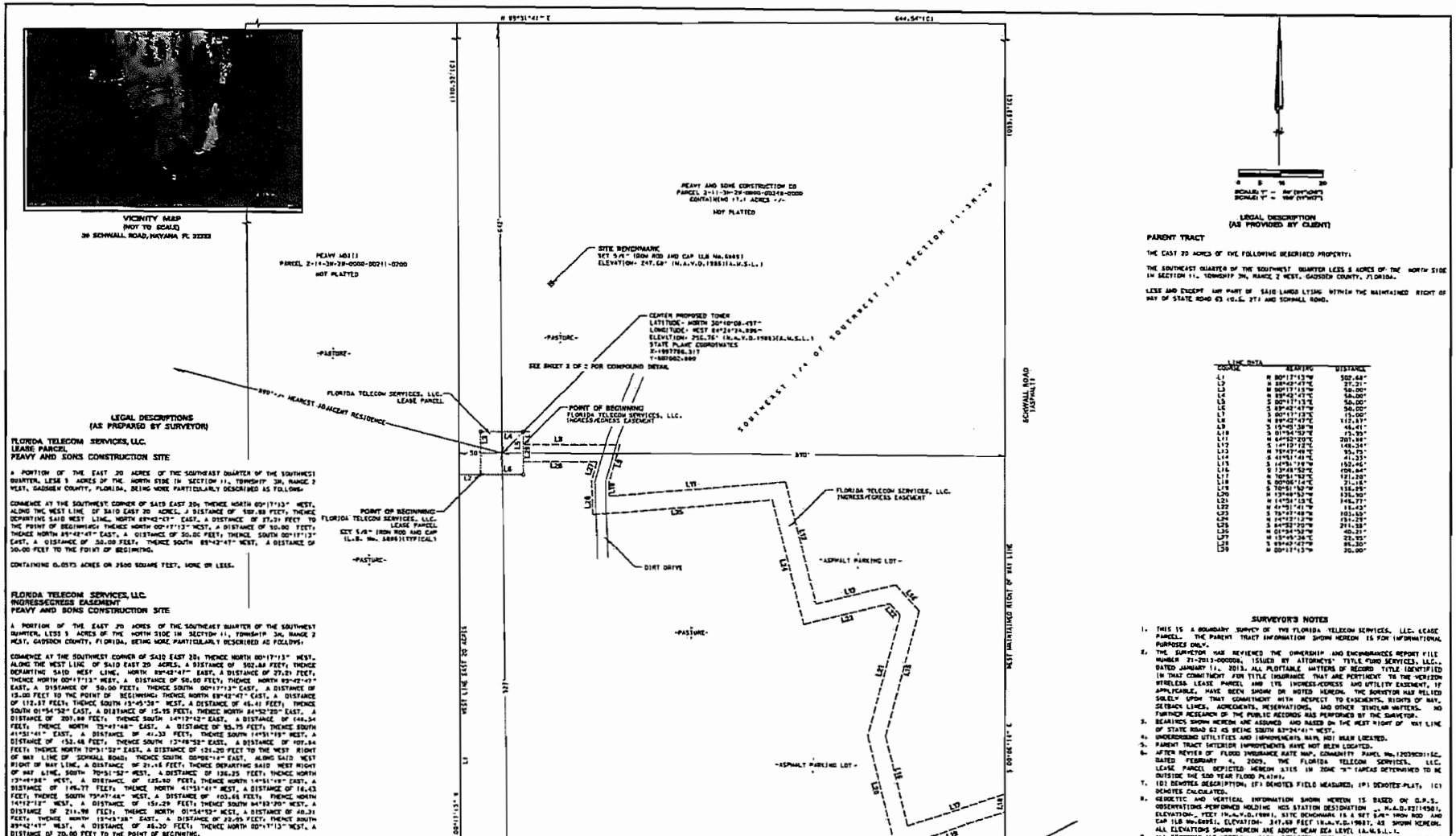
PEAVY AND SON CONSTRUCTION
39 SCHNALL ROAD
HAVANA, FL 32333

SHEET NAME
LANDSCAPE PLAN

SHEET NUMBER
L1

ATTACHMENT # 4

VICINITY MAP
(NOT TO SCALE)
30 SCHWALL ROAD, MAYANA FL 32333



LEGAL DESCRIPTIONS
(AS PREPARED BY SURVEYOR)

FLORIDA TELECOM SERVICES, LLC.
LEASE PARCEL
PEAVY AND SONS CONSTRUCTION SITE

A PORTION OF THE EAST 20 ACRES OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, LESS 5 ACRES OF THE NORTH SIDE IN SECTION 11, TOWNSHIP 3N, RANGE 2 WEST, GADSDEN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID EAST 20; THENCE NORTH 00°17'13" WEST, ALONG THE WEST LINE OF SAID EAST 20 ACRES, A DISTANCE OF 502.88 FEET; THENCE DEPARTING SAID WEST LINE, NORTH 89°42'47" EAST, A DISTANCE OF 27.21 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°17'13" WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH 89°42'47" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 00°17'13" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 89°42'47" WEST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.0573 ACRES OR 2500 SQUARE FEET, MORE OR LESS.

FLORIDA TELECOM SERVICES, LLC.
INGRESS/EGRESS EASEMENT
PEAVY AND SONS CONSTRUCTION SITE

A PORTION OF THE EAST 20 ACRES OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, LESS 5 ACRES OF THE NORTH SIDE IN SECTION 11, TOWNSHIP 3N, RANGE 2 WEST, GADSDEN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID EAST 20; THENCE NORTH 00°17'13" WEST, ALONG THE WEST LINE OF SAID EAST 20 ACRES, A DISTANCE OF 502.88 FEET; THENCE DEPARTING SAID WEST LINE, NORTH 89°42'47" EAST, A DISTANCE OF 27.21 FEET; THENCE NORTH 00°17'13" WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH 89°42'47" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 00°17'13" EAST, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°42'47" EAST, A DISTANCE OF 172.37 FEET; THENCE SOUTH 15°45'38" WEST, A DISTANCE OF 45.41 FEET; THENCE SOUTH 01°54'52" EAST, A DISTANCE OF 15.95 FEET; THENCE NORTH 84°52'20" EAST, A DISTANCE OF 207.88 FEET; THENCE SOUTH 14°12'12" EAST, A DISTANCE OF 148.34 FEET; THENCE NORTH 75°47'48" EAST, A DISTANCE OF 93.75 FEET; THENCE SOUTH 41°51'41" EAST, A DISTANCE OF 41.33 FEET; THENCE SOUTH 14°51'19" WEST, A DISTANCE OF 152.46 FEET; THENCE SOUTH 13°48'52" EAST, A DISTANCE OF 107.84 FEET; THENCE NORTH 70°51'52" EAST, A DISTANCE OF 121.20 FEET TO THE WEST RIGHT OF WAY LINE OF SCHWALL ROAD; THENCE SOUTH 00°08'14" EAST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 21.16 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, SOUTH 70°51'52" WEST, A DISTANCE OF 136.25 FEET; THENCE NORTH 13°48'08" WEST, A DISTANCE OF 125.90 FEET; THENCE NORTH 14°51'19" EAST, A DISTANCE OF 146.77 FEET; THENCE NORTH 41°51'41" WEST, A DISTANCE OF 16.43 FEET; THENCE SOUTH 75°47'48" WEST, A DISTANCE OF 103.66 FEET; THENCE NORTH 14°12'12" WEST, A DISTANCE OF 151.29 FEET; THENCE SOUTH 84°52'20" WEST, A DISTANCE OF 211.98 FEET; THENCE NORTH 01°54'52" WEST, A DISTANCE OF 40.31 FEET; THENCE NORTH 15°45'38" EAST, A DISTANCE OF 22.65 FEET; THENCE SOUTH 89°42'47" WEST, A DISTANCE OF 86.20 FEET; THENCE NORTH 00°17'13" WEST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.4931 ACRES OR 21047 SQUARE FEET, MORE OR LESS.

LEGAL DESCRIPTION
(AS PROVIDED BY CLIENT)

PARENT TRACT

THE EAST 20 ACRES OF THE FOLLOWING DESCRIBED PROPERTY:

THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER LESS 5 ACRES OF THE NORTH SIDE IN SECTION 11, TOWNSHIP 3N, RANGE 2 WEST, GADSDEN COUNTY, FLORIDA.

LESS AND EXCEPT ANY PART OF SAID LANDS LYING WITHIN THE MAINTAINED RIGHT OF WAY OF STATE ROAD 63 (U.S. 27) AND SCHWALL ROAD.

LINE DATA

COURSE	BEARING	DISTANCE
L1	N 00°17'13"W	502.88'
L2	N 89°42'47"E	27.21'
L3	N 00°17'13"W	50.00'
L4	N 89°42'47"E	50.00'
L5	S 00°17'13"E	50.00'
L6	S 89°42'47"W	50.00'
L7	S 00°17'13"E	15.00'
L8	N 89°42'47"E	172.37'
L9	S 15°45'38"W	45.41'
L10	S 01°54'52"E	15.95'
L11	N 84°52'20"E	207.88'
L12	S 14°12'12"E	148.34'
L13	N 75°47'48"E	93.75'
L14	S 41°51'41"E	41.33'
L15	S 14°51'19"W	152.46'
L16	S 13°48'52"E	107.84'
L17	N 70°51'52"E	121.20'
L18	S 00°08'14"E	21.16'
L19	S 70°51'52"W	136.25'
L20	N 13°48'52"W	125.90'
L21	N 14°51'19"E	146.77'
L22	N 41°51'41"W	16.43'
L23	S 75°47'48"W	103.66'
L24	N 14°12'12"W	151.29'
L25	S 84°52'20"W	211.98'
L26	N 01°54'52"W	40.31'
L27	N 15°45'38"E	22.65'
L28	S 89°42'47"W	86.20'
L29	N 00°17'13"W	20.00'

SURVEYOR'S NOTES

1. THIS IS A BOUNDARY SURVEY OF THE FLORIDA TELECOM SERVICES, LLC. LEASE PARCEL. THE PARENT TRACT INFORMATION SHOWN HEREON IS FOR INFORMATIONAL PURPOSES ONLY.
2. THE SURVEYOR HAS REVIEWED THE OWNERSHIP AND ENCUMBRANCES REPORT FILE NUMBER 21-2013-000008, ISSUED BY ATTORNEYS' TITLE FUND SERVICES, LLC., DATED JANUARY 14, 2013. ALL PLOTTABLE MATTERS OF RECORD TITLE IDENTIFIED IN THAT COMMITMENT FOR TITLE INSURANCE THAT ARE PERTINENT TO THE VERIZON WIRELESS LEASE PARCEL AND ITS INGRESS/EGRESS AND UTILITY EASEMENT, IF APPLICABLE, HAVE BEEN SHOWN OR NOTED HEREON. THE SURVEYOR HAS RELIED SOLELY UPON THAT COMMITMENT WITH RESPECT TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, AGREEMENTS, RESERVATIONS, AND OTHER SIMILAR MATTERS. NO FURTHER RESEARCH OF THE PUBLIC RECORDS HAS PERFORMED BY THE SURVEYOR.
3. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE WEST RIGHT OF WAY LINE OF STATE ROAD 63 AS BEING SOUTH 83°24'41" WEST.
4. UNDERGROUND UTILITIES AND IMPROVEMENTS MAY NOT HAVE BEEN LOCATED.
5. PARENT TRACT INTERIOR IMPROVEMENTS HAVE NOT BEEN LOCATED.
6. AFTER REVIEW OF FLOOD INSURANCE RATE MAP, COMMUNITY PANEL No.12039C0115C, DATED FEBRUARY 4, 2009, THE FLORIDA TELECOM SERVICES, LLC. LEASE PARCEL DEPICTED HEREON APPEARS TO BE IN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 500 YEAR FLOOD PLAIN).
7. (D) DENOTES DESCRIPTION; (F) DENOTES FIELD MEASURED; (P) DENOTES PLAT; (C) DENOTES CALCULATED.
8. GEODETIC AND VERTICAL INFORMATION SHOWN HEREON IS BASED ON G.P.S. OBSERVATIONS PERFORMED HOLDING NGS STATION DESIGNATION "_ N.A.D.8211450", ELEVATION= _ FEET (N.A.V.D.1988). SITE BENCHMARK IS A SET 5/8" IRON ROD AND CAP LB No.6885; ELEVATION= 247.68 FEET (N.A.V.D.1988), AS SHOWN HEREON. ALL ELEVATIONS SHOWN HEREON ARE ABOVE MEAN SEA LEVEL (A.M.S.L.).
9. ALL GEODETIC AND VERTICAL DATA, DEPICTED HEREON IS WITHIN THE 1a ACCURACY TOLERANCES AS SET FORTH BY THE F.A.A.
10. THE DISTANCE TO THE NEAREST ADJACENT RESIDENCE IS SHOWN HEREON.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY PERFORMED ON JANUARY 18, 2013, IS IN ACCORDANCE WITH THE TECHNICAL STANDARDS AS REQUIRED BY CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.

JOHN R. MITCHELL P.S.M. L.S. No. 5462
CERTIFICATE OF AUTHORIZATION No. L.B. 6885
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

CERTIFIED TO AND FOR THE EXCLUSIVE BENEFIT OF:
FLORIDA TELECOM SERVICES, LLC
ITS AFFILIATES, SUBSIDIARIES AND LENDERS.

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

ADVANCED LAND SURVEYING & MAPPING
C.F.S. and Commercial Survey Services
P.O. BOX [illegible]
ORLANDO, FL 32[illegible]
PHONE (407) 2[illegible]
FAX (407) 2[illegible]

BOUNDARY SURVEY
PREPARED FOR
FLORIDA TELECOM SERVICES, LLC.
PEAVY AND SONS CONSTRUCTION SITE
A PORTION OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 2 WEST
GADSDEN COUNTY, FLORIDA

DRAWN	K. MITCHELL
FIELD DATE	JAN 18, 2013
FIELD BOOK	32[illegible]
SCALE	1"=_'
PROJECT NO.	1[illegible]
FILE NAME	[illegible]
SHEET	1 OF 2

ATTACHMENT # 4

EJ Development Group, LLC

Eric Hochman - RF Engineer

July 12, 2013

To: Gadsden County
Anthony Matheny, Planning and Community Development Director
9-B East Jefferson Street
Quincy, Florida 32353

From: Eric Hochman – RF Engineer
EJ Development Group, LLC
PO Box 260893
Pembroke Pines, FL 33026

Re: Planned Peavy and Son Construction 220 foot self-support telecommunication tower

Dear Mr. Matheny,

Please accept this letter to address regulations for the proposed telecommunication tower that Florida Telecom Services, LLC is proposing on the property located at 39 Schwall Road, Havana, Florida 32333. The structure is a 220 foot self-support telecommunication tower designed for cellular transmission antennas. As of the date of this letter there are two companies interested in leasing the site. It is anticipated that two additional carriers will have interest in the site in the near future due to its location.

Gadsden County owns a parcel of land located approximately 1.69 miles to the east of the subject parcel. At this time the parcel is not located within the radius identified to satisfy the needed coverage gaps for the area however we would like the opportunity to work with County staff to research County owned property and determine the feasibility of locating telecommunication towers on County owned parcels in the future.

There is a severe coverage deficiency to the North, South, East and West quadrants. There is currently no tower within the 2 mile radius that will satisfy the needed coverage gaps in the area. At this time there is no other technology available that will comfortably satisfy any part of the coverage objectives by any of the interested carriers. It is a rural area with significant tree line heights and extensive homes, agricultural structures and main roads which require immediate cellular phone and data relief to this area. A DAS (Distributed Antenna System) is mostly used for indoor solutions and would not be able to support any reliable coverage needs in this area. This site needs to transmit at a certain height with an FCC power rating to satisfy the needs of the customers living in the area or travelling through. The coverage has been identified as being poor by all the carriers interested in the site and this will alleviate the voice and data gaps and improve the new 4G technology being implanted around the area and the country for all carriers and E-911 requirements for this area. There are no existing towers in the area at any height that will satisfy the need. RF transmission is a controlled radio wave which must integrate into the

ATTACHMENT # 6

FLORIDA TELECOM SERVICES, LLC
1960 Timberline Road Weston, FL 33327
Tel #: 561 213 7665

July 12, 2013

Gadsden County Planning and Community Development
Mr. Anthony Matheny, Planning and Community Development Director
9-B East Jefferson Street
Quincy, Florida 32353

RE: Letter of Intent for the installation of a new 220 foot self-support telecommunication tower at 39 Schwall Road, Havana

Dear Mr. Matheny,

On behalf of Florida Telecom Services, LLC, please accept this letter of intent and associated plans for the installation of a new 220 foot self-support telecommunication tower and fenced enclosure within a 70 foot x 50 foot leased area located at 39 Schwall Road (Parcel Tax ID #: 2-11-3N-2W-0000-00340-000).

Florida Telecom Services, LLC is proposing a 220 foot telecommunication tower with the capacity to hold four (4) carriers. This multi-carrier tower will enhance the wireless services for this area in Gadsden County. The site plan addresses the Code requirements for telecommunication towers, setbacks, and landscaping.

As part of our application we are requesting deviations from the following sections of the Code:

- Section 5805(B)(1): The subject property is located within 0.50 miles of land that is designated as Rural Residential on the land use map.
- Section 5806(A)(3): Towers that are lit at night with red lights shall be at least 7x's the height of the tower from the property lines of parcels of land in which a residence is located. The tower is proposed to be setback along the northern property line 2.5 times the height of the tower. The lighting of the tower will be based on requirements and regulations by the Federal Communications Commission and Federal Aviation Administration which state that the tower will be lit during the day with a white light and during the night it will be lit by a red light.

The property owner of the subject parcel has been in contact with the adjacent property owner who has provided a letter of no objection on the proposed tower. The letter also acknowledges the setbacks of the tower to the property line and the proposed lighting of the tower.

Florida Telecom Services, LLC has researched properties within the general area of the subject parcel and determined it was best suited for the proposed tower since the property is being used for light

manufacturing and the land has already been disturbed. In addition the parcel is located within a search area that has been identified as lacking wireless service coverage.

The Code requires the following to be addressed regarding our deviation request:

1. **The deviation will not be detrimental to the public good or to the surrounding properties.**

We feel that by locating the tower on the subject parcel it will be the least obtrusive to the surrounding parcels and will provide the needed wireless service to the residents and businesses in Havana.

2. **The location of existing uses, structures or other features on or adjacent to the property create a need for the deviation.**

Since the parcel to the north has a Land Use Designation of Rural Residential and has an existing residence there is a requirement for a deviation to be requested. The tower and compound area was designed to provide the maximum coverage for the area for wireless services and keep the tower setback from US 27 a minimum of three times its height.

3. **The deviation sought is the minimum necessary to address the need for the deviation, subsequent subject to exploring all reasonable siting alternatives.**

The two deviations requested is the minimum necessary to construct the tower on the subject parcel. The tower and compound area was designed to meet the setbacks along US 27 which required it to be designed further back on the parcel closer to the residential property.

4. **The location of the proposed communication tower in relation to existing structures, trees and other visual buffers shall minimize to the greatest extent reasonably practical under the circumstances any impacts on affected residentially developed or parcels designated as Rural Residential on the land use map.**

The tower and fenced enclosure was designed to be the least obtrusive to the adjacent property owner understanding that there is a residence located on the property.

5. **The communication tower will be compatible to the greatest extent possible, with the existing contiguous uses or compatible with the general character and aesthetics of the neighborhood or the area, considering the design and height of the communication tower, the mitigating affects of any existing or proposed landscaping, fencing or other structures in the area, the proximity of the communication tower to existing or proposed buildings or structures and similar factors.**

The location of the lease area on the subject parcel is located in an area that is currently vacant and has been previously disturbed. As part of the landscape plan we are proposing to install Red Maples and Viburnum Tinus as hedge materials to help screen the base of the tower from the roadway and the adjacent property owner.

6. **The strict application of the requirements of this section will constitute a substantial hardship to the applicant.**

Wireless service is lacking in the general area in which we are proposing the telecommunication tower and therefore without the requested deviations we would not be able to provide this service to the residents and businesses of Havana.

7. The granting of the deviation is consistent with the general intent and purpose of the Comprehensive Plan.

The granting of the deviation is consistent with the intent and purpose of the Comprehensive Plan. By approving the tower on the subject parcel wireless services will be capable of meeting the needs of the existing population and the future population in the service area.

As required a Citizens Bill of Rights meeting was held on Monday July 8, 2013. Advertisement for this meeting was placed in the Havana Herald on June 28, 2013 and July 4, 2013 and notification was mailed to all property owners within a half mile from the subject property.

We look forward to working with you and your department for the approval of the telecommunication tower and providing the necessary wireless services to the residents and businesses of Gadsden County.

Sincerely,

John L Ruth
Managing Member
Florida Telecom Services, LLC

networks of the carriers trying to provide service. It is important to note that all transmissions are with licensed frequency bands issued by the FCC. No electromagnetic interference with any existing structure or antenna by the proposed structure or antenna will occur.

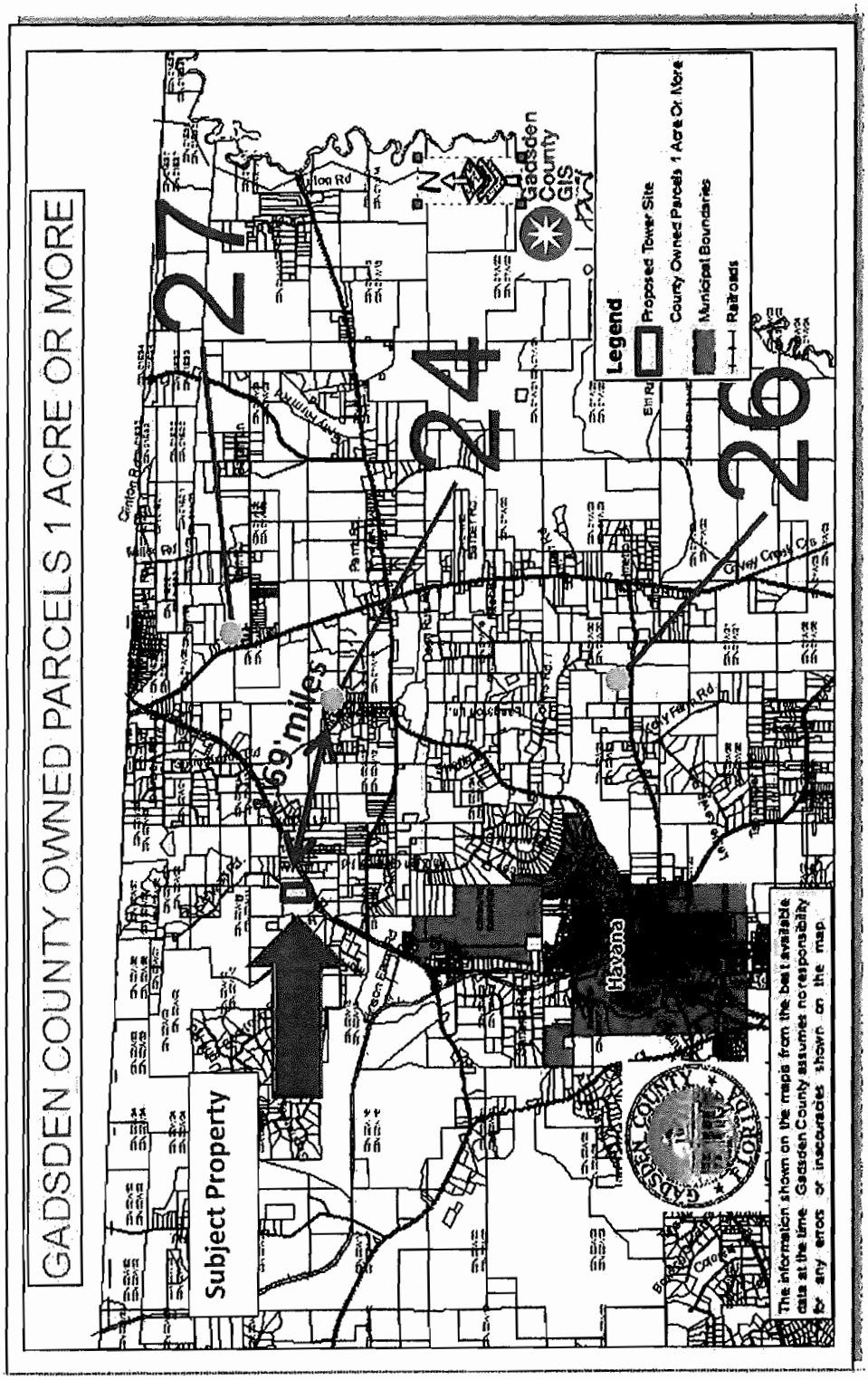
The 220 foot self-support telecommunication tower will be designed and constructed to ensure that the structural failure or collapse of the tower will not create a safety hazard, according to latest EIA/TIA standards, to adjoining properties. The tower will be constructed to the EIA/TIA standards as published by the Electronic Industries Association, all applicable Building codes and as determined necessary by the Building Official.

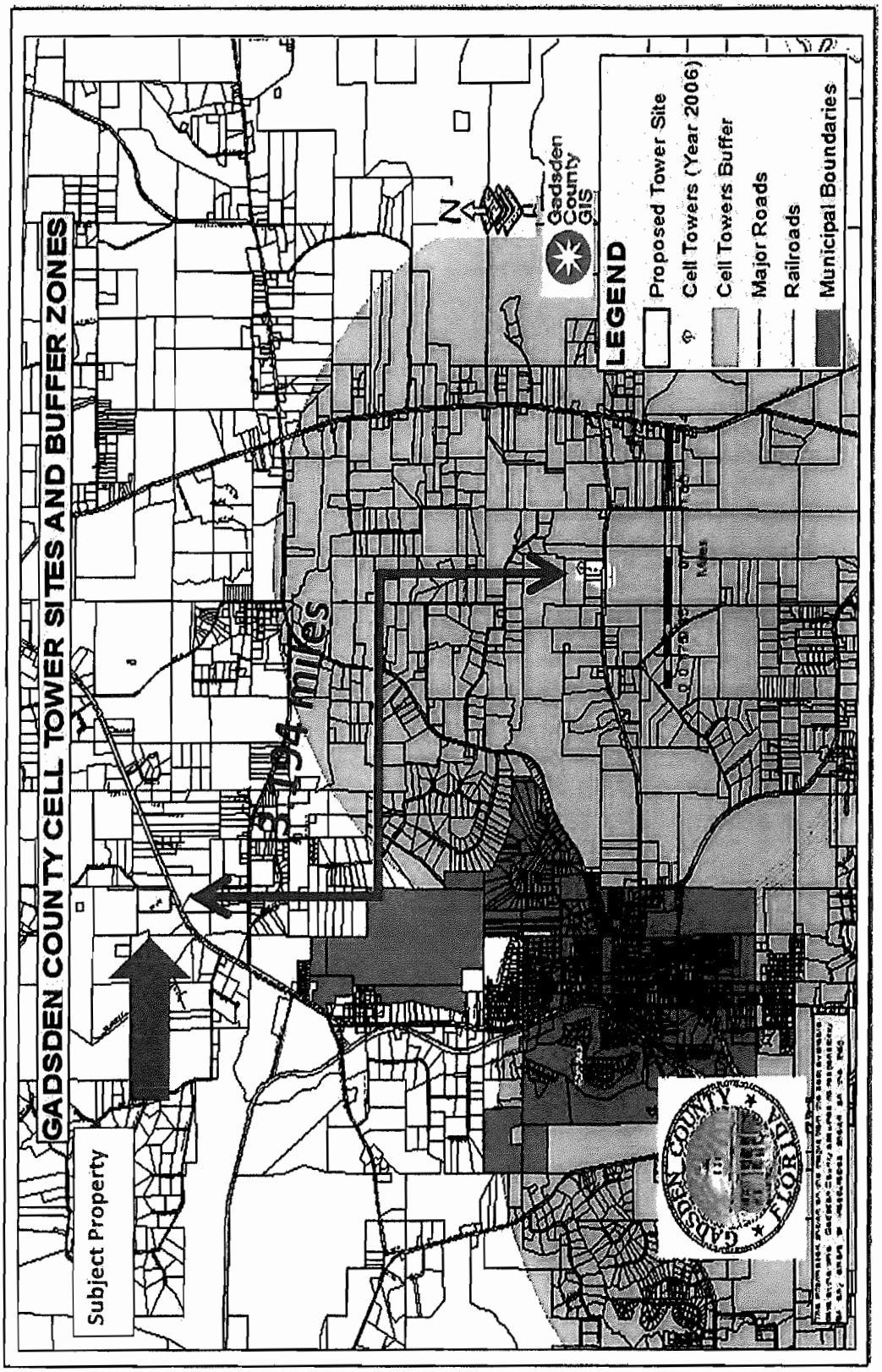
Thank you for your consideration. If you have any questions, please feel free to contact me at (954) 812-3262

Sincerely,

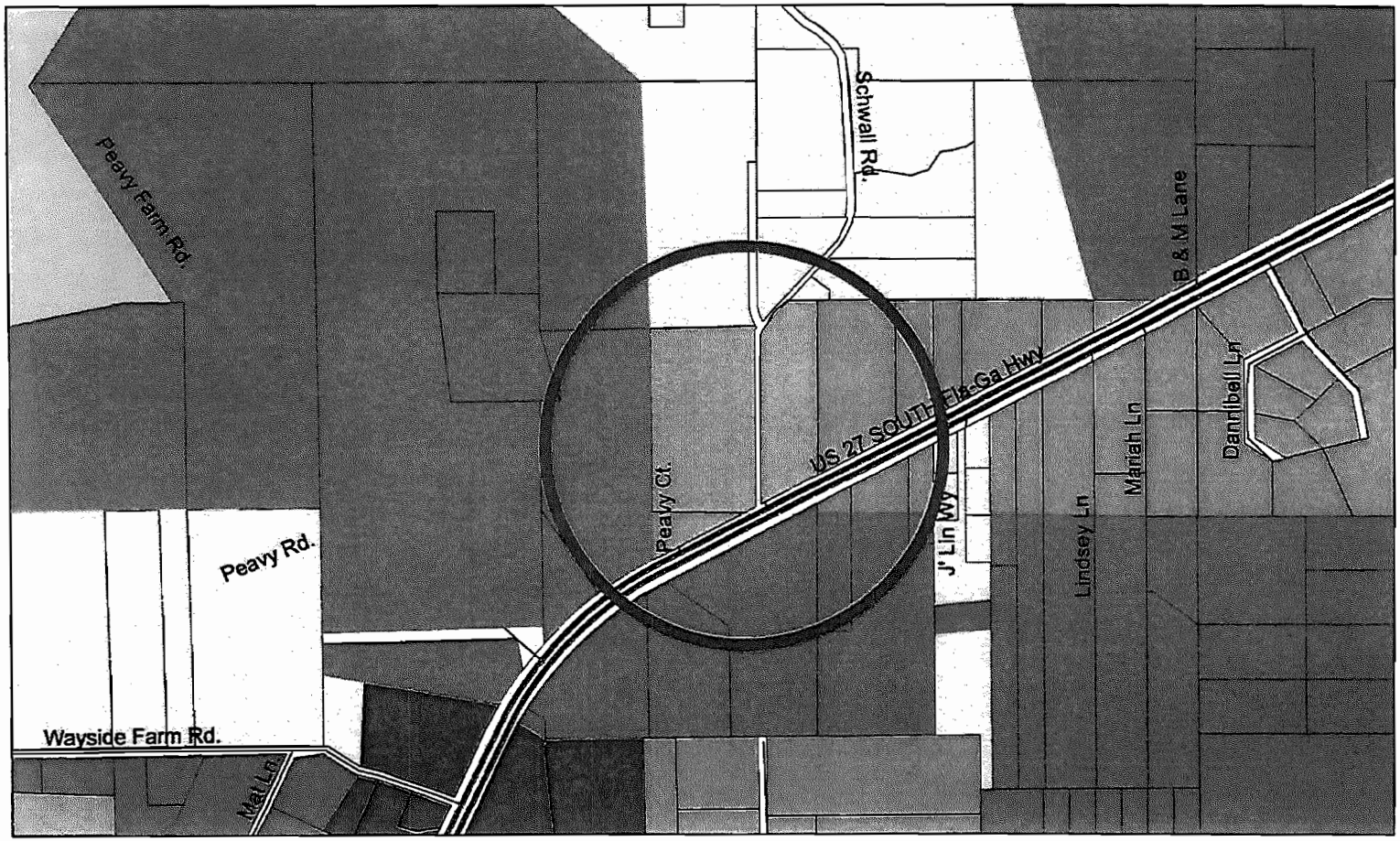
EH

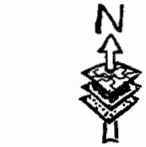
Eric Hochman
RF Engineer


GADSDEN COUNTY OWNED PARCELS 1 ACRE OR MORE
Subject Property
69 miles
Havana
27
24
26
Legend
Proposed Tower Site
County Owned Parcels 1 Acre Or More
Municipal Boundaries
Railroads
Gadsden County GIS
The information shown on the maps from the best available data at the time. Gadsden County assumes no responsibility for any errors or inaccuracies shown on the map.


GADSDEN COUNTY CELL TOWER SITES AND BUFFER ZONES
Subject Property
3.94 miles
N
Gadsden County GIS
LEGEND
Proposed Tower Site
Cell Towers (Year 2006)
Cell Towers Buffer
Major Roads
Railroads
Municipal Boundaries
GADSDEN COUNTY FLORIDA

GADSDEN COUNTY MAP





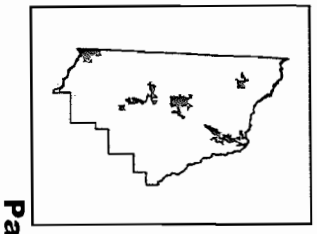
Gadsden County GIS

Legend

FLU_20130129

FUTURE LAND USE

- AGRICULTURAL 1
- AGRICULTURAL 2
- AGRICULTURAL 3
- COMMERCIAL
- CONSERVATION
- HEAVY INDUSTRIAL
- LIGHT INDUSTRIAL
- RURAL RESIDENTIAL
- SILVICULTURE
- URBAN SERVICE AREA
- HISTORICAL
- LAKE TALQUIN
- MININING
- MUNICIPAL
- PUBLIC
- RECREATIONAL



0 0.075 0.15 0.3 0.45 0.6

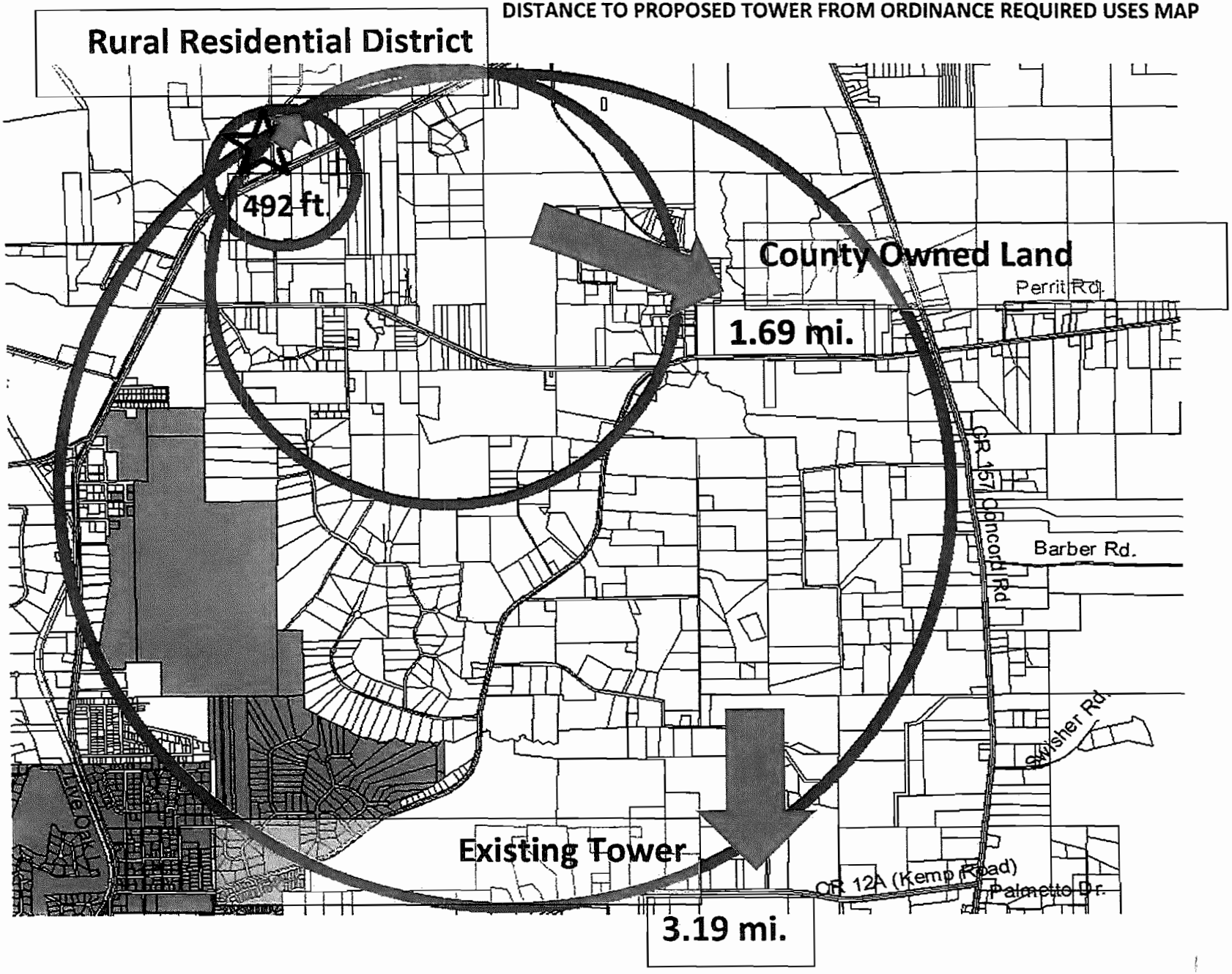
Miles

The information shown on the maps from the best available data at the time. Gadsden County assumes no responsibility for any errors or inaccuracies shown on the map.

GADSDEN COUNTY FLORIDA

ATTACHMENT # 9

DISTANCE TO PROPOSED TOWER FROM ORDINANCE REQUIRED USES MAP



Florida Telecom Tower site location represented by asterisk spatially related to existing tower sites, county owned land, and RR District.

ATTACHMENT # 10

ATTACHMENT # 11

Go to FCC.gov

Search | RSS | Vision | Spotlight | Calendar | Consumer | And People

Federal Communications Commission

Radio Frequency Safety

FCC > OET > RF Safety > RF Safety FAQ's

Search the FCC:

Go

Help | Advanced

RF Safety FAQ's

FDA Website

Visit the FDA consumer information wireless phone website.

Radio Frequency Safety

Office of Engineering and Technology (OET)

Frequently asked questions about the safety of radiofrequency (RF) and microwave emissions from transmitters and facilities regulated by the FCC

For further information on these (and other) topics please refer to OET Bulletin 56. You may also contact the FCC's RF Safety Program at rfsafety@fcc.gov or 1-888-225-5322

Index (click on topic below)

- What is "radiofrequency" and microwave radiation?
- What is non-ionizing radiation?
- How is radiofrequency energy used?
- How is radiofrequency radiation measured?
- What biological effects can be caused by RF energy?
- Can people be exposed to levels of radiofrequency radiation and microwaves that could be harmful?
- Can radiofrequency radiation cause cancer?
- What research is being done on RF biological effects?
- What levels are safe for exposure to RF energy?
- Why has the FCC adopted guidelines for RF exposure?
- How safe are mobile phones? Can they cause cancer?
- How can I obtain the specific absorption rate (SAR) value for my mobile phone?
- Do "hands-free" ear pieces for mobile phones reduce exposure to RF emissions? What about mobile phone accessories that claim to shield the head from RF radiation?
- Can mobile phones be used safely in hospitals and near medical telemetry equipment?
- Are cellular and PCS towers and antennas safe?
- Are cellular and other radio towers located near homes or schools safe for residents and students?
- Are emissions from radio and television antennas safe?
- How safe are radio antennas used for paging and "two-way" communications? What about "push-to-talk" radios such as "walkie-talkies?"
- How safe are microwave and satellite antennas?
- Are RF emissions from amateur radio stations harmful?
- What is the FCC's policy on radiofrequency warning signs? For example, when should signs be posted, where should they be located and what should they say?
- Can implanted electronic cardiac pacemakers be affected by nearby RF devices such as microwave ovens or cellular telephones?
- Does the FCC regulate exposure to radiation from microwave ovens, television sets and computer monitors?
- Does the FCC routinely monitor radiofrequency radiation from antennas?
- Does the FCC maintain a database that includes information on the location and technical parameters of all the towers and antennas it regulates?
- Which other federal agencies have responsibilities related to potential RF health effects?
- Can local and state governmental bodies establish limits for RF exposure?
- Where can I obtain more information on potential health effects of radiofrequency energy?

WHAT ARE "RADIOFREQUENCY" AND MICROWAVE RADIATION?

Electromagnetic radiation consists of waves of electric and magnetic energy moving together (*i.e.*, radiating) through space at the speed of light. Taken together, all forms of electromagnetic energy are referred to as the electromagnetic "spectrum." Radio waves and microwaves emitted by transmitting antennas are one form of electromagnetic energy. They are collectively referred to as "radiofrequency" or "RF" energy or radiation. Note that the term "radiation" does not mean "radioactive." Often, the terms "electromagnetic field" or "radiofrequency field" may be used to indicate the presence of electromagnetic or RF energy.

ATTACHMENT # 11

The RF waves emanating from an antenna are generated by the movement of electrical charges in the antenna. Electromagnetic waves can be characterized by a wavelength and a frequency. The wavelength is the distance covered by one complete cycle of the electromagnetic wave, while the frequency is the number of electromagnetic waves passing a given point in one second. The frequency of an RF signal is usually expressed in terms of a unit called the "hertz" (abbreviated "Hz"). One Hz equals one cycle per second. One megahertz ("MHz") equals one million cycles per second.

Different forms of electromagnetic energy are categorized by their wavelengths and frequencies. The RF part of the electromagnetic spectrum is generally defined as that part of the spectrum where electromagnetic waves have frequencies in the range of about 3 kilohertz (3 kHz) to 300 gigahertz (300 GHz). Microwaves are a specific category of radio waves that can be loosely defined as radiofrequency energy at frequencies ranging from about 1 GHz upward. (Back to Index)

WHAT IS NON-IONIZING RADIATION?

"Ionization" is a process by which electrons are stripped from atoms and molecules. This process can produce molecular changes that can lead to damage in biological tissue, including effects on DNA, the genetic material of living organisms. This process requires interaction with high levels of electromagnetic energy. Those types of electromagnetic radiation with enough energy to ionize biological material include X-radiation and gamma radiation. Therefore, X-rays and gamma rays are examples of ionizing radiation.

The energy levels associated with RF and microwave radiation, on the other hand, are not great enough to cause the ionization of atoms and molecules, and RF energy is, therefore, is a type of non-ionizing radiation. Other types of non-ionizing radiation include visible and infrared light. Often the term "radiation" is used, colloquially, to imply that ionizing radiation (radioactivity), such as that associated with nuclear power plants, is present. Ionizing radiation should not be confused with the lower-energy, non-ionizing radiation with respect to possible biological effects, since the mechanisms of action are quite different. (Back to Index)

HOW IS RADIOFREQUENCY ENERGY USED?

Probably the most important use for RF energy is in providing telecommunications services. Radio and television broadcasting, cellular telephones, personal communications services (PCS), pagers, cordless telephones, business radio, radio communications for police and fire departments, amateur radio, microwave point-to-point links and satellite communications are just a few of the many telecommunications applications of RF energy. Microwave ovens are an example of a non-communication use of RF energy. Radiofrequency radiation, especially at microwave frequencies, can transfer energy to water molecules. High levels of microwave energy will generate heat in water-rich materials such as most foods. This efficient absorption of microwave energy via water molecules results in rapid heating throughout an object, thus allowing food to be cooked more quickly in a microwave oven than in a conventional oven. Other important non-communication uses of RF energy include radar and industrial heating and sealing. Radar is a valuable tool used in many applications range from traffic speed enforcement to air traffic control and military surveillance. Industrial heaters and sealers generate intense levels of RF radiation that rapidly heats the material being processed in the same way that a microwave oven cooks food. These devices have many uses in industry, including molding plastic materials, gluing wood products, sealing items such as shoes and pocketbooks, and processing food products. There are also a number of medical applications of RF energy, such as diathermy and magnetic resonance imaging (MRI). (Back to Index)

HOW IS RADIOFREQUENCY RADIATION MEASURED?

An RF electromagnetic wave has both an electric and a magnetic component (electric field and magnetic field), and it is often convenient to express the intensity of the RF environment at a given location in terms of units specific to each component. For example, the unit "volts per meter" (V/m) is used to express the strength of the electric field (electric "field strength"), and the unit "amperes per meter" (A/m) is used to express the strength of the magnetic field (magnetic "field strength"). Another commonly used unit for characterizing the total electromagnetic field is "power density." Power density is most appropriately used when the point of measurement is far enough away from an antenna to be located in the "far-field" zone of the antenna.

Power density is defined as power per unit area. For example, power density is commonly expressed in terms of watts per square meter (W/m2), milliwatts per square centimeter (mW/cm2), or microwatts per square centimeter (μW/cm2). One mW/cm2 equals 10 W/m2, and 100 μW/cm2 equal one W/m2. With respect to frequencies in the microwave range, power density is usually used to express intensity of exposure.

The quantity used to measure the rate at which RF energy is actually absorbed in a body is called the "Specific Absorption Rate" or "SAR." It is usually expressed in units of watts per kilogram (W/kg) or milliwatts per gram (mW/g). In the case of exposure of the whole body, a standing ungrounded human adult absorbs RF energy at a maximum rate when the frequency of the RF radiation is in the range of about 70 MHz. This means that the "whole-body" SAR is at a maximum under these conditions. Because of this "resonance" phenomenon and consideration of children and grounded adults, RF safety standards are generally most restrictive in the frequency range of about 30 to 300 MHz. For exposure of parts of the body, such as the exposure from hand-held mobile phones, "partial-body" SAR limits are

ATTACHMENT # 11

used in the safety standards to control absorption of RF energy (see later questions on mobile phones). (Back to Index)

WHAT BIOLOGICAL EFFECTS CAN BE CAUSED BY RF ENERGY?

Biological effects can result from exposure to RF energy. Biological effects that result from heating of tissue by RF energy are often referred to as "thermal" effects. It has been known for many years that exposure to very high levels of RF radiation can be harmful due to the ability of RF energy to heat biological tissue rapidly. This is the principle by which microwave ovens cook food. Exposure to very high RF intensities can result in heating of biological tissue and an increase in body temperature. Tissue damage in humans could occur during exposure to high RF levels because of the body's inability to cope with or dissipate the excessive heat that could be generated. Two areas of the body, the eyes and the testes, are particularly vulnerable to RF heating because of the relative lack of available blood flow to dissipate the excess heat load.

At relatively low levels of exposure to RF radiation, *i.e.*, levels lower than those that would produce significant heating; the evidence for production of harmful biological effects is ambiguous and unproven. Such effects, if they exist, have been referred to as "non-thermal" effects. A number of reports have appeared in the scientific literature describing the observation of a range of biological effects resulting from exposure to low-levels of RF energy. However, in most cases, further experimental research has been unable to reproduce these effects. Furthermore, since much of the research is not done on whole bodies (*in vivo*), there has been no determination that such effects constitute a human health hazard. It is generally agreed that further research is needed to determine the generality of such effects and their possible relevance, if any, to human health. In the meantime, standards-setting organizations and government agencies continue to monitor the latest experimental findings to confirm their validity and determine whether changes in safety limits are needed to protect human health. (Back to Index)

CAN PEOPLE BE EXPOSED TO LEVELS OF RADIOFREQUENCY RADIATION THAT COULD BE HARMFUL?

Studies have shown that environmental levels of RF energy routinely encountered by the general public are typically far below levels necessary to produce significant heating and increased body temperature. However, there may be situations, particularly in workplace environments near high-powered RF sources, where the recommended limits for safe exposure of human beings to RF energy could be exceeded. In such cases, restrictive measures or mitigation actions may be necessary to ensure the safe use of RF energy. (Back to Index)

CAN RADIOFREQUENCY RADIATION CAUSE CANCER?

Some studies have also examined the possibility of a link between RF exposure and cancer. Results to date have been inconclusive. While some experimental data have suggested a possible link between exposure and tumor formation in animals exposed under certain specific conditions, the results have not been independently replicated. Many other studies have failed to find evidence for a link to cancer or any related condition. The Food and Drug Administration has further information on this topic with respect to RF exposure from mobile phones at the following Web site: FDA Radiation-Emitting Products Page . (Back to Index)

WHAT RESEARCH IS BEING DONE ON RF BIOLOGICAL EFFECTS?

For many years, research into the possible biological effects of RF energy has been carried out in laboratories around the world, and such research is continuing. Past research has resulted in a large number of peer-reviewed scientific publications on this topic. For many years the U.S. Government has sponsored research into the biological effects of RF energy. The majority of this work has been funded by the Department of Defense, due in part, to the extensive military interest in using RF equipment such as radar and other relatively high-powered radio transmitters for routine military operations. In addition, some U.S. civilian federal agencies responsible for health and safety, such as the Environmental Protection Agency (EPA) and the U.S. Food and Drug Administration (FDA), have sponsored and conducted research in this area. At the present time, most of the non-military research on biological effects of RF energy in the U.S. is being funded by industry organizations, although relatively more research by government agencies is being carried out overseas, particularly in Europe.

In 1996, the World Health Organization (WHO) established a program called the International EMF Project, which is designed to review the scientific literature concerning biological effects of electromagnetic fields, identify gaps in knowledge about such effects, recommend research needs, and work towards international resolution of health concerns over the use of RF technology. The WHO maintains a Web site that provides extensive information on this project and about RF biological effects and research (www.who.ch/peh-emf).

The FDA, the EPA and other federal agencies responsible for public health and safety have worked together and in connection with the WHO to monitor developments and identify research needs related to RF biological effects. More information about this can be obtained at the FDA Web site: FDA Radiation-Emitting Products Page. (Back to Index)

WHAT LEVELS ARE SAFE FOR EXPOSURE TO RF ENERGY?

Exposure standards for radiofrequency energy have been developed by various organizations and countries. These standards recommend safe levels of exposure for both the general public and for

ATTACHMENT # 11

workers. In the United States, the FCC has adopted and used recognized safety guidelines for evaluating RF environmental exposure since 1985. Federal health and safety agencies, such as the EPA, FDA, the National Institute for Occupational Safety and Health (NIOSH) and the Occupational Safety and Health Administration (OSHA) have also been involved in monitoring and investigating issues related to RF exposure.

The FCC guidelines for human exposure to RF electromagnetic fields were derived from the recommendations of two expert organizations, the National Council on Radiation Protection and Measurements (NCRP) and the Institute of Electrical and Electronics Engineers (IEEE). Both the NCRP exposure criteria and the IEEE standard were developed by expert scientists and engineers after extensive reviews of the scientific literature related to RF biological effects. The exposure guidelines are based on thresholds for known adverse effects, and they incorporate prudent margins of safety. In adopting the most recent RF exposure guidelines, the FCC consulted with the EPA, FDA, OSHA and NIOSH, and obtained their support for the guidelines that the FCC is using.

Many countries in Europe and elsewhere use exposure guidelines developed by the International Commission on Non-Ionizing Radiation Protection (ICNIRP). The ICNIRP safety limits are generally similar to those of the NCRP and IEEE, with a few exceptions. For example, ICNIRP recommends somewhat different exposure levels in the lower and upper frequency ranges and for localized exposure due to such devices as hand-held cellular telephones. One of the goals of the WHO EMF Project (see above) is to provide a framework for international harmonization of RF safety standards. The NCRP, IEEE and ICNIRP exposure guidelines identify the same threshold level at which harmful biological effects may occur, and the values for Maximum Permissible Exposure (MPE) recommended for electric and magnetic field strength and power density in both documents are based on this level. The threshold level is a Specific Absorption Rate (SAR) value for the whole body of 4 watts per kilogram (4 W/kg).

In addition, the NCRP, IEEE and ICNIRP guidelines for maximum permissible exposure are different for different transmitting frequencies. This is due to the finding (discussed above) that whole-body human absorption of RF energy varies with the frequency of the RF signal. The most restrictive limits on whole-body exposure are in the frequency range of 30-300 MHz where the human body absorbs RF energy most efficiently when the whole body is exposed. For devices that only expose part of the body, such as mobile phones, different exposure limits are specified (see below).

The exposure limits used by the FCC are expressed in terms of SAR, electric and magnetic field strength and power density for transmitters operating at frequencies from 300 kHz to 100 GHz. The actual values can be found in either of two informational bulletins available at this Web site (OET Bulletin 56 or OET Bulletin 65), see listing for "OET Safety Bulletins." (Back to Index)

WHY HAS THE FCC ADOPTED GUIDELINES FOR RF EXPOSURE?

The FCC authorizes and licenses devices, transmitters and facilities that generate RF radiation. It has jurisdiction over all transmitting services in the U.S. except those specifically operated by the Federal Government. However, the FCC's primary jurisdiction does not lie in the health and safety area, and it must rely on other agencies and organizations for guidance in these matters.

Under the National Environmental Policy Act of 1969 (NEPA), all Federal agencies are required to implement procedures to make environmental consideration a necessary part of an agency's decision-making process. Therefore, FCC approval and licensing of transmitters and facilities must be evaluated for significant impact on the environment. Human exposure to RF radiation emitted by FCC-regulated transmitters is one of several factors that must be considered in such environmental evaluations. In 1996, the FCC revised its guidelines for RF exposure as a result of a multi-year proceeding and as required by the Telecommunications Act of 1996.

Facilities under the jurisdiction of the FCC having a high potential for creating significant RF exposure to humans, such as radio and television broadcast stations, satellite-earth stations, experimental radio stations and certain cellular, PCS and paging facilities are required to undergo routine evaluation for compliance with RF exposure guidelines whenever an application is submitted to the FCC for construction or modification of a transmitting facility or renewal of a license. Failure to show compliance with the FCC's RF exposure guidelines in the application process could lead to the preparation of a formal Environmental Assessment, possible Environmental Impact Statement and eventual rejection of an application. Technical guidelines for evaluating compliance with the FCC RF safety requirements can be found in the FCC's OET Bulletin 65 (see "OET Safety Bulletins" listing elsewhere at this Web site).

Low-powered, intermittent, or inaccessible RF transmitters and facilities are normally "categorically excluded" from the requirement of routine evaluation for RF exposure. These exclusions are based on calculations and measurement data indicating that such transmitting stations or devices are unlikely to cause exposures in excess of the guidelines under normal conditions of use. The FCC's policies on RF exposure and categorical exclusion can be found in Section 1.1307(b) of the FCC's Rules and Regulations [47 CFR 1.1307(b)]. It should be emphasized, however, that these exclusions are not exclusions from compliance, but, rather, only exclusions from routine evaluation. Transmitters or facilities that are otherwise categorically excluded from evaluation may be required, on a case-by-case basis, to demonstrate compliance when evidence of potential non-compliance of the transmitter or facility is brought to the Commission's attention [see 47 CFR 1.1307(c) and (d)]. (Back to Index)

HOW SAFE ARE MOBILE AND PORTABLE PHONES?

ATTACHMENT # 11

In recent years, publicity, speculation, and concern over claims of possible health effects due to RF emissions from hand-held wireless telephones prompted various research programs to investigate whether there is any risk to users of these devices There is no scientific evidence to date that proves that wireless phone usage can lead to cancer or a variety of other health effects, including headaches, dizziness or memory loss. However, studies are ongoing and key government agencies, such as the Food and Drug Administration (FDA) continue to monitor the results of the latest scientific research on these topics. Also, as noted above, the World Health Organization has established an ongoing program to monitor research in this area and make recommendations related to the safety of mobile phones.

The FDA, which has primary jurisdiction for investigating mobile phone safety, has stated that it cannot rule out the possibility of risk, but if such a risk exists, "it is probably small." Further, it has stated that, while there is no proof that cellular telephones can be harmful, concerned individuals can take various precautionary actions, including limiting conversations on hand-held cellular telephones and making greater use of telephones with hands-free kits where there is a greater separation distance between the user and the radiating antenna. The Web site for the FDA's Center for Devices and Radiological Health provides further information on mobile phone safety: FDA Radiation-Emitting Products Page.

The Government Accounting Office (GAO) prepared a report of its investigation into safety concerns related to mobile phones. The report concluded that further research is needed to confirm whether mobile phones are completely safe for the user, and the report recommended that the FDA take the lead in monitoring the latest research results.

The FCC's exposure guidelines specify limits for human exposure to RF emissions from hand-held mobile phones in terms of Specific Absorption Rate (SAR), a measure of the rate of absorption of RF energy by the body. The safe limit for a mobile phone user is an SAR of 1.6 watts per kg (1.6 W/kg), averaged over one gram of tissue, and compliance with this limit must be demonstrated before FCC approval is granted for marketing of a phone in the United States. Somewhat less restrictive limits, *e.g.*, 2 W/kg averaged over 10 grams of tissue, are specified by the ICNIRP guidelines used in Europe and most other countries.

Measurements and analysis of SAR in models of the human head have shown that the 1.6 W/kg limit is unlikely to be exceeded under normal conditions of use of cellular and PCS hand-held phones. The same can be said for cordless telephones used in the home. Testing of hand-held phones is normally done under conditions of maximum power usage, thus providing an additional margin of safety, since most phone usage is not at maximum power. Information on SAR levels for many phones is available electronically through the FCC's Web site and database (see next question). (Back to Index)

HOW CAN I OBTAIN THE SPECIFIC ABSORPTION RATE (SAR) VALUE FOR MY MOBILE PHONE?

As explained above, the Specific Absorption Rate, or SAR, is the unit used to determine compliance of cellular and PCS phones with safety limits adopted by the FCC. The SAR is a value that corresponds to the rate at which RF energy absorbed in the head of a user of a wireless handset. The FCC requires mobile phone manufacturers to demonstrate compliance with an SAR level of 1.6 watts per kilogram (averaged over one gram of tissue).

Information on SAR for a specific cell phone model can be obtained for almost all cellular telephones by using the FCC Identification (ID) number for that model. The FCC ID number is usually printed somewhere on the case of the phone or device. In many cases, you will have to remove the battery pack to find the number. Once you have the number proceed as follows. Go to the following website: Equipment Authorization. Click on the link for "FCC ID Search". Once you are there you will see instructions for inserting the FCC ID number. Enter the FCC ID number (in two parts as indicated: "Grantee Code" is comprised of the first three characters, the "Equipment Product Code" is the remainder of the FCC ID). Then click on "Start Search." The grant(s) of equipment authorization for this particular ID number should then be available. Click on a check under "Display Grant" and the grant should appear. Look through the grant for the section on SAR compliance, certification of compliance with FCC rules for RF exposure or similar language. This section should contain the value(s) for typical or maximum SAR for your phone.

For portable phones and devices authorized since June 2, 2000, maximum SAR levels should be noted on the grant of equipment authorization. For phones and devices authorized between about mid-1998 and June 2000, detailed information on SAR levels is typically found in one of the "exhibits" associated with the grant. Therefore, once the grant is accessed in the FCC database, the exhibits can be viewed by clicking on the appropriate entry labeled "View Exhibit." Electronic records for FCC equipment authorization grants were initiated in 1998, so devices manufactured prior to this date may not be included in our electronic database.

Although the FCC database does not list phones by model number, there are certain non-government Web sites such as www.cnet.com that provide information on SAR from specific models of mobile phones. However, the FCC has not reviewed these sites for accuracy and makes no guarantees with respect to them. In addition to these sites, some mobile phone manufacturers make this information available at their own Web sites. Also, phones certified by the Cellular Telecommunications and Internet Association (CTIA) are now required to provide this information to consumers in the instructional materials that come with the phones.

If you want additional consumer information on safety of cell phones and other transmitting devices please consult the information available below at this Web site. In particular, you may wish to read or

download our OET Bulletin 56 (see "OET RF Safety Bulletins" listing) entitled: "Questions and Answers about Biological Effects and Potential Hazards of Radiofrequency Electromagnetic Fields." If you have any problems or additional questions you may contact us at: rfsafety@fcc.gov or you may call: 1-888-225-5322. You may also wish to consult a consumer update on mobile phone safety published by the U.S. Food and Drug Administration (FDA) that can be found at: FDA Radiation-Emitting Products Page. (Back to Index)

DO "HANDS-FREE" EAR PIECES FOR MOBILE PHONES REDUCE EXPOSURE TO RF EMISSIONS? WHAT ABOUT MOBILE PHONE ACCESSORIES THAT CLAIM TO SHIELD THE HEAD FROM RF RADIATION?

"Hands-free" kits with ear pieces can be used with cell phones for convenience and comfort. In addition, because the phone, which is the source of the RF emissions, will not be placed against the head, absorption of RF energy in the head will be reduced. Therefore, it is true that use of an ear piece connected to a mobile phone will significantly reduce the rate of energy absorption (or "SAR") in the user's head. On the other hand, if the phone is mounted against the waist or other part of the body during use, then that part of the body will absorb RF energy. Even so, mobile phones marketed in the U.S. are required to meet safety limit requirements regardless of whether they are used against the head or against the body. So either configuration should result in compliance with the safety limit. Note that hands-free devices using "Bluetooth" technology also include a wireless transmitter; however, the Bluetooth transmitter operates at a much lower power than the cell phone.

A number of devices have been marketed that claim to "shield" or otherwise reduce RF absorption in the body of the user. Some of these devices incorporate shielded phone cases, while others involve nothing more than a metallic accessory attached to the phone. Studies have shown that these devices generally do not work as advertised. In fact, they may actually increase RF absorption in the head due to their potential to interfere with proper operation of the phone, thus forcing it to increase power to compensate. (Back to Index)

CAN MOBILE PHONES BE USED SAFELY IN HOSPITALS AND NEAR MEDICAL TELEMETRY EQUIPMENT?

The FCC does not normally investigate problems of electromagnetic interference from RF transmitters to medical devices. Some hospitals have policies, which limit the use of cell phones, due to concerns that sensitive medical equipment could be affected. The FDA's Center for Devices and Radiological Health (CDRH) has primary jurisdiction for medical device regulation. FDA staff provide more information at their Web site: http://www.fda.gov/Radiation-EmittingProducts/RadiationEmittingProductsandProcedures/HomeBusinessandEntertainment/default.htm. (Back to Index)

ARE CELLULAR AND PCS TOWERS AND ANTENNAS SAFE?

Cellular radio services transmit using frequencies between 824 and 894 megahertz (MHz). Transmitters in the Personal Communications Service (PCS) use frequencies in the range of 1850-1990 MHz. Antennas used for cellular and PCS transmissions are typically located on towers, water tanks or other elevated structures including rooftops and the sides of buildings. The combination of antennas and associated electronic equipment is referred to as a cellular or PCS "base station" or "cell site." Typical heights for free-standing base station towers or structures are 50-200 feet. A cellular base station may utilize several "omni-directional" antennas that look like poles, 10 to 15 feet in length, although these types of antennas are less common in urbanized areas.

In urban and suburban areas, cellular and PCS service providers commonly use "sector" antennas for their base stations. These antennas are rectangular panels, *e.g.*, about 1 by 4 feet in size, typically mounted on a rooftop or other structure, but they are also mounted on towers or poles. Panel antennas are usually arranged in three groups of three each. It is common that not all antennas are used for the transmission of RF energy; some antennas may be receive-only.

At a given cell site, the total RF power that could be radiated by the antennas depends on the number of radio channels (transmitters) installed, the power of each transmitter, and the type of antenna. While it is theoretically possible for cell sites to radiate at very high power levels, the maximum power radiated in any direction usually does not exceed 50 watts.

The RF emissions from cellular or PCS base station antennas are generally directed toward the horizon in a relatively narrow pattern in the vertical plane. In the case of sector (panel) antennas, the pattern is fan-shaped, like a wedge cut from a pie. As with all forms of electromagnetic energy, the power density from the antenna decreases rapidly as one moves away from the antenna. Consequently, ground-level exposures are much less than exposures if one were at the same height and directly in front of the antenna.

Measurements made near typical cellular and PCS installations, especially those with tower-mounted antennas, have shown that ground-level power densities are thousands of times less than the FCC's limits for safe exposure. This makes it extremely unlikely that a member of the general public could be exposed to RF levels in excess of FCC guidelines due solely to cellular or PCS base station antennas located on towers or monopoles.

When cellular and PCS antennas are mounted at rooftop locations it is possible that a person could encounter RF levels greater than those typically encountered on the ground. However, once again,

ATTACHMENT # 11

exposures approaching or exceeding the safety guidelines are only likely to be encountered very close to and directly in front of the antennas. For sector-type antennas, RF levels to rear are usually very low. (Back to Index)

For further information on cellular services go to http://wireless.fcc.gov/services/index.htm?job=service_home&id=cellular

ARE CELLULAR AND OTHER RADIO TOWERS LOCATED NEAR HOMES OR SCHOOLS SAFE FOR RESIDENTS AND STUDENTS?

As discussed above, radiofrequency emissions from antennas used for cellular and PCS transmissions result in exposure levels on the ground that are typically thousands of times below safety limits. These safety limits were adopted by the FCC based on the recommendations of expert organizations and endorsed by agencies of the Federal Government responsible for health and safety. Therefore, there is no reason to believe that such towers could constitute a potential health hazard to nearby residents or students.

Other antennas, such as those used for radio and television broadcast transmissions, use power levels that are generally much higher than those used for cellular and PCS antennas. Therefore, in some cases there could be a potential for higher levels of exposure to persons on the ground. However, all broadcast stations are required to demonstrate compliance with FCC safety guidelines, and ambient exposures to nearby persons from such stations are typically well below FCC safety limits. (Back to Index)

ARE EMISSIONS FROM RADIO AND TELEVISION BROADCAST ANTENNAS SAFE?

Radio and television broadcast stations transmit their signals via RF electromagnetic waves. There are thousands of radio and TV stations on the air in the United States. Broadcast stations transmit at various RF frequencies, depending on the channel, ranging from about 540 kHz for AM radio up to about 800 MHz for UHF television stations. Frequencies for FM radio and VHF television lie in between these two extremes. Broadcast transmitter power levels range from a few watts to more than 100,000 watts. Some of these transmission systems can be a significant source of RF energy in the local environment, so the FCC requires that broadcast stations submit evidence of compliance with FCC RF guidelines.

The amount of RF energy to which the public or workers might be exposed as a result of broadcast antennas depends on several factors, including the type of station, design characteristics of the antenna being used, power transmitted to the antenna, height of the antenna and distance from the antenna. Note that the power normally quoted for FM and TV broadcast transmitters is the "effective radiated power" or ERP not the actual transmitter power mentioned above. ERP is the transmitter power delivered to the antenna multiplied by the directivity or gain of the antenna. Since high gain antennas direct most of the RF energy toward the horizon and not toward the ground, high ERP transmission systems such as used for UHF-TV broadcast tend to have less ground level field intensity near the station than FM radio broadcast systems with lower ERP and gain values. Also, since energy at some frequencies is absorbed by the human body more readily than at other frequencies, both the frequency of the transmitted signal and its intensity is important. Calculations can be performed to predict what field intensity levels would exist at various distances from an antenna.

Public access to broadcasting antennas is normally restricted so that individuals cannot be exposed to high-level fields that might exist near antennas. Measurements made by the FCC, EPA and others have shown that ambient RF radiation levels in inhabited areas near broadcasting facilities are typically well below the exposure levels recommended by current standards and guidelines. There have been a few situations around the country where RF levels in publicly accessible areas have been found to be higher than those recommended in applicable safety standards. As they have been identified, the FCC has required that stations at those facilities promptly bring their combined operations into compliance with our guidelines. Thus, despite the relatively high operating powers of many broadcast stations, such cases are unusual, and members of the general public are unlikely to be exposed to RF levels from broadcast towers that exceed FCC limits

Antenna maintenance workers are occasionally required to climb antenna structures for such purposes as painting, repairs, or lamp replacement. Both the EPA and OSHA have reported that in such cases it is possible for a worker to be exposed to high levels of RF energy if work is performed on an active tower or in areas immediately surrounding a radiating antenna. Therefore, precautions should be taken to ensure that maintenance personnel are not exposed to unsafe RF fields. (Back to Index)

HOW SAFE ARE RADIO ANTENNAS USED FOR PAGING AND "TWO-WAY" COMMUNICATIONS? WHAT ABOUT "PUSH-TO-TALK" RADIOS SUCH AS "WALKIE-TALKIES?"

"Land-mobile" communications include a variety of communications systems, which require the use of portable and mobile RF transmitting sources. These systems operate in several frequency bands between about 30 and 1000 MHz. Radio systems used by the police and fire departments, radio paging services and business radio are a few examples of these communications systems. They have the advantage of providing communications links between various fixed and mobile locations.

There are essentially three types of RF transmitters associated with land-mobile systems: base-station transmitters, vehicle-mounted transmitters, and hand-held transmitters. The antennas and power levels used for these various transmitters are adapted for their specific purpose. For example, a base-station antenna must radiate its signal to a relatively large area, and therefore, its transmitter generally has to

ATTACHMENT # 11

use higher power levels than a vehicle-mounted or hand-held radio transmitter. Although base-station antennas usually operate with higher power levels than other types of land-mobile antennas, they are normally inaccessible to the public since they must be mounted at significant heights above ground to provide for adequate signal coverage. Also, many of these antennas transmit only intermittently. For these reasons, base-station antennas are generally not of concern with regard to possible hazardous exposure of the public to RF radiation. Studies at rooftop locations have indicated that high-powered paging antennas may increase the potential for exposure to workers or others with access to such sites, *e.g.*, maintenance personnel. This could be a concern especially when multiple transmitters are present. In such cases, restriction of access or other mitigation actions may be necessary.

Transmitting power levels for vehicle-mounted land-mobile antennas are generally less than those used by base-station antennas but higher than those used for hand-held units. Some manufacturers recommend that users and other nearby individuals maintain some minimum distance (*e.g.*, 1 to 2 feet) from a vehicle-mounted antenna during transmission or mount the antenna in such a way as to provide maximum shielding for vehicle occupants. Studies have shown that this is probably a conservative precaution, particularly when the percentage of time an antenna is actually radiating is considered. Unlike cellular telephones, which transmit continuously during a call, two-way radios normally transmit only when the "push-to-talk" button is depressed. This significantly reduces exposure, and there is no evidence that there would be a safety hazard associated with exposure from vehicle-mounted, two-way antennas when the manufacturer's recommendations are followed.

Hand-held "two-way" portable radios such as walkie-talkies are low-powered devices used to transmit and receive messages over relatively short distances. Because of the low power levels used, the intermittency of these transmissions ("push-to-talk"), and due to the fact that these radios are held away from the head, they should not expose users to RF energy in excess of safe limits. Although FCC rules do not require routine documentation of compliance with safety limits for push-to-talk two-way radios as it does for cellular and PCS phones (which transmit continuously during use and which are held against the head), most of these radios are tested and the resulting SAR data are available from the FCC's Equipment Authorization database. Click on the link for "FCC ID Search <imbed hypertext link>.". (Back to Index)

HOW SAFE ARE MICROWAVE AND SATELLITE ANTENNAS?

Point-to-point microwave antennas transmit and receive microwave signals across relatively short distances (from a few tenths of a mile to 30 miles or more). These antennas are usually circular ("dish") or rectangular in shape and are normally mounted on a supporting tower, rooftop, sides of buildings or on similar structures that provide clear and unobstructed line-of-sight paths between both ends of a transmission path. These antennas have a variety of uses, such as relaying long-distance telephone calls, and serving as links between broadcast studios and transmitting sites.

The RF signals from these antennas travel in a directed beam from a transmitting antenna to the receiving antenna, and dispersion of microwave energy outside of this narrow beam is minimal or insignificant. In addition, these antennas transmit using very low power levels, usually on the order of a few watts or less. Measurements have shown that ground-level power densities due to microwave directional antennas are normally thousands of times or more below recommended safety limits. Moreover, microwave tower sites are normally inaccessible to the general public. Significant exposures from these antennas could only occur in the unlikely event that an individual were to stand directly in front of and very close to an antenna for a period of time.

Ground-based antennas used for satellite-earth communications typically are parabolic "dish" antennas, some as large as 10 to 30 meters in diameter, that are used to transmit ("uplink") or receive ("downlink") microwave signals to or from satellites in orbit around the earth. These signals allow delivery of a variety of communications services, including television network programming, electronic newsgathering and point-of-sale credit card transactions. Some satellite-earth station antennas are used only to receive RF signals (*i.e.*, like the satellite television antenna used at a residence), and because they do not transmit, RF exposure is not an issue for those antennas.

Since satellite-earth station antennas are directed toward satellites above the earth, transmitted beams point skyward at various angles of inclination, depending on the particular satellite being used. Because of the longer distances involved, power levels used to transmit these signals are relatively large when compared, for example, to those used by the terrestrial microwave point-to-point antennas discussed above. However, as with microwave antennas, the beams used for transmitting earth-to-satellite signals are concentrated and highly directional, similar to the beam from a flashlight. In addition, public access would normally be restricted at uplink sites where exposure levels could approach or exceed safe limits.

Although many satellite-earth stations are "fixed" sites, portable uplink antennas are also used, *e.g.*, for electronic news gathering. These antennas can be deployed in various locations. Therefore, precautions may be necessary, such as temporarily restricting access in the vicinity of the antenna, to avoid exposure to the main transmitted beam. In general, however, it is unlikely that a transmitting earth station antenna would routinely expose members of the public to potentially harmful levels of RF energy. (Back to Index)

ARE RF EMISSIONS FROM AMATEUR RADIO STATIONS HARMFUL?

ATTACHMENT # 11

There are hundreds of thousands of amateur radio operators ("hams") worldwide. Amateur radio operators in the United States are licensed by the FCC. The Amateur Radio Service provides its members with the opportunity to communicate with persons all over the world and to provide valuable public service functions, such as making communications services available during disasters and emergencies. Like all FCC licensees, amateur radio operators are required to comply with the FCC's guidelines for safe human exposure to RF fields. Under the FCC's rules, amateur operators can transmit with power levels of up to 1500 watts. However, most operators use considerably less power than this maximum. Studies by the FCC and others have shown that most amateur radio transmitters would not normally expose persons to RF levels in excess of safety limits. This is primarily due to the relatively low operating powers used by most amateurs, the intermittent transmission characteristics typically used and the relative inaccessibility of most amateur antennas. As long as appropriate distances are maintained from amateur antennas, exposure of nearby persons should be well below safety limits.

To help ensure compliance of amateur radio facilities with RF exposure guidelines, both the FCC and American Radio Relay League (ARRL) have issued publications to assist operators in evaluating compliance for their stations. The FCC's publication (Supplement B to OET Bulletin 65 can be viewed and downloaded elsewhere at this Web site (see "OET RF Safety Bulletins"). (Back to Index)

WHAT IS THE FCC'S POLICY ON RADIOFREQUENCY WARNING SIGNS? FOR EXAMPLE, WHEN SHOULD SIGNS BE POSTED, WHERE SHOULD THEY BE LOCATED AND WHAT SHOULD THEY SAY?

Radiofrequency warning or "alerting" signs should be used to provide information on the presence of RF radiation or to control exposure to RF radiation within a given area. Standard radiofrequency hazard warning signs are commercially available from several vendors. Appropriate signs should incorporate the format recommended by the Institute for Electrical and Electronics Engineers (IEEE) and as specified in the IEEE standard: IEEE C95.2-1999 (Web address: www.ieee.org). Guidance concerning the placement of signs can be found in IEEE Standard C95.7-2005. When signs are used, meaningful information should be placed on the sign advising affected persons of: (1) the nature of the potential hazard (*i.e.*, high RF fields), (2) how to avoid the potential hazard, and (3) whom to contact for additional information. In some cases, it may be appropriate to also provide instructions to direct individuals as to how to work safely in the RF environment of concern. Signs should be located prominently in areas that will be readily seen by those persons who may have access to an area where high RF fields are present. (Back to Index)

CAN IMPLANTED ELECTRONIC CARDIAC PACEMAKERS BE AFFECTED BY NEARBY RF DEVICES SUCH AS MICROWAVE OVENS OR CELLULAR TELEPHONES?

Over the past several years there has been concern that signals from some RF devices could interfere with the operation of implanted electronic pacemakers and other medical devices. Because pacemakers are electronic devices, they could be susceptible to electromagnetic signals that could cause them to malfunction. Some anecdotal claims of such effects in the past involved emissions from microwave ovens. However, it has never been shown that the RF energy from a properly operating microwave oven is strong enough to cause such interference.

Some studies have shown that mobile phones can interfere with implanted cardiac pacemakers if a phone is used in close proximity (within about 8 inches) of a pacemaker. It appears that such interference is limited to older pacemakers, which may no longer be in use. Nonetheless, to avoid this potential problem, pacemaker patients can avoid placing a phone in a pocket close to the location of their pacemaker or otherwise place the phone near the pacemaker location during phone use. Patients with pacemakers should consult with their physician or the FDA if they believe that they may have a problem related to RF interference. Further information on this is available from the FDA website for Radiation-Emitting Products. (Back to Index)

DOES THE FCC REGULATE EXPOSURE TO THE ELECTROMAGNETIC RADIATION FROM MICROWAVE OVENS, TELEVISION SETS AND COMPUTER MONITORS?

The Commission does not regulate exposure to emissions from these devices. Protecting the public from harmful radiation emissions from these consumer products is the responsibility of the U.S. Food and Drug Administration (FDA). Inquires should be directed to the FDA's Center for Devices and Radiological Health (CDRH), and, specifically, to the CDRH Office of Compliance at (301) 594-4654. (Back to Index)

DOES THE FCC ROUTINELY MONITOR RADIOFREQUENCY RADIATION FROM ANTENNAS?

The FCC does not have the resources or the personnel to routinely monitor the emissions for all of the thousands of transmitters that are subject to FCC jurisdiction. However, the FCC does have measurement instrumentation for evaluating RF levels in areas that may be accessible to the public or to workers. If there is evidence of potential non-compliance with FCC exposure guidelines for an FCC-regulated facility, staff from the FCC's Office of Engineering and Technology or the Enforcement Bureau can conduct an investigation, and, if appropriate, perform actual measurements. It should be emphasized that the FCC does not perform RF exposure investigations unless there is a reasonable expectation that the FCC exposure limits may be exceeded. Potential exposure problems should be brought to the FCC's attention by contacting the FCC at: 1-888-225-5322 or by e-mailing: rfsafety@fcc.gov. (Back to Index)

DOES THE FCC MAINTAIN A DATABASE THAT INCLUDES INFORMATION ON THE LOCATION AND TECHNICAL PARAMETERS OF ALL OF THE TRANSMITTER SITES IT REGULATES?

ATTACHMENT # 11

The Commission does not have a comprehensive, transmitter-specific database for all of the services it regulates. The Commission has information for some services such as radio and television broadcast stations, and many larger antenna towers are required to register with the FCC if they meet certain criteria. In those cases, location information is generally specified in terms of degrees, minutes, and seconds of latitude and longitude. In some services, licenses are allowed to utilize additional transmitters or to increase power without notifying the Commission. Other services are licensed by geographic area, such that the Commission has no knowledge concerning the actual number or location of transmitters within that geographic area.

The *FCC General Menu Reports* (GenMen) search engine unites most of the Commission's licensing databases under a single umbrella. Databases included are the Wireless Telecommunications Bureau's ULS, the Media Bureau's CDBS, COALS (cable data) and BLS, and the International Bureau's IBFS. Entry points or search options in the various databases include frequency, state/county, latitude/longitude, call sign and licensee name.

The FCC also publishes, generally on a weekly basis, bulk extracts of the various Commission licensing databases. Each licensing database has it own unique file structure. These extracts consist of multiple, very large files. OET maintains an index to these databases.

OET has developed a *Spectrum Utilization Study Software* tool-set that can be used to create a Microsoft Access version of the individual exported licensing databases and then create MapInfo "mid" and "mif" files so that radio assignments can be plotted. This experimental software is used to conduct internal spectrum utilization studies needed in the rulemaking process. While the FCC makes this software available to the public, no technical support is provided.

For further information on the Commission's existing databases, please contact Donald Campbell at donald.campbell@fcc.gov or 202-418-2405. (Back to Index)

WHICH OTHER FEDERAL AGENCIES HAVE RESPONSIBILITIES RELATED TO POTENTIAL RF HEALTH EFFECTS?

Certain agencies in the Federal Government have been involved in monitoring, researching or regulating issues related to human exposure to RF radiation. These agencies include the Food and Drug Administration (FDA), the Environmental Protection Agency (EPA), the Occupational Safety and Health Administration (OSHA), the National Institute for Occupational Safety and Health (NIOSH), the National Telecommunications and Information Administration (NTIA) and the Department of Defense (DOD).

By authority of the Radiation Control for Health and Safety Act of 1968, the Center for Devices and Radiological Health (CDRH) of the FDA develops performance standards for the emission of radiation from electronic products including X-ray equipment, other medical devices, television sets, microwave ovens, laser products and sunlamps. The CDRH established a product performance standard for microwave ovens in 1971 limiting the amount of RF leakage from ovens. However, the CDRH has not adopted performance standards for other RF-emitting products. The FDA is, however, the lead federal health agency in monitoring the latest research developments and advising other agencies with respect to the safety of RF-emitting products used by the public, such as cellular and PCS phones.

The FDA's microwave oven standard is an emission standard (as opposed to an exposure standard) that allows specific levels of microwave energy leakage (measured at five centimeters from the oven surface). The standard also requires ovens to have two independent interlock systems that prevent the oven from generating microwaves if the latch is released or if the door of the oven is opened. The FDA has stated that ovens that meet its standards and are used according to the manufacturer's recommendations are safe for consumer and industrial use. More information is available from: FDA's website for Radiation-Emitting Products.

The EPA has, in the past, considered developing federal guidelines for public exposure to RF radiation. However, EPA activities related to RF safety and health are presently limited to advisory functions. For example, the EPA chairs an Inter-agency Radiofrequency Working Group, which coordinates RF health-related activities among the various federal agencies with health or regulatory responsibilities in this area.

OSHA is part of the U.S. Department of Labor, and is responsible for protecting workers from exposure to hazardous chemical and physical agents. In 1971, OSHA issued a protection guide for exposure of workers to RF radiation [29 CFR 1910.97]. However, this guide was later ruled to be only advisory and not mandatory. Moreover, it was based on an earlier RF exposure standard that has now been revised. At the present time, OSHA uses the IEEE and/or FCC exposure guidelines for enforcement purposes under OSHA's "general duty clause" (for more information see: www.osha.gov/SLTC/radiofrequencyradiation/).

NIOSH is part of the U.S. Department of Health and Human Services. It conducts research and investigations into issues related to occupational exposure to chemical and physical agents. NIOSH has, in the past, undertaken to develop RF exposure guidelines for workers, but final guidelines were never adopted by the agency. NIOSH conducts safety-related RF studies through its Physical Agents Effects Branch in Cincinnati, Ohio.

The NTIA is part of the U.S. Department of Commerce and is responsible for authorizing Federal Government use of the RF electromagnetic spectrum. Like the FCC, the NTIA also has NEPA

ATTACHMENT # 11

responsibilities and has considered adopting guidelines for evaluating RF exposure from U.S. Government transmitters such as radar and military facilities. (Back to Index)

CAN LOCAL AND STATE GOVERNMENTAL BODIES ESTABLISH LIMITS FOR RF EXPOSURE?

In the United States, some local and state jurisdictions have also enacted rules and regulations pertaining to human exposure to RF energy. However, the Telecommunications Act of 1996 contained provisions relating to federal jurisdiction to regulate human exposure to RF emissions from certain transmitting devices. In particular, Section 704 of the Act states that, "No State or local government or instrumentality thereof may regulate the placement, construction, and modification of personal wireless service facilities on the basis of the environmental effects of radio frequency emissions to the extent that such facilities comply with the Commission's regulations concerning such emissions." Further information on FCC policy with respect to facilities siting is available from the FCC's Wireless Telecommunications Bureau (see http://wireless.fcc.gov/siting/). (Back to Index)

WHERE CAN I OBTAIN MORE INFORMATION ON POTENTIAL HEALTH EFFECTS OF RADIOFREQUENCY ENERGY?

Although relatively few offices or agencies within the Federal Government routinely deal with the issue of human exposure to RF fields, it is possible to obtain information and assistance on certain topics from the following federal agencies, all of which also have Internet Web sites.

FDA: For information about radiation from microwave ovens and other consumer and industrial products contact: Center for Devices and Radiological Health (CDRH), Food and Drug Administration. [FDA website for Radiation-Emitting Products]

EPA: The Environmental Protection Agency's Office of Radiation Programs is responsible for monitoring potential health effects due to public exposure to RF fields. Contact: Environmental Protection Agency, Office of Radiation and Indoor Air, Washington, D.C. 20460, (202) 564-9235. [EPA Non-Ionizing Radiation Web Page]

OSHA: The Occupational Safety and Health Administration's (OSHA) Health Response Team has been involved in studies related to occupational exposure to RF radiation. [http://www.osha.gov/SLTC/radiation_nonionizing/index.html]

NIOSH: The National Institute for Occupational Safety and Health (NIOSH) conducts research on RF-related safety issues in workplaces and recommends measures to protect worker health. Contact: NIOSH, Engineering and Physical Hazards Branch, Mail Stop R-5, 4676 Columbia Parkway, Cincinnati, Ohio 45226, or phone 1-513-841-4221. Toll-free public inquiries: 1-800-CDC-INFO (1-800-232-4636), or by email: cdcinfo@cdc.gov. Internet information on workplace RF safety: http://www.cdc.gov/niosh/topics/emf/#rffields.

NCI: The National Cancer Institute, part of the U.S. National Institutes of Health, conducts and supports research, training, health information dissemination, and other programs with respect to the cause, diagnosis, prevention, and treatment of cancer. Contact: NCI Public Inquiries Office, 6116 Executive Boulevard, Room 3036A, Bethesda, MD 20892-8322. [http://www.cancer.gov/cancertopics/factsheet/Risk/cellphones]

Toll-free number: 1-800-4-CANCER (1-800-422-6237).

FCC: Questions regarding potential RF hazards from FCC-regulated transmitters can be directed to the Federal Communications Commission, Consumer & Governmental Affairs Bureau, 445 12th Street, S.W., Washington, D.C. 20554; Phone: 1-888-225-5322; E-mail: rfsafety@fcc.gov; or go to: www.fcc.gov/oet/rfsafety.

In addition to federal government agencies, there are other sources of information regarding RF energy and health effects. Some states and localities maintain non-ionizing radiation programs or, at least, some expertise in this field, usually in a department of public health or environmental control. The following table lists some representative Internet Web sites that provide information on this topic. However, the FCC neither endorses nor verifies the accuracy of any information provided at these sites. They are being provided for information only. (Back to Index)

- **Bioelectromagnetics Society:** http://www.bioelectromagnetics.org/
- **EPA's RadTown USA:** http://www.epa.gov/radtown/
- **International Commission on Non-Ionizing Radiation Protection (ICNIRP Europe):** http://www.icnirp.de/
- **IEEE Committee on Man & Radiation:** http://ewh.ieee.org/soc/embs/comar/
- **Microwave News:** http://www.microwavenews.com/
- **National Council on Radiation Protection & Measurements:** http://www.ncrponline.org/
- **NJ Dept Radiation Protection:** http://www.nj.gov/dep/rpp/nrs/index.htm
- **RFcom (Canada):** http://www.rfcom.ca/welcome/index.shtml
- **Wireless Industry (CTIA):** http://www.ctia.org/
- **World Health Organization (WHO):** http://www.who.ch/peh-emf
- **Germany's EMF Portal:** http://www.emf-portal.de/

For more information on this topic please note:

ATTACHMENT # 11

Federal Communications Commission

Federal Communications Commission

FCC Encyclopedia

Radio Frequency Safety

Many consumer and industrial products make use of some form of electromagnetic energy. Because of its regulatory responsibilities in this area the Federal Communications Commission (FCC) often receives inquiries concerning the potential safety hazards of human exposure to radio-frequency (RF) energy. The information on this page provides answers and information to inquiries regarding RF Safety.

Background

FCC Policy on Human Exposure to Radio frequency Electromagnetic Fields

The FCC is required by the National Environmental Policy Act of 1969,among other things, to evaluate the effect of emissions from FCC-regulated transmitters on the quality of the human environment. Several organizations, such as the American National Standards Institute (ANSI), the Institute of Electrical and Electronics Engineers, Inc. (IEEE),and the National Council on Radiation Protection and Measurements (NCRP) have issued recommendations for human exposure to RF electromagnetic fields. On August 1, 1996, the Commission adopted the NCRP's recommended Maximum Permissible Exposure limits for field strength and power density for the transmitters operating at frequencies of 300 kHz to 100 GHz. In addition, the Commission adopted the specific absorption rate (SAR) limits for devices operating within close proximity to the body as specified within the ANSI/IEEE C95.1-1992 guidelines. (See Report and Order, FCC96-326) The Commission's requirements are detailed in Parts 1 and 2 of the FCC's Rules and Regulations [47 C.F.R. 1.1307(b), 1.1310, 2.1091, 2.1093]. The potential hazards associated with RF electromagnetic fields are discussed in OET Bulletin No. 56, *"Questions and Answers About the Biological Effects and Potential Hazards of Radio frequency Electromagnetic Fields."*

More Info....

3/29/13

FCC Advances Procedures on RF Safety Rules: On March 27, 2013, the FCC voted to advance its review of its various rules pertaining to the implementation of the National Environmental Policy Act (NEPA) requirements related to radiofrequency (RF) emissions from radio transmitters. The FCC has divided this process into three parts: a *Report and Order* (*Order*) and a *Further Notice of Proposed Rulemaking* (*Further Notice*) in ET Docket No. 03-137, and a *Notice of Inquiry* (*Inquiry*) in a new docket, ET Docket No. 13-84. In the *Order* the FCC concludes several technical and semantic issues initiated in 2003 that revise and update its regulations implementing NEPA. In the *Further Notice* the FCC proposes to further update and revise its procedures beyond its 2003 proposals. In the *Inquiry* the FCC requests comment to determine whether its RF exposure limits and policies need to be reassessed. Since consideration of the limits themselves is explicitly outside of the scope of ET Docket No. 03-137, the FCC opens a new docket, ET Docket No. 13-84, with the *Inquiry* to consider these limits in light of more recent developments. The *Inquiry* is intended to open discussion on both the currency of our RF exposure limits and possible policy approaches regarding RF exposure. While the FCC has continuously monitored research and conferred with experts in this field, and is confident in its RF exposure guidelines and the soundness of the basis for its rules, it is a matter of good government to periodically reexamine regulations and their implementation. The FCC looks forward to developing a complete record by soliciting the input of qualified expert agencies and organizations and the public, to determine whether the current rules and policies should remain unchanged, or should be relaxed or tightened.
Report & Order: Word | Acrobat

More RF Safety related releases.....

Frequently Asked Questions (FAQ)

Human Exposure to RF

ATTACHMENT # 11

- Radio frequency Energy FAQs This section contains answers to the most frequently asked questions receive d by the Commission concerning RF fields and their application. Also, see OET Bulletin 56 and a brief addendum (added in 1997) regarding guidelines for evaluating human exposure.

Consumer Facts:

- Cell Phones: Wireless Devices and Health Concerns
- Towers: Cellular and PCS sites
- Human Exposure from Vehicle Mounted Antennas
- General Wireless Device FAQ's

Cellular Telephone Specific Absorption Rate (SAR)

The SAR is a value that corresponds to the relative amount of RF energy absorbed in the head of a user of a wireless handset. The FCC limit for public exposure from cellular telephones is an SAR level of 1.6 watts per kilogram (1.6 W/kg). Specific Absorption Rate (SAR) for Wireless Phones and Devices Available at FCC Web Site. Please see the SAR information page on the Consumer & Governmental Affairs Bureau for links to cellular phone manufacturers.

More Info...

OET RF Safety Publications

OET Bulletin No. 56: *Questions and Answers About Biological Effects Potential Hazards of Radio frequency Electromagnetic Fields (Fourth Edition, August 1999)*

This is an informative bulletin written as a result of increasing interest and concern of the public with respect to this issue. The expanding use of radio frequency technology has resulted in speculation concerning the alleged "electromagnetic pollution" of the environment and the potential dangers of exposure to non-ionizing radiation. This publication is designed to provide factual information to the public by answering some of the most commonly asked questions.

OET Bulletin No. 65: *Evaluating Compliance With FCC Guidelines for Human Exposure to Radio frequency Electromagnetic Fields*

This technical bulletin was issued to provide guidance in the implementation of the Commission's new exposure limits and policies. The bulletin provides acceptable methods of determining compliance Commission limits through the use of mathematical and empirical models.

- Supplement A: Additional Information for Radio and Television Broadcast Stations
- Supplement B: Additional Information for Amateur Radio Stations
- Supplement C: Additional Information for Evaluating Compliance of Mobile and Portable Devices with FCC Limits for Human Exposure to Radio frequency Emissions

A Local Government Official's Guide to Transmitting Antenna RF Emission Safety: Rules, Procedures, and Practical Guidance. The LSGAC and the FCC have developed this guide to aid local governmental officials and citizens in understanding safety issues related to radio frequency emissions from telecommunications towers. [Word97 | Acrobat | News Release]

Software

FM Model for Windows Software Program
FM Model, a program created by Commission staff, is based on a model originally developed by the EPA, to predict ground-level RF power density in the vicinity of towers supporting FM radio broadcast antennas. This model has been found to be very useful for applications when it is desired to predict RF field levels on the ground near simple FM radio installations. If you have any questions about this program please contact the RF Safety Program.

RF Safety Quick Links

FDA Website

Visit the FDA consumer information wireless phone website.

RF Safety bulletins

ATTACHMENT # 11

Bulletin 56 *Questions and Answers about Biological Effects and Potential Hazards of Radio frequency Electromagnetic Fields*

Bulletin 65 *Evaluating Compliance With FCC Guidelines for Human Exposure to Radio frequency Electromagnetic Fields*

Federal Communications Commission
445 12th Street SW, Washington, DC 20554
Phone: 1-888-225-5322
TTY: 1-888-835-5322
Fax: 1-866-418-0232
Contact Us

Privacy Policy
Moderation Policy
Website Policies & Notices
Required Browser & Plug-ins
FOIA
No Fear Act Data
FCC Digital Strategy
Open Government Directive
Plain Writing Act
2009 Recovery and Reinvestment Act
RSS Feeds & Email Updates

ATTACHMENT # 12

July 1, 2013

Gadsden County
Department of Planning & Community Development
Anthony Matheny, Planning & Community Development Director
1-B East Jefferson Street
Post Office Box 1799
Quincy, Florida 32353-1799

RE: Proposed Telecommunication Tower located at 39 Schwall Road, Havana, Florida 32333

Dear Mr. Matheny:

We reside at 219 Schwall Road (Parcel # 2-11-3N-2W-0000-00310-0000) and understand that Florida Telecom Services, LLC is proposing a 220 foot self-support telecommunication tower at 39 Schwall Road (Parcel # 2-11-3N-2W-0000-00340-0000). Please accept this letter from us as an acknowledgement that we understand that the tower will be constructed approximately 482 feet from our property line and another 1,050 feet to the closest structure on our property and that we have no objections to the construction of the aforementioned tower at 39 Schwall Road. We also understand that the tower will be lit pursuant to Federal Communications Commission / Federal Aviation Administration regulations.

Sincerely,

B.R. Hitson

B.R. Hitson

STATE OF FLORIDA
COUNTY OF GADSDEN

On July 1, 2013, before me, _____, Notary Public, personally appeared _____, for B.R. Hitson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

_____ (SEAL)
Notary Public

My commission expires: 4/15/16

ENSWORTH V. BLYDEN
Commission # EE 189127
Expires April 15, 2016
Bonded Thru Troy Fain Insurance 800-385-7019

Martha S. Hitson

Martha S. Hitson

STATE OF FLORIDA
COUNTY OF GADSDEN

On July 1, 2013, before me, _____, Notary Public, personally appeared _____, for Martha S. Hitson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

_____ (SEAL)
Notary Public

My commission expires: 4/15/16

ENSWORTH V. BLYDEN
Commission # EE 189127
Expires April 15, 2016
Bonded Thru Troy Fain Insurance 800-385-7019

Gadsden County Board of County Commissioners
Planning Commission Regular Meeting

MINUTES

Thursday, August 15, 2013
6:00p.m.
Board of County Commissioners Meeting Room
7 East Jefferson Street
Quincy, Florida

Present: **Commissioner Regina Davis, At - Large Member, Chair**
Commissioner Edward Allen, Vice – Chair
Commissioner Dr. Gail Bridges – Bright (arrived late)
Commissioner Diane Sheffield (arrived late)
Commissioner Larry Ganus
Commissioner Mari VanLandingham (absent)
Commissioner David Tranchand
Commissioner Frank Rowan
Commissioner William Chukes
Commissioner Ed Dixon (arrived late)
Commissioner Catherine Robinson (absent)
Commissioner Isaac Simmons, School Board Representative
Jill Jeglie, Interim Planning & Community Development Director
Willie Brown, Principal Planner
Beryl H. Wood, Deputy Clerk

1. **PLEDGE OF ALLEGIANCE**

Chair Davis called the meeting to order at 6:10 p.m. with a quorum and led in the Pledge of Allegiance to the U.S. flag.

2. **INTRODUCTION OF MEMBERS/ROLL CALL**

Each member present stated his or her name and district for the record.

3. **Approval of Minutes:**

- **June 27, 2013**

UPON MOTION BY COMMISSIONER TRANCHAND AND SECOND BY COMMISSIONER ROWAN, THE COMMISSION VOTED 7 – 0, BY VOICE VOTE, FOR APPROVAL OF THE JUNE 27, 2013 WITH NECESSARY CORRECTIONS.

Commissioner Dr. Gail Bridges – Bright arrived at this juncture of the meeting.

by the City Fire Chief and the Planning Commission.

Commissioner Tranchand motion to approve Option 1 and it was seconded by Commissioner Rowan.

Commissioner Dixon questioned if the Fire Marshall could give 2 inspections, at least two.

Mr. Pons said he has no problem with additional inspections.

It was later determined the wording read at least two inspections, so there was no need for amendment to the motion.

UPON MOTION BY COMMISSIONER TRANCHAND AND SECOND BY COMMISSIONER ROWAN, THE COMMISSION VOTED 9 – 1, BY VOICE VOTE, TO APPROVE OPTION 1 AS STATED ABOVE. (COMMISSIONER GANUS OPPOSED THE MOTION.)

6. **PUBLIC HEARING (Quasi-Judicial) – Florida Telecom Services, L.L.C. (SP-2013-05)** – Preliminary Site Plan Approval for PID#2-11-3N-2W-0000-00340-0000. A Public Hearing to consider approval of a preliminary site plan with deviations from supporting lattice telecommunication tower at 39 Schwall Road at the Peavy and Son Construction within the Industrial Land Use District. (BOCC 09/17/2013)

Mr. Willie Brown, Principal Planner for the County was sworn by deputy clerk and gave overview. John L. Ruth, Managing Member of Florida Telecom Services as agent, is requesting Preliminary Site Plan approval with four deviations to allow a 220-foot Self Supporting Lattice Tower within a 70-foot by 50-foot leased area enclosed by a 6-foot fence and evergreen landscaping on Peavy and Son Construction site at 39 Schwall Road (Parcel Tax ID#2-11-3N-2W-0000-00340-0000). Deviations from Subsections 5805 (A).1, 5805 (A).2, 5805 (B).2, and 5806 (A).3 are required for approval of the is application. The overall site consists of twenty (20) acres and is designated "Industrial" on the County's Future Land Use map.

He said this was a Class II, Type II review of a site plan (Subsection 7202.A). The action is considered a quasi-judicial action in conjunction with the advertised public hearing as a Type II action per Subsection 7202 of the Gadsden County Land Development Code (LDC). Per Subsection 7501, a public hearing notice has been mailed to all property owner within 1000-feet of the property. The public notice requirement s of Subsection 7501 of the LDC have been met. A Citizen's Bill of Rights meeting has been held.

He then disclosed the requested deviations from the Gadsden County Land Development Code (LDC). The applicant is requesting a total of four (4) deviations from Subsections 5805 (Location) and Subsection 5806 (Proximity to Parcels of Land with Residences) of the LDC as follows:

1. Subsection 5805 (A).1 requires that publicly owned lands be considered for tower development before privately owned lands are developed upon. The nearest county

owned parcel is 1.69 miles away and is located on McNair Road on parcel# 2-13-3N-2W-1533-00000-0001. In a letter dated July 12, 2013 from the agent's RF Engineer to the Gadsden County Planning Director, the applicant states that the nearest county owned parcel is not located within a radius identified to satisfy needed coverage gaps for the northeast area of the county.

2. Subsection 5805 (A).2 requires that existing towers be considered before tower development on new sites are developed upon. The applicant also states in the letter referred to above that the nearest existing privately owned tower is more than two (2) miles away and will not satisfy needed coverage gaps in the area.
3. Subsection 5805(b).1 states that proposed tower sites with 0.5 miles of a Rural Residential District is not permitted. The applicant is requesting a deviation from this requirement because the proposed site satisfies its RF Engineer's coverage gap criteria for the area. The nearest Rural Residential District is 585 feet from the subject leased property, and the nearest resident within a Rural Residential District is 1,950 feet away.
4. Subsection 5806(A).3 requires that towers that are lit at night with red lights shall be at least 7x's the height of the tower from property lines of parcels of land which a residence is located. Florida Telecom is proposing a north property line setback of 2.5x's the height of the tower or 550 feet. The nearest residential structure is 1.950 feet away, and the Federal Aviation Administration (FAA) and Federal Communication Commission (FCC) require towers that are over 200 feet be lit at night with red lights.

He then recommended Option 1: approval of the Florida Telecom Service Preliminary Site Plan (Sp-2013-05) to allow a 220-foot Self Supporting Lattice Tower with a 20-foot access easement, 6-foot surrounding fence and landscape with 6-foot Red Maple Trees and 30-inch Vibernum Hedges on a leased site 3,500 square feet in area on the Peavy and Son Construction site at 39 Schwall Road on parcel #2-11-3N-2W-0000-000340-0000 as permitted by Subsection 5811 (H) of the Land Development Code based on findings in this agenda report and with the following conditions:

a. Applicant will comply with the conditions of the County Environmental Compliance Review Specialist as follows:
   i. The word "Evergreen" should be removed from sheet L-I of the Landscape Plan because the proposed "Red Maple" plant material is not an evergreen plant or change the plant material type.
   ii. Remove "Note 2" on Sheet L-1 of the Landscape Plan. Grow bags are permitted as and alternative irrigation method in place of an automated underground irrigation system and is more cost effective.
   iii. Insert close-out requirements on page T-1 of the site plan from Chapter 6, Subsection 6102 (Design Standards), of the Land Development Code under "Scope of Work", or "Construction Notes". Thus, once construction of all required improvements are completed, the applicant shall furnish the County Engineer with "As-Built" plans and profiles which must be prepared by a Licensed Land Surveyor or Engineer.

b. Deviations granting a waiver from the requirements of Subsection 5805(A).1; Subsection 5805(A).2, Subsection 5805(B).1; and Subsection 5806(A).3 based on the "Analysis and Findings" contained within this report and criteria consistent with Subsection 5811(H) as follows:

   i. Deviation to waiver from the requirement that towers not be located within 0.5 mile radius of the Rural Residential District.
   ii. Deviation to waive requirement that towers that are lit at night with red lights be at least 7x's the height of the tower from property lines of parcels of land with a residence.
   iii. Deviation to waive requirement that towers be located on publicly owned lands.
   iv. Deviation to waive requirement that towers be located on existing towers in the area.

Commissioner Tranchand asked what a rollback was. He asked would it deteriorate.

Commissioner Dixon asked would the light strode.

Commissioner Allen asked about the setback.

Chair Davis called for public comment. All were sworn by the deputy clerk before proceeding with discussions.

- **Marion Lasley**, 5 Dante Court, discussed concerns about deviations. She questioned the density of the rural residential was. "According to my figures of 585ft and the code requires 2040 that's a significant difference. Height of tower from property line. Red lights flashing would be annoying." She said there was a capability problem and mentioned there was no sign on Hwy 27.
- **Annie McBride**, 17 Schwall Road, discussed concerns on health associated with the towers. She asked why they are being allowed the 4 deviations. She also discussed the precautionary issues. She said the burden of truth should be on applicant not citizens. She also had problems with notification. She asked for some type of study associated with the towers to ease health concerns.

  Commissioner Chukes asked how many showed up to the Citizens Bill of Rights.

  Mrs. McBride said there were only 4.

- **Michael Dorian**, mentioned the FCC was very hard to work with. He said when they wrote codes they weren't allowed to talk about safety concerns. He asked Mr. Brown if towers fell could they land near residences.

  Mr. Brown responded no; with the height even if it collapsed at full length it would not fall near residences.

- **Roberta Moore**, Planning Consultant, said there would be a blinking light. She commented notification was provided in the Havana Herald, she said the requirement was only once, but they did it twice and sent notification for a ½ mile for citizens. About 93 mail outs. She said for health concerns of telecommunication towers they are directed to FCC to go to their website. She stated FCC would not allow them to answer questions concerning the towers.

  Commissioner Sheffield said they would have white lights during the day.

  Commissioner Ganus commented only a 1000ft would be notified.

  Mr. Brown said mailings were mailed ten days prior to meeting,

  Mrs. Jeglie, said the Citizen's Bill of Rights, does not require posting, but mail-outs and 3 papers, Regular Meeting all was posted.

  Commissioner Allen said if they turned down enough request regarding towers FCC would come out answer questions regarding the towers.

- **John Ruth**, Managing Member of Florida Telecom Services, said he would love to answer questions concerning health. However, FCC forbids. He said the FCC website is full of information. He said this was due to him not being an expert concerning these issues, so FCC won't allow us to answer questions.

  Commissioner Sheffield asked was this is new development design.

  Mr. Ruth said it was not.

  Commissioner Dixon asked would the light strode or not.

  Mr. Ruth commented it appears to be blinking.

  Commissioner Ganus what process did you use, to pick location.

  Mr. Ruth said the carriers chose the spot.

  Commissioner Chukes voiced his problem is with health concerns.

  Mr. Brown said there are 46 existing towers already in Gadsden County. He said legally we can only discuss the 4 legal deviations.

  Commissioner Allen motioned and it was seconded by Commissioner Simmons, to table

ATTACHMENT # 13

the approval of Florida Telecom Services until they could visit web site concerning health related concerns.

Commissioner Chukes and Dixon voiced concerns.

Chair Davis voiced the motion before them does not deal with the legality.

Commissioner Allen withdrew the motion.

Commissioner Dixon seconded by Commissioner Sheffield motioned to approve option 1.

Commissioner Tranchand voiced concerned with all the variances and said it may be precedent setting.

Commissioner Rowan said staff has researched and he agrees with them.

Commissioner Dixon called the question.

UPON MOTION BY COMMISSIONER DIXON AND SECOND BY COMMISSIONER SHEFFIELD, THE COMMISSION VOTED 6 – 4, BY VOICE VOTE, FOR APPROVAL OF OPTION 1 AS STATED ABOVE. (COMMISSIONER'S GANUS, TRANCHAND, ALLEN AND CHUKES OPPOSED THE MOTION.) MOTION PASSED.

Chair Davis mentioned that this would be forwarded to the Board of County Commission and they could address additional concerns there.

7. **PUBLIC HEARING (Quasi-Judicial) – V-Stop Variance Request (Douglas City L.L.C.) (V-2013-01) –** Variance approval is requested for PID#3-09-2N-4W-0000-00212-0100 located at 16854 Blue Star Highway, Quincy, to consider three variance to allow the expansion and replacement of an existing 912+/- square foot canopy with a 2,050 square foot canopy and two gasoline dispensers. Variances are requested to the roadway and corridor road setbacks. (BOCC 09/17/2013)

Jill Jeglie was sworn by deputy clerk, she then discussed the V-Stop Variance Request. Douglas City LLC, The applicant, with Ed Hinson as the representative, request three (3) variances from the Gadsden County Land Development Code (LDC). These variances are necessary to allow the applicant to expand and replace the existing canopy over two (2) new gasoline dispensers at their convenience store and gasoline station located at 16854 Blue Star Highway, Quincy, Florida 32351, Tax Parcel ID #3-0-2N-4W-0000-00212-0100. The following variances are requested:

- Major Collector Setback – A variance request is proposed to reduce the required 110' foot setback from the centerline of S.R. 12 (Greensboro Highway) right-of-way (r-o-w), a major

ATTACHMENT # 14

1-800-227-2345www.cancer.org

American Cancer Society® THE OFFICIAL SPONSOR OF BIRTHDAYS.®

PRINT CLOSE

Cellular Phone Towers

Cellular (cell) phones first became widely available in the United States in the 1990s, but since then their use has increased dramatically. The widespread use of cell phones has led to cell phone towers being placed in many communities. These towers, also called *base stations*, have electronic equipment and antennas that receive and transmit radiofrequency (RF) signals.

How do cellular phone towers work?

Cell phone base stations may be free-standing towers or mounted on existing structures, such as trees, water tanks, or tall buildings. The antennas need to be high enough so they can adequately cover the area. Base stations are usually from 50-200 feet high.

Cell phones communicate with nearby cell towers mainly through radiofrequency (RF) waves, a form of energy in the electromagnetic spectrum between FM radio waves and microwaves. Like FM radio waves, microwaves, visible light, and heat, they are forms of non-ionizing radiation. This means they cannot cause cancer by directly damaging DNA. RF waves are different from stronger types of radiation such as x-rays, gamma rays, and ultraviolet (UV) light, which can break the chemical bonds in DNA.

At very high levels, RF waves can heat up body tissues. (This is the basis for how microwave ovens work.) But the levels of energy used by cell phones and towers are much lower.

When a person makes a cell phone call, a signal is sent from the phone's antenna to the nearest base station antenna. The base station responds to this signal by assigning it an available radiofrequency channel. RF waves transfer the voice information to the base station. The voice signals are then sent to a switching center, which transfers the call to its destination. Voice signals are then relayed back and forth during the call.

How are people exposed to the energy from cellular phone towers?

As people use cell phones to make calls, signals are transmitted back and forth to the base station. The RF waves produced at the base station are given off into the environment, where people can be exposed to them.

The energy from a cellular phone tower antenna, like that of other telecommunication antennas, is directed toward the horizon (parallel to the ground), with some downward scatter. Base station antennas use higher power levels than other types of land-mobile antennas, but much lower levels than those from radio and television broadcast stations. The amount of energy decreases rapidly with increasing distance from the antenna. As a result, the level of exposure to radio waves at ground level is very low compared to the level close to the antenna.

Public exposure to radio waves from cell phone tower antennas is slight for several reasons. The power levels are relatively low, the antennas are mounted high above ground level, and the signals are transmitted intermittently, rather than constantly.

At ground level near typical cellular base stations, the amount of RF energy is thousands of times less than the limits for safe exposure set by the US Federal Communication Commission (FCC) and other regulatory authorities. It is very unlikely that a person could be exposed to RF levels in excess of these limits just by being near a cell phone tower.

When a cellular antenna is mounted on a roof, it is possible that a person on the roof could be exposed to RF levels greater than those typically encountered on the ground. But even then, exposure levels approaching or exceeding the FCC safety guidelines are only likely to be found very close to and directly in front of the antennas. If this is the case, access to these areas should be limited.

The level of RF energy inside buildings where a base station is mounted is typically much lower than the level outside, depending on the construction materials of the building. Wood or cement block reduces the exposure level of RF radiation by a factor of about 10. The energy level *behind* an antenna is hundreds to thousands of times lower than in front. Therefore, if an antenna is mounted on the side of a building, the exposure level in the room directly behind the wall is typically well below the recommended exposure limits.

ATTACHMENT # 14

Do cellular phone towers cause cancer?

Some people have expressed concern that living, working, or going to school near a cell phone tower might increase the risk of cancer or other health problems. At this time, there is very little evidence to support this idea. In theory, there are some important points that would argue against cellular phone towers being able to cause cancer.

First, the energy level of radiofrequency (RF) waves is relatively low, especially when compared with the types of radiation that are known to increase cancer risk, such as gamma rays, x-rays, and ultraviolet (UV) light. The energy of RF waves given off by cell phone towers is not enough to break chemical bonds in DNA molecules, which is how these stronger forms of radiation may lead to cancer.

A second issue has to do with wavelength. RF waves have long wavelengths, which can only be concentrated to about an inch or two in size. This makes it unlikely that the energy from RF waves could be concentrated enough to affect individual cells in the body.

Third, even if RF waves were somehow able to affect cells in the body at higher doses, the level of RF waves present at ground level is very low – well below the recommended limits. Levels of energy from RF waves near cell phone towers are not significantly different from the background levels of RF radiation in urban areas from other sources, such as radio and television broadcast stations.

For these reasons, most scientists agree that cell phone antennas or towers are unlikely to cause cancer.

Studies in people

Very few human studies have focused specifically on cellular phone towers and cancer risk.

In one large study, British researchers compared a group of more than 1,000 families of young children with cancer against a similar group of families of children without cancer. They found no link between a mother's exposure to the towers during pregnancy (based on the distance from the home to the nearest tower and on the amount of energy given off by nearby towers) and the risk of early childhood cancer.

In another study, researchers compared a group of more than 2,600 children with cancer to a group of similar children without cancer. They found that those who lived in a town that could have exposed them to higher than average RF radiation from cellular phone towers in the previous 5 years had a slightly higher risk of cancer, although not of any certain type of cancer (like leukemia or brain tumors). This study estimated the children's possible exposure based on the number of towers in their town and how strong the signals were from the towers. It did not look at actual exposure of any individual child based on how far their home or school was from a tower.

One study looked for signs of DNA and cell damage in blood cells as a possible indicator of cancer-causing potential. They found that the damage was no worse in people who lived near a cell phone tower as compared with those didn't.

The amount of exposure from living near a cell phone tower is typically many times lower than the exposure from using a cell phone. About 30 studies have looked at possible links between cell phone use and tumors in people. Most studies to date have not found a link between cell phone use and the development of tumors, although these studies have had some important limitations. This is an area of active research. For more information, see the document, ***Cellular Phones***.

Studies done in the lab

Laboratory studies have looked at whether the types of RF waves used in cell phone communication can cause DNA damage. Most of these studies have supported the idea that the RF waves given off by cell phones and towers don't have enough energy to damage DNA directly.

Some scientists have reported that the RF waves may produce other effects in human cells (in lab dishes) that might possibly help tumors grow. However, these studies have not been verified, and these effects weren't seen in a study that looked at the blood cells from people living near a cellular phone tower.

Several studies in rats and mice have looked at whether RF energy might promote the development of tumors caused by other known carcinogens (cancer-causing agents). These studies did not find evidence of tumor promotion. Research in this area continues.

What expert agencies say

About cell phone towers

ATTACHMENT # 14

The 3 expert agencies that usually classify cancer-causing exposures (carcinogens) – the International Agency for Research on Cancer (IARC), the National Toxicology Program (NTP), and the US Environmental Protection Agency (EPA) – have not classified cell phone towers as to their cancer-causing potential.

The **US Federal Communications Commission** (FCC) has said this about cell phone towers near homes or schools:

"Radiofrequency emissions from antennas used for cellular and PCS [personal communications service] transmissions result in exposure levels on the ground that are typically thousands of times below safety limits. These safety limits were adopted by the FCC based on the recommendations of expert organizations and endorsed by agencies of the Federal Government responsible for health and safety. Therefore, there is no reason to believe that such towers could constitute a potential health hazard to nearby residents or students."

About RF radiation

Some of the agencies that classify cancer-causing exposures have, however, made statements about radiofrequency radiation.

The **International Agency for Research on Cancer (IARC)** has classified RF fields as "possibly carcinogenic to humans," based on limited evidence of a possible increase in risk for brain tumors among cell phone users, and inadequate evidence for other types of cancer. (For more information on the IARC classification system, see our document, ***Known and Probable Human Carcinogens.***) IARC also noted that exposure to the brain from RF fields from cell phone base stations (mounted on roofs or towers) is less than 1/100th the exposure to the brain from mobile devices such as cell phones.

The **Environmental Protection Agency** (EPA) states:

"Exposure to radio frequency (RF) radiation has climbed rapidly with the advent of cell phones and other wireless technologies. Studies of the link between exposure to RF and to electric and magnetic frequency (EMF) radiation have found RF and EMF to be 'potential carcinogens,' but the data linking RF and EMF to cancer is not conclusive. World wide, health physicists (scientists who study the biological effects of radiation) continue to study the issue."

Do cellular phone towers cause any other health problems?

High levels of RF waves can cause a warming of body tissues, but the energy levels on the ground near a cell phone tower are far below the levels needed to cause this effect. So far, there is no evidence in published scientific reports that cell phone towers cause any other health problems.

Can I limit my exposure?

Cell phone towers are not known to cause any health effects. But if you are concerned about possible exposure from a cell phone tower near your home or office, you can ask a government agency or private firm to measure the RF field strength near the tower (where a person could be exposed) to ensure that it is within the acceptable range.

What should I do if I've been exposed to cellular phone towers?

There is no test to measure whether you have been exposed to RF radiation from cellular phone towers. But as noted above, most researchers and regulatory authorities do not believe that cell phone towers pose health risks under ordinary conditions. If you have additional health concerns, you might want to talk with your doctor.

Additional resources

More information from your American Cancer Society

The following related information may also be helpful to you. These materials may be viewed on our Web site or ordered from our toll-free number, at 1-800-227-2345.

Cellular Phones

Does This Cause Cancer?

Known and Probable Human Carcinogens

Radiation Exposure and Cancer

ATTACHMENT # 14

National organizations and Web sites*

In addition to the American Cancer Society, other sources of information and support include:

Environmental Protection Agency
Home page: **www.epa.gov**
Understanding radiation: **www.epa.gov/radiation/understanding-radiation-overview.html**

Federal Communications Commission
RF Safety Program, Office of Engineering and Technology
Web site: **www.fcc.gov/oet/rfsafety**

Food and Drug Administration
Home page: **www.fda.gov**
Radiation-emitting products: Cell phones: **www.fda.gov/Radiation-EmittingProducts/RadiationEmittingProductsandProcedures/HomeBusinessandEntertainment/CellPhones/default.htm**

National Cancer Institute
Toll-free number: 1-800-422-6237 (1-800-4-CANCER)
Home page: **www.cancer.gov**
Cellular telephone use and cancer risk: **www.cancer.gov/cancertopics/factsheet/Risk/cellphones**

National Institute of Environmental Health Sciences
Home page: **www.niehs.nih.gov**
Electric and magnetic fields: **www.niehs.nih.gov/health/topics/agents/emf/index.cfm**

World Health Organization
Electromagnetic fields and public health: base stations and wireless technologies
Web site: **www.who.int/mediacentre/factsheets/fs304/en/index.html**

** Inclusion on this list does not imply endorsement by the American Cancer Society*

No matter who you are, we can help. Contact us anytime, day or night, for information and support. Call us at 1-800-227-2345 or visit **www.cancer.org**.

References

ANSI-C95.1, 1982, American National Standards Institute. American national standard safety levels with respect to human exposure to radiofrequency electromagnetic fields, 300 kHz to 100 Ghz. New York: IEEE.

Baan R, Grosse Y, Lauby-Secretan B, El Ghissassi F, Bouvard V, Benbrahim-Tallaa L, Guha N, Islami F, Galichet L, Straif K; WHO International Agency for Research on Cancer Monograph Working Group. Carcinogenicity of radiofrequency electromagnetic fields. *Lancet Oncol*. 2011 Jul;12(7):624-626.

Elliott P, Toledano MB, Bennett J, et al. Mobile phone base stations and early childhood cancers: case-control study. *BMJ*. 2010;340:c3077. [Epub]

Federal Communications Commission, Office of Engineering and Technology. Radio Frequency Safety. 6/25/2012. Accessed at **www.fcc.gov/oet/rfsafety/rf-faqs.html on January 16**, 2013.

IEEE-C95.1, 1991, Institute of Electrical and Electronics Engineers, Inc. Safety levels with respect to human exposure to radio frequency electromagnetic fields, 3 kHz to 300 Ghz. Piscataway, NJ: IEEE.

IEEE: Institute of Electrical and Electronics Engineers, Inc. Human exposure to RF emissions from cellular radio base station antennas; Washington, DC: 1992.

ICNIRP: International Commission on Non-Ionizing Radiation Protection. Health Issues related to the use of hand-held radiotelephones and base transmitters. *Health Physics*. 1996;70:587-593.

IRPA, 1988, International Radiation Protection Association. Guidelines on limits of exposure to radio frequency electromagnetic fields. IEEE United States Activities, COMAR, Washington, DC.

Li CY, Liu CC, Chang YH, Chou LP, Ko MC. A population-based case-control study of radiofrequency exposure in relation to childhood neoplasm. *Sci Total Environ*. 2012 Oct 1;435-436:472-478.

NCRP, 1986, National Council on Radiation Protection. Biological effects and exposure criteria for radiofrequency electromagnetic fields. Report 86, (Bethesda, MD: National Council on Radiation Protection and Measurements) pp. 1-382.

ATTACHMENT # 14

Röösli M, Frei P, Mohler E, Hug K. Systematic review on the health effects of exposure to radiofrequency electromagnetic fields from mobile phone base stations. *Bull World Health Organ*. 2010 Dec 1;88(12):887-896F.

Rothman KJ, Chung-Kwang C, Morgan R, et al. Assessment of cellular telephone and other radio frequency exposure for epidemiologic research. *Epidemiology*. 1996;7:291-298.

United States Environmental Protection Agency. RadTown USA: Basic Information. Accessed at http://www.epa.gov/radtown/basic.html on January 18, 2013.

Valberg PA. Radio frequency radiation (RFR): the nature of exposure and carcinogenic potential. *Cancer Causes Control*. 1997;8:323-332.

Wolf R, Wolf D. Increased incidence of cancer near a cell-phone transmitter station. *Int J Cancer Prevention* 2004;1:123-128.

Yildirim MS, Yildirim A, Zamani AG, Okudan N. Effect of mobile phone station on micronucleus frequency and chromosomal aberrations in human blood cells. *Genet Couns*. 2010;21(2):243-51.

Last Medical Review: 01/31/2013
Last Revised: 01/31/2013

Board of County Commissioners
Agenda Request

Date of Meeting: October 15, 2013

Date Submitted: September 30, 2013

To: Honorable Chairperson and Members of the Board

From: Robert Presnell, County Administrator
Allara Gutcher, Planning & Community Development Director

Subject: Family Homestead Subdivision Information Update

Statement of Issue:

This Agenda Item is informational purposes only to advise the Board that staff plans to present a land development code amendment to the Planning Commission to further Comprehensive Plan Policy 1.1.6 regarding Family Homestead Subdivision. The Family Homestead Subdivision will allow a property owner to gift up to three (3), minimum of three (3) acre in size parcels, in the Agricultural Future Land Use Category to family members. It is recommended that moving forward this process be referred to as a Family Homestead Subdivision (FHS).

Background:

Until September 2, 2008, the Gadsden County Land Development Code (LDC) allowed the creation of up to three (3), one (1) acre minimum in size parcels, to be deeded as a homestead to an 'immediate family member' regardless of the density of Agricultural land use assigned to the parcel (Section 6600). These Immediate Family Exception (IFE) parcels could not be sold outside of the defined immediate family. The creation of IFE parcels expired on September 2, 2008. However, Policy 1.1.6 of the Comprehensive Plan and §163.3179, Florida Statutes, provide for family homesteads. In 2013 the Board approved an amendment allowing the sale of IFE parcels outside of the immediate family after five (5) years.

Over five (5) years have passed since the IFE expired. Looking back it appears that there is still a considerable benefit in allowing family homesteads to be created from Agricultural designated parcels.

Analysis:

Florida Statutes provides that a local government "may include in its comprehensive plan a provision allowing the use of a parcel of property solely as a homestead by an individual who is the grandparent, parent, stepparent, adopted parent, sibling, child, stepchild, adopted child, or grandchild of the person who conveyed the parcel to said individual." Gadsden County has adopted Policy 1.1.6 which in part states: "land use categories shall not exceed the established

dwelling units/acreage ratios except that transfer of property to immediate family members (parents, grandparents, children, siblings, etc.) is allowable provided that adequate public facilities with sufficient levels of service are available along with other applicable requirements of the comprehensive plan for land development." To further this policy, it will be proposed the LDC be amended to include new language regarding the family homestead issue.

It is recommended that family homestead parcels be required to be larger than the one (1) acre parcels previously allowed to be created under the IFE. Therefore it is proposed that the LDC be amended to include Family Homestead Subdivision which allows the creation of up to three (3) parcels with a minimum of three (3) acre in size, in the Agricultural Land Use Category.

Options:

1. Board discussion only.

BOARD OF COUNTY COMMISSIONERS
GADSDEN COUNTY

Agenda Request

Date of Meeting: October 15, 2013

Date Submitted: October 2, 2013

To: Honorable Chairperson and Members of the Board

From: Robert M. Presnell, County Administrator
Phyllis R. Moore, SHIP Administrator

Subject: Approval and Signature(s) for Satisfaction of Special Assessment Lien(s)
State Housing Initiative Partnership (SHIP) Program
Gadsden County Emergency Repair (ER) Program

Statement of Issue:

This agenda items seeks the Board of County Commissioner's approval and signatures to satisfy the Special Assessment Lien(s) that were agreed upon by the Homeowner and Community Development State Housing Initiative Partnership (SHIP) Rehabilitation Program.

Background:

The loan is funded by the State Housing Initiative Partnership (SHIP) Program through the State of Florida or the Gadsden County Board of County Commissioners and does not require repayment. Repayment of the loan, when required, is based upon the prorated principal balance for the term of the loan that has not expired. The Owner and the Gadsden County Community Development SHIP Housing Rehabilitation Program has agreed that the owner shall remain in the house for a full (5) five-year period at no annual rate of interest and once the (5) five-year period is completed the lien would be forgiven and satisfied. The same with the BOCC (ER) Emergency Repair Program the Owner has agreed to remain in the house a full (2) two-year period at no annual rate of interest. The homeowner(s) are required to pay the fees to have the lien recorded and the Clerk of Courts office and the Community Development office will provided them a copy of the recorded document and keep the original in homeowners file.

Analysis:

As agreed upon by the Owner and the Gadsden County Community Development Housing Rehabilitation Program (SHIP) or BOCC ER Program; the owner has completed the full (5) five year term and the lien is due to be forgiven and satisfied.

Fiscal Impact:
NONE

Options:

Options: 1. Approve and Sign Lien Satisfaction(s) for homeowner that was serviced under the Gadsden County SHIP Program/ER Program

Option 2. Do Not Approve and Sign Lien Satisfaction(s).

Option 3. Board Direction

Interim County Administrator Recommendation:

Option 1

Attachments:

Liens:

-Lucretia Dison
-Nancy Ceasor
-Maggie Dudley
-Emma Gray
-Annie B. Gibson
-Ella Griffin
-Bernice Wilson
-Wynetta White
-Mattie West
-Sally Todd
-Olivia Taswell
-Winifred & Deborah Stokes
- Rosa L. Sweet
- Sharon Smith
- Mary Kelly
- Roosevelt Harvin
- Lessie Simmons
- Ruthie Smith
-Ruthie Smith
-Jerelean Richardson
-James Lee
- Martha Hicks
-Jimmy L. & Mary Johnson

SATISFACTION OF HOUSING REHABILITIATION AGREEMENT

THE GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, QUINCY, FLORIDA, the holder of that certain Housing Rehabilitation Agreement and Special Assessment Lien dated: February 08, 2010 by and between LUCRETIA DIXON, 134 West Franklin Street, Quincy, Florida 32351, as the Owner-Occupant, and the said **GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, QUINCY, FLORIDA,** by through and as its **HOUSING REHABILITATION PROGRAM,** which said lien is recorded in Official Records Book: O.R. Book 735 at Page 146, of the public records of Gadsden County, Florida do hereby on this 2nd day of October 2013, acknowledge full payment of said lien and authorize Clerk to cancel the same record.

GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, GADSDEN COUNTY, FL

_____

Chairman, Board of County Commission
Gadsden County, Florida

ATTEST:

_____

Clerk of Gadsden County and Auditor of the Board of County Commissioners

STATE OF FLORIDA
COUNTY OF GADSDEN

The foregoing instrument was acknowledged before me this 15TH day of October A.D. 2013, by Douglas Croley and Marcella Blocker, the Chairman and Deputy Clerk respectively, of Gadsden County, Florida

_____

Notary Public

SATISFACTION OF HOUSING REHABILITIATION AGREEMENT

THE GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, QUINCY, FLORIDA, the holder of that certain Housing Rehabilitation Agreement and Special Assessment Lien dated: February 16, 2007 by and between Nancy Ceasor, 139 Perry Lane, Havana, Florida 32333, as the Owner-Occupant, and the said **GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, QUINCY, FLORIDA,** by through and as its **HOUSING REHABILITATION PROGRAM,** which said lien is recorded in Official Records Book: O.R. Book 684 at Page 904, of the public records of Gadsden County, Florida do hereby on this 2nd day of October 2013, acknowledge full payment of said lien and authorize Clerk to cancel the same record.

GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, GADSDEN COUNTY, FL

_____

Chairman, Board of County Commission
Gadsdeu County, Florida

ATTEST:

_____

Clerk of Gadsden County and Auditor of the Board of County Commissioners

STATE OF FLORIDA
COUNTY OF GADSDEN

The foregoing instrument was acknowledged before me this 15TH day of October A.D. 2013, by Douglas Croley and Marcella Blocker, the Chairman and Deputy Clerk respectively, of Gadsden County, Florida

_____

Notary Public

SATISFACTION OF HOUSING REHABILITIATION AGREEMENT

THE GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, QUINCY, FLORIDA, the holder of that certain Housing Rehabilitation Agreement and Special Assessment Lien dated: November 12, 2008 by and between Maggie Dudley, 1621 West Stevens Street, Quincy, Florida 32351, as the Owner-Occupant, and the said **GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, QUINCY, FLORIDA,** by through and as its **HOUSING REHABILITATION PROGRAM,** which said lien is recorded in Official Records Book: O.R. Book 710 at Page 779, of the public records of Gadsden County, Florida do hereby on this 2nd day of October 2013, acknowledge full payment of said lien and authorize Clerk to cancel the same record.

GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, GADSDEN COUNTY, FL

_____

Chairman, Board of County Commission
Gadsden County, Florida

ATTEST:

_____

Clerk of Gadsden County and Auditor of the Board of County Commissioners

STATE OF FLORIDA
COUNTY OF GADSDEN

The foregoing instrument was acknowledged before me this 15TH day of October A.D. 2013, by Douglas Croley and Marcella Blocker, the Chairman and Deputy Clerk respectively, of Gadsden County, Florida

_____

Notary Public

SATISFACTION OF HOUSING REHABILITIATION AGREEMENT

THE GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, QUINCY, FLORIDA, the holder of that certain Housing Rehabilitation Agreement and Special Assessment Lien dated: March 25, 2008 by and between Emma Gray, 316 Frank Jackson Road, Quincy, Florida 32351, as the Owner-Occupant, and the said **GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, QUINCY, FLORIDA,** by through and as its **HOUSING REHABILITATION PROGRAM,** which said lien is recorded in Official Records Book: O.R. Book 698 at Page 305, of the public records of Gadsden County, Florida do hereby on this 2nd day of October 2013, acknowledge full payment of said lien and authorize Clerk to cancel the same record.

GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, GADSDEN COUNTY, FL

_____

Chairman, Board of County Commission
Gadsden County, Florida

ATTEST:

_____

Clerk of Gadsden County and Auditor of the Board of County Commissioners

STATE OF FLORIDA
COUNTY OF GADSDEN

The foregoing instrument was acknowledged before me this 15TH day of October A.D. 2013, by Douglas Croley and Marcella Blocker, the Chairman and Deputy Clerk respectively, of Gadsden County, Florida

_____

Notary Public

SATISFACTION OF HOUSING REHABILITIATION AGREEMENT

THE GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, QUINCY, FLORIDA, the holder of that certain Housing Rehabilitation Agreement and Special Assessment Lien dated: September 26, 2007 by and between Annie B. Gibson, 203 Strong Road, Quincy, Florida 32351, as the Owner-Occupant, and the said **GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, QUINCY, FLORIDA,** by through and as its **HOUSING REHABILITATION PROGRAM,** which said lien is recorded in Official Records Book: O.R. Book 684 at Page 983, of the public records of Gadsden County, Florida do hereby on this 2nd day of October 2013, acknowledge full payment of said lien and authorize Clerk to cancel the same record.

GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, GADSDEN COUNTY, FL

_____

Chairman, Board of County Commission
Gadsden County, Florida

ATTEST:

_____

Clerk of Gadsden County and Auditor of the Board of County Commissioners

STATE OF FLORIDA
COUNTY OF GADSDEN

The foregoing instrument was acknowledged before me this 15TH day of October A.D. 2013, by Douglas Croley and Marcella Blocker, the Chairman and Deputy Clerk respectively, of Gadsden County, Florida

_____

Notary Public

SATISFACTION OF HOUSING REHABILITIATION AGREEMENT

THE GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, QUINCY, FLORIDA, the holder of that certain Housing Rehabilitation Agreement and Special Assessment Lien dated: February 26, 2008 by and between Ella Griffin, 909 South Main Street, Havana, Florida 32333, as the Owner-Occupant, and the said **GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, QUINCY, FLORIDA,** by through and as its **HOUSING REHABILITATION PROGRAM,** which said lien is recorded in Official Records Book: O.R. Book 694 at Page 747, of the public records of Gadsden County, Florida do hereby on this 2nd day of October 2013, acknowledge full payment of said lien and authorize Clerk to cancel the same record.

GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, GADSDEN COUNTY, FL

_____

Chairman, Board of County Commission
Gadsden County, Florida

ATTEST:

_____

Clerk of Gadsden County and Auditor of the Board of County Commissioners

STATE OF FLORIDA
COUNTY OF GADSDEN

The foregoing instrument was acknowledged before me this 15TH day of October A.D. 2013, by Douglas Croley and Marcella Blocker, the Chairman and Deputy Clerk respectively, of Gadsden County, Florida

_____

Notary Public

SATISFACTION OF HOUSING REHABILITIATION AGREEMENT

THE GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, QUINCY, FLORIDA, the holder of that certain Housing Rehabilitation Agreement and Special Assessment Lien dated: June 20, 2007 by and between Bernice Williams, 33 Washington Ave., Havana, Florida 32333, as the Owner-Occupant, and the said **GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, QUINCY, FLORIDA,** by through and as its **HOUSING REHABILITATION PROGRAM,** which said lien is recorded in Official Records Book: O.R. Book 684 at Page 887, of the public records of Gadsden County, Florida do hereby on this 2nd day of October 2013, acknowledge full payment of said lien and authorize Clerk to cancel the same record.

GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, GADSDEN COUNTY, FL

_____

Chairman, Board of County Commission
Gadsden County, Florida

ATTEST:

_____

Clerk of Gadsden County and Auditor of the Board of County Commissioners

STATE OF FLORIDA
COUNTY OF GADSDEN

The foregoing instrument was acknowledged before me this 15TH day of October A.D. 2013, by Donglas Croley and Marcella Blocker, the Chairman and Deputy Clerk respectively, of Gadsden County, Florida

_____

Notary Public

SATISFACTION OF HOUSING REHABILITIATION AGREEMENT

THE GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, QUINCY, FLORIDA, the holder of that certain Housing Rehabilitation Agreement and Special Assessment Lien dated: April 28, 2008 by and between Wynetta White, 1141 Juniper Road, Quincy, Florida 32351, as the Owner-Occupant, and the said **GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, QUINCY, FLORIDA,** by through and as its **HOUSING REHABILITATION PROGRAM,** which said lien is recorded in Official Records Book: O.R. Book 701 at Page 1492, of the public records of Gadsden County, Florida do hereby on this 2nd day of October 2013, acknowledge full payment of said lien and authorize Clerk to cancel the same record.

GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, GADSDEN COUNTY, FL

_____

Chairman, Board of County Commission
Gadsden County, Florida

ATTEST:

_____

Clerk of Gadsden County and Auditor of the Board of County Commissioners

STATE OF FLORIDA
COUNTY OF GADSDEN

The foregoing instrument was acknowledged before me this 15TH day of October A.D. 2013, by Douglas Croley and Marcella Blocker, the Chairman and Deputy Clerk respectively, of Gadsden County, Florida

_____

Notary Public

SATISFACTION OF HOUSING REHABILITIATION AGREEMENT

THE GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, QUINCY, FLORIDA, the holder of that certain Housing Rehabilitation Agreement and Special Assessment Lien dated: May 11, 2007 by and between MATTIE WEST, 1243 Post Plant Road, Quincy, Florida 32351, as the Owner-Occupant, and the said **GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, QUINCY, FLORIDA,** by through and as its **HOUSING REHABILITATION PROGRAM,** which said lien is recorded in Official Records Book: O.R. Book 676 at Page 111, of the public records of Gadsden County, Florida do hereby on this 2nd day of October 2013, acknowledge full payment of said lien and authorize Clerk to cancel the same record.

GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, GADSDEN COUNTY, FL

_____

Chairman, Board of County Commission
Gadsden County, Florida

ATTEST:

_____

Clerk of Gadsden County and Auditor of the Board of County Commissioners

STATE OF FLORIDA
COUNTY OF GADSDEN

The foregoing instrument was acknowledged before me this 15TH day of October A.D. 2013, by Douglas Croley and Marcella Blocker, the Chairman and Deputy Clerk respectively, of Gadsden County, Florida

_____

Notary Public

SATISFACTION OF HOUSING REHABILITIATION AGREEMENT

THE GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, QUINCY, FLORIDA, the holder of that certain Housing Rehabilitation Agreement and Special Assessment Lien dated: March 8, 2011 by and between SALLY TODD, 1217 Berry Street, Quincy, Florida 32351, as the Owner-Occupant, and the said **GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, QUINCY, FLORIDA,** by through and as its **HOUSING REHABILITATION PROGRAM,** which said lien is recorded in Official Records Book: O.R. Book 749 at Page 862, of the public records of Gadsden County, Florida do hereby on this 2nd day of October 2013, acknowledge full payment of said lien and authorize Clerk to cancel the same record.

GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, GADSDEN COUNTY, FL

_____

Chairman, Board of County Commission
Gadsden County, Florida

ATTEST:

_____

Clerk of Gadsden Connty and Anditor of the Board of County Commissioners

STATE OF FLORIDA
COUNTY OF GADSDEN

The foregoing instrument was acknowledged before me this 15TH day of October A.D. 2013, by Douglas Croley and Marcella Blocker, the Chairman and Deputy Clerk respectively, of Gadsden County, Florida

_____

Notary Public

SATISFACTION OF HOUSING REHABILITIATION AGREEMENT

THE GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, QUINCY, FLORIDA, the holder of that certain Housing Rehabilitation Agreement and Special Assessment Lien dated: June 27, 2007 by and between OLIVIA TASWELL, 133 Thomas Drive, Quincy, Florida 32351, as the Owner-Occupant, and the said **GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, QUINCY, FLORIDA,** by through and as its **HOUSING REHABILITATION PROGRAM,** which said lien is recorded in Official Records Book: O.R. Book 676 at Page 108, of the public records of Gadsden County, Florida do hereby on this 2nd day of October 2013, acknowledge full payment of said lien and authorize Clerk to cancel the same record.

GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, GADSDEN COUNTY, FL

_____

Chairman, Board of County Commission
Gadsden County, Florida

ATTEST:

_____

Clerk of Gadsden County and Auditor of the Board of County Commissioners

STATE OF FLORIDA
COUNTY OF GADSDEN

The foregoing instrument was acknowledged before me this 15TH day of October A.D. 2013, by Douglas Croley and Marcella Blocker, the Chairman and Deputy Clerk respectively, of Gadsden County, Florida

_____

Notary Public

SATISFACTION OF HOUSING REHABILITIATION AGREEMENT

THE GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, QUINCY, FLORIDA, the holder of that certain Housing Rehabilitation Agreement and Special Assessment Lien dated: December 8, 2010 by and between WINIFRED & DEBORAH STOKES, 703 East Jefferson Street, Quincy, Florida 32351, as the Owner-Occupant, and the said **GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, QUINCY, FLORIDA,** by through and as its **HOUSING REHABILITATION PROGRAM,** which said lien is recorded in Official Records Book: O.R. Book 741 at Page 1580, of the public records of Gadsden County, Florida do hereby on this 2nd day of October 2013, acknowledge full payment of said lien and authorize Clerk to cancel the same record.

GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, GADSDEN COUNTY, FL

_____

Chairman, Board of County Commission
Gadsden County, Florida

ATTEST:

_____

Clerk of Gadsden County and Auditor of the Board of County Commissioners

STATE OF FLORIDA
COUNTY OF GADSDEN

The foregoing instrument was acknowledged before me this 15TH day of October A.D. 2013, by Douglas Croley and Marcella Blocker, the Chairman and Deputy Clerk respectively, of Gadsden County, Florida

_____

Notary Public

SATISFACTION OF HOUSING REHABILITIATION AGREEMENT

THE GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, QUINCY, FLORIDA, the holder of that certain Housing Rehabilitation Agreement and Special Assessment Lien dated: July 26, 2010 by and between ROSA L. SWEET, 411 Holt Lane, Quincy, Florida 32351, as the Owner-Occupant, and the said **GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, QUINCY, FLORIDA,** by through and as its **HOUSING REHABILITATION PROGRAM,** which said lien is recorded in Official Records Book: O.R. Book 741 at Page 1559, of the public records of Gadsden County, Florida do hereby on this 2nd day of October 2013, acknowledge full payment of said lien and authorize Clerk to cancel the same record.

GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, GADSDEN COUNTY, FL

_____

Chairman, Board of County Commission
Gadsden County, Florida

ATTEST:

_____

Clerk of Gadsden County and Auditor of the Board of County Commissioners

STATE OF FLORIDA
COUNTY OF GADSDEN

The foregoing instrument was acknowledged before me this 15TH day of October A.D. 2013, by Douglas Croley and Marcella Blocker, the Chairman and Deputy Clerk respectively, of Gadsden County, Florida

_____

Notary Public

SATISFACTION OF HOUSING REHABILITIATION AGREEMENT

THE GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, QUINCY, FLORIDA, the holder of that certain Housing Rehabilitation Agreement and Special Assessment Lien dated: December 12, 2007 by and between SHARON SMITH, 205 Hutley Road, Quincy, Florida 32351, as the Owner-Occupant, and the said **GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, QUINCY, FLORIDA,** by through and as its **HOUSING REHABILITATION PROGRAM,** which said lien is recorded in Official Records Book: O.R. Book 694 at Page 735, of the public records of Gadsden County, Florida do hereby on this 2nd day of October 2013, acknowledge full payment of said lien and authorize Clerk to cancel the same record.

GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, GADSDEN COUNTY, FL

_____

Chairman, Board of County Commission
Gadsden County, Florida

ATTEST:

_____

Clerk of Gadsden County and Auditor of the Board of County Commissioners

STATE OF FLORIDA
COUNTY OF GADSDEN

The foregoing instrument was acknowledged before me this 15TH day of October A.D. 2013, by Douglas Croley and Marcella Blocker, the Chairman and Deputy Clerk respectively, of Gadsden County, Florida

_____

Notary Public

SATISFACTION OF HOUSING REHABILITIATION AGREEMENT

THE GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, QUINCY, FLORIDA, the holder of that certain Housing Rehabilitation Agreement and Special Assessment Lien dated: September 3, 2011 by and between MARY KELLY, 1395 High Bridge Road, Quincy, Florida 32351, as the Owner-Occupant, and the said **GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, QUINCY, FLORIDA,** by through and as its **HOUSING REHABILITATION PROGRAM,** which said lien is recorded in Official Records Book: O.R. Book 754 at Page 1107, of the public records of Gadsden County, Florida do hereby on this 2nd day of October 2013, acknowledge full payment of said lien and authorize Clerk to cancel the same record.

GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, GADSDEN COUNTY, FL

_____

Chairman, Board of County Commission
Gadsden County, Florida

ATTEST:

_____

Clerk of Gadsden County and Auditor of the Board of County Commissioners

STATE OF FLORIDA
COUNTY OF GADSDEN

The foregoing instrument was acknowledged before me this 15TH day of October A.D. 2013, by Douglas Croley and Marcella Blocker, the Chairman and Deputy Clerk respectively, of Gadsden County, Florida

_____

Notary Public

SATISFACTION OF HOUSING REHABILITIATION AGREEMENT

THE GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, QUINCY, FLORIDA, the holder of that certain Housing Rehabilitation Agreement and Special Assessment Lien dated: March 8, 2011 by and between ROOSEVELT HARVIN, 208 Washington Street, Havana, Florida 32333, as the Owner-Occupant, and the said **GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, QUINCY, FLORIDA,** by through and as its **HOUSING REHABILITATION PROGRAM,** which said lien is recorded in Official Records Book: O.R. Book 747 at Page 377, of the public records of Gadsden County, Florida do hereby on this 2nd day of October 2013, acknowledge full payment of said lien and authorize Clerk to cancel the same record.

GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, GADSDEN COUNTY, FL

_____

Chairman, Board of County Commission
Gadsden County, Florida

ATTEST:

_____

Clerk of Gadsden County and Auditor of the Board of County Commissioners

STATE OF FLORIDA
COUNTY OF GADSDEN

The foregoing instrument was acknowledged before me this 15TH day of October A.D. 2013, by Douglas Croley and Marcella Blocker, the Chairman and Deputy Clerk respectively, of Gadsden County, Florida

_____

Notary Public

SATISFACTION OF HOUSING REHABILITIATION AGREEMENT

THE GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, QUINCY, FLORIDA, the holder of that certain Housing Rehabilitation Agreement and Special Assessment Lien dated: November 5, 2007 by and between LESSIE SIMMONS, 4841 Attapulgus Highway, Quincy, Florida 32351, as the Owner-Occupant, and the said **GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, QUINCY, FLORIDA,** by through and as its **HOUSING REHABILITATION PROGRAM,** which said lien is recorded in Official Records Book: O.R. Book 687 at Page 505, of the public records of Gadsden County, Florida do hereby on this 2nd day of October 2013, acknowledge full payment of said lien and authorize Clerk to cancel the same record.

GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, GADSDEN COUNTY, FL

_____

Chairman, Board of County Commission
Gadsden County, Florida

ATTEST:

_____

Clerk of Gadsden County and Auditor of the Board of County Commissioners

STATE OF FLORIDA
COUNTY OF GADSDEN

The foregoing instrument was acknowledged before me this 15TH day of October A.D. 2013, by Douglas Croley and Marcella Blocker, the Chairman and Deputy Clerk respectively, of Gadsden County, Florida

_____

Notary Public

SATISFACTION OF HOUSING REHABILITIATION AGREEMENT

THE GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, QUINCY, FLORIDA, the holder of that certain Housing Rehabilitation Agreement and Special Assessment Lien dated: April 6, 2011 by and between RUTHIE SMITH, 206 South Ward Street , Quincy, Florida 32351, as the Owner-Occupant, and the said **GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, QUINCY, FLORIDA,** by through and as its **HOUSING REHABILITATION PROGRAM,** which said lien is recorded in Official Records Book: O.R. Book 747 at Page 380, of the public records of Gadsden County, Florida do hereby on this 2nd day of October 2013, acknowledge full payment of said lien and authorize Clerk to cancel the same record.

GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, GADSDEN COUNTY, FL

_____

Chairman, Board of County Commission
Gadsden County, Florida

ATTEST:

_____

Clerk of Gadsden County and Auditor of the Board of County Commissioners

STATE OF FLORIDA
COUNTY OF GADSDEN

The foregoing instrument was acknowledged before me this 15TH day of October A.D. 2013, by Douglas Croley and Marcella Blocker, the Chairman and Deputy Clerk respectively, of Gadsden County, Florida

_____

Notary Public

SATISFACTION OF HOUSING REHABILITIATION AGREEMENT

THE GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, QUINCY, FLORIDA, the holder of that certain Housing Rehabilitation Agreement and Special Assessment Lien dated: March 5, 2007 by and between MARIA HERNANDEZ, 2645 Sycamore Road , Quincy, Florida 32351, as the Owner-Occupant, and the said **GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, QUINCY, FLORIDA,** by through and as its **HOUSING REHABILITATION PROGRAM,** which said lien is recorded in Official Records Book: O.R. Book 684 at Page 880, of the public records of Gadsden County, Florida do hereby on this 2nd day of October 2013, acknowledge full payment of said lien and authorize Clerk to cancel the same record.

GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, GADSDEN COUNTY, FL

_____

Chairman, Board of County Commission
Gadsden County, Florida

ATTEST:

_____

Clerk of Gadsden County and Auditor of the Board of County Commissioners

STATE OF FLORIDA
COUNTY OF GADSDEN

The foregoing instrument was acknowledged before me this 15TH day of October A.D. 2013, by Douglas Croley and Marcella Blocker, the Chairman and Deputy Clerk respectively, of Gadsden County, Florida

_____

Notary Public

SATISFACTION OF HOUSING REHABILITIATION AGREEMENT

THE GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, QUINCY, FLORIDA, the holder of that certain Housing Rehabilitation Agreement and Special Assessment Lien dated: August 5, 2008 by and between JERELEAN RICHARDSON, 100 Richardson Street, Gretna, Florida 32332, as the Owner-Occupant, and the said **GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, QUINCY, FLORIDA,** by through and as its **HOUSING REHABILITATION PROGRAM,** which said lien is recorded in Official Records Book: O.R. Book 703 at Page 1550, of the public records of Gadsden County, Florida do hereby on this 2nd day of October 2013, acknowledge full payment of said lien and authorize Clerk to cancel the same record.

GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, GADSDEN COUNTY, FL

_____

Chairman, Board of County Commission
Gadsden County, Florida

ATTEST:

_____

Clerk of Gadsden County and Auditor of the Board of County Commissioners

STATE OF FLORIDA
COUNTY OF GADSDEN

The foregoing instrument was acknowledged before me this 15TH day of October A.D. 2013, by Douglas Croley and Marcella Blocker, the Chairman and Deputy Clerk respectively, of Gadsden County, Florida

_____

Notary Public

SATISFACTION OF HOUSING REHABILITIATION AGREEMENT

THE GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, QUINCY, FLORIDA, the holder of that certain Housing Rehabilitation Agreement and Special Assessment Lien dated: June 17, 2008 by and between JAMES LEE, 140 Potter Road, Quincy, Florida 32351, as the Owner-Occupant, and the said **GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, QUINCY, FLORIDA,** by through and as its **HOUSING REHABILITATION PROGRAM,** which said lien is recorded in Official Records Book: O.R. Book 701 at Page 1487, of the public records of Gadsden County, Florida do hereby on this 2nd day of October 2013, acknowledge full payment of said lien and authorize Clerk to cancel the same record.

GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, GADSDEN COUNTY, FL

_____

Chairman, Board of County Commission
Gadsden County, Florida

ATTEST:

_____

Clerk of Gadsden County and Auditor of the Board of County Commissioners

STATE OF FLORIDA
COUNTY OF GADSDEN

The foregoing instrument was acknowledged before me this 15TH day of October A.D. 2013, by Douglas Croley and Marcella Blocker, the Chairman and Deputy Clerk respectively, of Gadsden County, Florida

_____

Notary Public

SATISFACTION OF HOUSING REHABILITIATION AGREEMENT

THE GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, QUINCY, FLORIDA, the holder of that certain Housing Rehabilitation Agreement and Special Assessment Lien dated: January 8, 2007 by and between MARTHA HICKS, 1100 St. Hebron Road, Quincy, Florida 32351, as the Owner-Occupant, and the said **GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, QUINCY, FLORIDA,** by through and as its **HOUSING REHABILITATION PROGRAM,** which said lien is recorded in Official Records Book: O.R. Book 666 at Page 1496, of the public records of Gadsden County, Florida do hereby on this 2nd day of October 2013, acknowledge full payment of said lien and authorize Clerk to cancel the same record.

GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, GADSDEN COUNTY, FL

_____

Chairman, Board of County Commission
Gadsden County, Florida

ATTEST:

_____

Clerk of Gadsden County and Auditor of the Board of County Commissioners

STATE OF FLORIDA
COUNTY OF GADSDEN

The foregoing instrument was acknowledged before me this 15TH day of October A.D. 2013, by Douglas Croley and Marcella Blocker, the Chairman and Deputy Clerk respectively, of Gadsden County, Florida

_____

Notary Public

SATISFACTION OF HOUSING REHABILITIATION AGREEMENT

THE GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, QUINCY, FLORIDA, the holder of that certain Housing Rehabilitation Agreement and Special Assessment Lien dated: May 18, 2007 by and between JIMMY L & MARY JOHNSON, 71 China Hill Road, Havana, Florida 32333, as the Owner-Occupant, and the said **GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, QUINCY, FLORIDA,** by through and as its **HOUSING REHABILITATION PROGRAM,** which said lien is recorded in Official Records Book: O.R. Book 676 at Page 114, of the public records of Gadsden County, Florida do hereby on this 2nd day of October 2013, acknowledge full payment of said lien and authorize Clerk to cancel the same record.

GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, GADSDEN COUNTY, FL

_____

Chairman, Board of County Commission
Gadsden County, Florida

ATTEST:

_____

Clerk of Gadsden County and Auditor of the Board of County Commissioners

STATE OF FLORIDA
COUNTY OF GADSDEN

The foregoing instrument was acknowledged before me this 15TH day of October A.D. 2013, by Douglas Croley and Marcella Blocker, the Chairman and Deputy Clerk respectively, of Gadsden County, Florida

_____

Notary Public

Board of County Commissioners
Agenda Request

Date of Meeting: October 15, 2013

Date Submitted: October 2, 2013

To: Honorable Chairman and Members of the Board

From: Robert Presnell, County Administrator
Curtis Young, Director, Public Works

Subject: Approval of the Construction, Engineering and Inspection Services to Stantec Consulting Services, Inc. for the Local Agency Program Project - Florida Department of Transportation – Shady Rest Road (C.R. 270)

Statement of Issue:

This Agenda item seeks Board approval and execution of the Agreement for the Construction, Engineering and Inspection (CEI) Services to the high scoring proposer for the Local Agency Program (LAP) project for the paved shoulders and resurfacing of Shady Rest Road.

Background:

The State of Florida assists small counties with funding for road resurfacing projects. These projects are selected from candidate projects submitted by the County and funded by the Florida Department of Transportation (FDOT). The Board approved the project at the regular meeting on January 15, 2013. The CEI Contractor is responsible for providing oversight of the construction of the project in relation to the plans, specifications and LAP requirements in relation to the grant.

Analysis:

Shady Rest Road was selected as a safety project based on the current condition of the roadway, crash data and the level of traffic. This grant funded project will benefit Gadsden County by providing $2,830,378.00 in road safety improvements. The length of the project is 6.492 miles from SR-12 to the Florida Georgia Highway.

On July 16, 2013, four staff members evaluated five (5) proposals submitted for the CEI in response to Bid 13-09 on the Shady Rest Road LAP Project. The evaluation score sheets and summary are attached to this item. The CEI contractor will ensure that all LAP requirements are met during construction.

Fiscal Impact:

There is no fiscal impact associated with this project. Funding for the CEI fees are included in the Local Agency Program Agreement with the FDOT.

Options:

1. Approve and authorize the Chair to execute the attached Agreement for CEI services for the Shady Rest Road LAP Project.
2. Board Direction

County Administrator Recommendation:

Option 1

Attachment:

1. Evaluation Form – 5 Proposers
2. Cumulative Evaluation
3. Agreement for CEI Services (2 copies)
4. Terms for Federal Aid Projects
5. 49 CFR Part 20 – Appendix A
6. Disclosure of Lobbying Activities
7. 49 CFR Part 29 – Appendix B
8. Truth in Negotiation Certification
9. DBE Participation Statement
10. Bid Opportunity List
11. Certification Regarding Debarment

REQUEST FOR PROPOSALS
Bid No. 13-09

The Gadsden County Board of County Commissioners is seeking professional consultant services for Construction Engineering Inspection on County Road 270 LAP from SR 12 (Havana Highway) to the US 27 (Florida-Georgia Highway). FPID No. 429672-2-58-01 & 429672-2-68-01. Consideration will be given to only those firms that are qualified pursuant to law and that have been prequalified by the Florida Department of Transportation (FDOT) in accordance with Rule Chapter 14-75, Florida Administrative Code to perform the indicated Type(s) of Work.

Work Types:	10.1-Rdwy Construction Engineering Inspection
Response Deadline:	July 12, 2013 at 10:00 a.m. local time
Committee Evaluation Date:	July 16, 2013 at 10:00 a.m. local time

CONSULTANT ELIGIBILITY: It is a basic tenet of the County's contracting program that contractors are procured in a fair, open, and competitive manner. By submitting a Proposal, the Consultants certifies that they are in compliance with FDOT Directive No. 375-030-006. This directive is available on FDOT's Web Site. In addition to the restrictions identified in Directive No. 375-030-006, please be advised of the following prohibition: A consultant firm or its affiliate who was the Designer or Engineer of Record is precluded from bidding on the same project.

FEDERAL DEBARMENT: This project is federally funded with assistance from the Florida Department of Transportation and the Federal Highway Administration (FHWA). By submitting a Proposal, the Consultant certifies that no principal (which includes officers, directors, or executives) is presently suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation on this transaction by any Federal Department or Agency.

SELECTION PRODECURE: This project is covered by the selection process detailed in the Rule Chapter 14-75, Florida Administrative Code. Selection will be made directly from Proposals for this project. After ranking of the Consultants, the contract fee will be negotiated in accordance with Section 287.055, Florida Statutes.

Note: The final selection date and time is provided in this advertisement. Any other meetings will be noticed on the County's Web Site. All public meetings will be held at the Gadsden County Board of Commissioner, 9 E Jefferson Street, Lower Level, Butler Building, Quincy, FL 32351. Changes to meeting dates and times will be updated on the County's Web Site. In order to ensure a fair, competitive, and open process, once a project is advertised for Proposals, all communications between interested firms and the County must be directed in writing to Mr. Curtis Young, Gadsden County Interim Public Works Director, (850) 875-8672 or cyoung@gadsdencountyfl.gov

RESPONSE PROCEDURE: Qualified consultants are encouraged to **submit the original and three (3) copies of their Proposal to the Gadsden County Board of County Commissioners, 5-B E. Jefferson Street, Second Floor, Room 204, Quincy, FL 32351 by the response deadline, July 12, 2013 at 10:00 a.m., E.T.).**

Final Selection Evaluation Criteria:
Key Personnel (15 points)
Departmental Capacity to Perform Project (15 points)
Relevant Company experience (20 points)
Quality Control (15 points)
FDOT – CTQP Qualifications (20 points)
Familiarity with County and Local Areas (15 points)

Letters of Response should at a minimum, include the following information:

a. Project Name/DOT Financial Management Number.
b. Consultant's name and address.
c. Proposed responsible office for consultant
d. Contact person, phone number and Internet Email Address.
e. Statement regarding previous experience of consultant or sub-consultants in advertised type of work.
f. Proposed key personnel and their proposed roles including any and all CTQP certifications for inspectors.
g. Sub-consultant(s) that may be used for the project.
h. Indication as to whether the prime firm and/or sub-consultants are disadvantages business enterprises (DBE).
i. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
j. Certification Regarding Lobbying
k. Truth in Negotiation Certification
l. DBE Participation Statement
m. Bid Opportunity List
n. The outside of the envelope should be marked with **"Sealed Proposal - County Road 270 LAP Engineering Inspector RFP# 13-09."**

The Gadsden County Board of County Commissioners reserves the right to reject any and all proposals deemed in the best interest of the County. EEO/AA

EVALUATION FORM

Cumulative

Stantec Consulting Services, Inc.

BID TITLE: Construction Engineering Inspection Services	Evaluator No. 1-Curtis Young
BID NUMBER: 13-09	Evaluator No. 2-Phyllis Moore
OPENING DATE: July 12, 2013	Evaluator No. 3-Arthur Lawson
TIME OF OPENING: 10:00 a.m.	Evaluator No. 4-Jill Jeglie
	Date of Evaluation: 7-16-13

Evaluation Criteria	Possible Points	Evaluators				
		1	2	3	4	
Key Personnel	15	15	15	15	15	
Departmental Capacity to Perform Project	15	15	14	15	14	
Relevant Company Experience	20	20	18	20	19	
Quality Control	15	15	13	15	15	
FDOT – CTQP Qualifications	20	19	18	20	20	
Familiarity with County and Local Areas	15	15	12	14	15	
TOTAL	100	99	90	99	98	

Proposers:

Stantec Consulting Services, Inc.
Reynolds, Smith and Hills, CS Inc.
Preble-Rish, Inc.
Metric Engineering, Inc.
David H. Melvin, Inc.

VALUATION FORM

Cumulative

Reynolds, Smith and Hills, CS Inc.

BID TITLE: Construction Engineering Inspection Services	Evaluator No. 1-Curtis Young
BID NUMBER: 13-09	Evaluator No. 2-Phyllis Moore
OPENING DATE: July 12, 2013	Evaluator No. 3-Arthur Lawson
TIME OF OPENING: 10:00 a.m.	Evaluator No. 4-Jill Jeglie
	Date of Evaluation: 7-16-2013

Evaluation Criteria	Possible Points	Evaluators				
		1	2	3	4	
Key Personnel	15	13	15	14	14	
Departmental Capacity to Perform Project	15	13	13	15	15	
Relevant Company Experience	20	17	17	20	20	
Quality Control	15	14	14	14	15	
FDOT – CTQP Qualifications	20	18	18	20	20	
Familiarity with County and Local Areas	15	15	13	14	14	
TOTAL	100	90	90	97	98	

Proposers:

Stantec Consulting Services, Inc.
Reynolds, Smith and Hills, CS Inc.
Preble-Rish, Inc.
Metric Engineering, Inc.
David H. Melvin, Inc.

EVALUATION FORM

Cumulative

Preble-Rish, Inc.

BID TITLE: Construction Engineering Inspection Services	Evaluator No. 1-Curtis Young
BID NUMBER: 13-09	Evaluator No. 2-Phyllis Moore
OPENING DATE: July 12, 2013	Evaluator No. 3-Arthur Lawson
TIME OF OPENING: 10:00 a.m.	Evaluator No. 4-Jill Jeglie
	Date of Evaluation: 7-16-2013

Evaluation Criteria	Possible Points	Evaluators				
		1	2	3	4	
Key Personnel	15	13	15	14	14	
Departmental Capacity to Perform Project	15	12	14	15	15	
Relevant Company Experience	20	18	19	20	20	
Quality Control	15	14	14	13	14	
FDOT – CTQP Qualifications	20	16	17	16	20	
Familiarity with County and Local Areas	15	15	15	15	15	
TOTAL	100	88	94	93	98	

Proposers:

Stantec Consulting Services, Inc.
Reynolds, Smith and Hills, CS Inc.
Preble-Rish, Inc.
Metric Engineering, Inc.
David H. Melvin, Inc.

EVALUATION FORM

Cumulative

Metric Engineering, Inc.

BID TITLE: Construction Engineering Inspection Services	Evaluator No. 1-Curtis Young
BID NUMBER: 13-09	Evaluator No. 2-Phyllis Moore
OPENING DATE: July 12, 2013	Evaluator No. 3-Arthur Lawson
TIME OF OPENING: 10:00 a.m.	Evaluator No. 4-Jill Jeglie
	Date of Evaluation: 7-16-2013

Evaluation Criteria	Possible Points	Evaluators				
		1	2	3	4	
Key Personnel	15	13	15	15	14	
Departmental Capacity to Perform Project	15	13	13	15	13	
Relevant Company Experience	20	17	18	20	18	
Quality Control	15	14	13	14	13	
FDOT – CTQP Qualifications	20	16	17	20	20	
Familiarity with County and Local Areas	15	15	14	14	13	
TOTAL	100	88	90	98	91	

Proposers:

Stantec Consulting Services, Inc.
Reynolds, Smith and Hills, CS Inc.
Preble-Rish, Inc.
Metric Engineering, Inc.
David H. Melvin, Inc.

EVALUATION FORM

Cumulative

David H. Melvin, Inc.

BID TITLE: Construction Engineering Inspection Services	Evaluator No. 1-Curtis Young
BID NUMBER: 13-09	Evaluator No. 2-Phyllis Moore
OPENING DATE: July 12, 2013	Evaluator No. 3-Arthur Lawson
TIME OF OPENING: 10:00 a.m.	Evaluator No. 4-Jill Jeglie
	Date of Evaluation: 7-16-2013

Evaluation Criteria	Possible Points	Evaluators				
		1	2	3	4	
Key Personnel	15	13	15	15	13	
Departmental Capacity to Perform Project	15	13	13	15	13	
Relevant Company Experience	20	16	18	20	18	
Quality Control	15	13	14	14	14	
FDOT – CTQP Qualifications	20	15	17	20	20	
Familiarity with County and Local Areas	15	14	15	14	13	
TOTAL	100	84	92	98	91	

Proposers:

Stantec Consulting Services, Inc.
Reynolds, Smith and Hills, CS Inc.
Preble-Rish, Inc.
Metric Engineering, Inc.
David H. Melvin, Inc.

EVALUATION FORM

Cumulative

BID TITLE: Construction Engineering Inspection Services	Evaluator No. 1-Curtis Young
BID NUMBER: 13-09	Evaluator No. 2-Phyllis Moore
OPENING DATE: July 12, 2013	Evaluator No. 3-Arthur Lawson
TIME OF OPENING: 10:00 a.m.	Evaluator No. 4-Jill Jeglie
	Date of Evaluation: 7-16-13

Evaluation Criteria	Possible Points	Proposers Average Scores				
		Stantec	RSH,CS	Preble-Rish	Metric	David Melvin
Key Personnel	15	15	14	14	14.25	14
Departmental Capacity to Perform Project	15	14.50	14	14	13.50	13.50
Relevant Company Experience	20	19.25	18.50	19.25	18.25	18
Quality Control	15	14.50	14.25	13.75	13.50	13.75
FDOT – CTQP Qualifications	20	19.25	19	17.25	18.25	18
Familiarity with County and Local Areas	15	14	14	15	14	14
TOTAL	100	96.50	93.75	93.25	91.75	91.25

Proposers:

Stantec Consulting Services, Inc.
Reynolds, Smith and Hills, CS Inc.
Preble-Rish, Inc.
Metric Engineering, Inc.
David H. Melvin, Inc.

AGREEMENT FOR CONSTRUCTION ENGINEERING INSPECTION SERVICES FOR FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM PROJECT

THIS AGREEMENT (the "Agreement") is made as of the ____ day of _____, 2013 (the "Effective Date"), by and between Gadsden County, a political subdivision of the State of Florida, whose address is 9 East Jefferson Street, Quincy, FL 32351 (the "County") and Stantec Consulting Services, Inc., a Corporation authorized to transact business in the State of Florida, whose address is 703 E. Highway90, Bonifay, FL 32425 (the "Contractor").

WHEREAS, the County has been awarded funding under the Florida Department of Transportation ("FDOT") Local Agency Program ("LAP") for CR 270 (Shady Rest Road) Paved Shoulders, FPN: 429672-2-58-01 & 429672-2-68-01(the "Project"), as more specifically set forth in the LAP Agreement (including all attachments and exhibits, the "LAP Agreement") attached hereto and by reference incorporated herein and made a part hereof for all purposes;

WHEREAS, the County has the authority to contract with professionals in the performance of the LAP Agreement;

WHEREAS, the County has competitively bid the Construction Engineering Inspection ("CEI") services required for the Project under the LAP Agreement, and has met the requirements of the Consultants' Competitive Negotiation Act in section 287.055, Florida Statutes, as amended;

WHEREAS, the County has awarded the CEI services required for the Project to the Contractor;

WHEREAS, this Agreement is intended to define the terms under which the Contractor shall provide professional CEI services to the County for the Project under the terms of the LAP Agreement;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the County and the Contractor agree as follows:

1. **INCORPORATION OF RECITALS AND ATTACHMENTS.** The parties expressly incorporate the recitals of this Agreement as a part hereof for all purposes. The parties also expressly incorporate the LAP Agreement, Form FHWA-1273, and all other attachments and exhibits to the Agreement into this Agreement. The terms of this Agreement, the LAP Agreement, and Form FHWA-1273 shall be incorporated into all subcontracts and lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor.

2. **SERVICES AND PERFORMANCE.** The Contractor shall render the services described in Exhibit "A," attached hereto and made a part hereof, in connection with the Project subject to the following conditions.

A. The Contractor shall comply with and be bound by all terms and provisions of the LAP Agreement, the LAP Manual, Form FHWA-1273, and state, federal, and local laws, rules, regulations, and ordinances. The Contractor shall execute and be bound by all documents in such form and substance as the County or FDOT may require for the County and the Contractor to comply with the terms and conditions of this Agreement, the LAP Agreement, and Form FHWA-1273. Such documents may impose reasonable material covenants, terms, conditions, obligations, and other requirements of the Contractor in addition to, but not inconsistent with, those set forth herein.

B. The Contractor shall perform all services in accordance with the schedule set forth in Exhibit "A" and in the LAP Agreement, and shall promptly notify the County of any delays or anticipated delays in the performance of such services.

C. All services will be performed by the Contractor to the satisfaction of the Gadsden County Administrator or his assign, who will decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder, and the character, quality, amount and value thereof; and the decision upon all claims, questions, and disputes will be final and binding on the parties hereto.

D. In the performance of professional services, the Contractor will use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar locations. The Contractor shall use due care in performing its services and will have due regard for acceptable engineering standards and principles. The Contractor's standard of care shall not be altered by the application, interpretation, or construction or any other provision of this Agreement.

E. All plans, proposal developments, materials, computer files and/or reports prepared or obtained for the County under this Agreement will be considered works made for hire and will become the property of the County without restriction or limitation on their use and will be made available, upon request, to the County at any time during the performance of such services and/or upon completion or termination of this Agreement. Upon delivery to the County of said document(s), the County will become the custodian thereof. The Contractor will not copyright any materials.

F. The Contractor shall be responsible for all reports and records required under the terms of the LAP Agreement. The Contractor shall provide to the County all reports and records required by the LAP Agreement in accordance with the schedule established by the LAP Agreement or otherwise by FDOT. In addition, written updates will be provided to County staff on a monthly basis and presentations will be made before the Gadsden County Board of Commissioners when requested by the County Administrator or his assign/designee.

G. Before making any additions or deletions to the work described in this Agreement, and before undertaking any changes or revisions to such work, the parties will negotiate any necessary cost changes and will enter into a supplemental agreement covering such

work and compensation. Reference herein to the Agreement will be considered to include the supplemental agreement.

H. The Contractor shall permit, and shall require its subcontractors to permit, the County or FDOT to inspect all work, workmanship, materials, timecards, and records, and to audit the books, records, and accounts pertaining to the financing and development of the Project.

3. **TERM.** The term of this Agreement shall be the term of the LAP Agreement unless earlier terminated in accordance with the terms of this Agreement or the LAP Agreement or extended by written amendment or supplemental agreement. All services shall be performed in accordance with the schedule set forth in and during the term of the LAP Agreement. No payment shall be made for any services which are not performed in accordance with the schedule set forth in and during the term of the LAP Agreement, unless an extension is granted by written amendment or supplemental agreement.

4. **COMPENSATION.** The County will compensate the Contractor for the services rendered as set forth in Exhibit "B," attached hereto and made a part hereof, subject to the following conditions.

A. The County agrees to pay the Contractor $261,007.10 for the services provided, in accordance with the schedule set forth in Exhibit "B." The Contractor shall be responsible for all expenses related to services provided under this Agreement and shall not be reimbursed for any expenses whatsoever.

B. The Contractor must provide the specific deliverables and/or perform the specific services required under this Agreement and the LAP Agreement to the satisfaction of the County and FDOT before any scheduled payment becomes due. The Contractor shall not be entitled to any scheduled payment before the corresponding work is completed to the satisfaction of the County and FDOT.

C. Bills for fees or other compensation for services or expenses must be submitted in detail sufficient for a proper preaudit and postaudit thereof.

D. Any adjustments to compensation due to changes in the scope of the services rendered because of any major changes in the work must be approved by supplemental agreement covering such work and compensation

E. Payment of approved bills submitted in accordance with the terms hereof shall be due and made in accordance with the Local Government Prompt Payment Act in section 218.70 et seq., Florida Statutes.

F. Records of costs incurred shall be maintained and made available to the County and FDOT upon request at all times during the term of this Agreement and for three years after final payment for the work pursuant to this Agreement is made. Copies of all documents and records shall be furnished to the County and FDOT upon request.

G. Records of costs incurred shall include the Contractor's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary and proper by the County for a proper audit of Project costs.

H. The Contractor shall retain sufficient records demonstrating its compliance with the terms of this Agreement and the LAP Agreement for a period of at least 7 years after the work is completed, and shall allow the County and the FDOT access to such records upon request.

I. The Contractor shall not be entitled to any fringe benefits in connection with services performed under this Agreement.

5. **INDEMNITY AND PAYMENT FOR CLAIMS.**

A. INDEMNIFICATION. The Contractor shall indemnify and hold harmless the County, its officers, employees, attorneys and agents from and against all liabilities, damages, losses, costs (including, but not limited to, reasonable attorneys' fees), and actions or causes of action of any nature whatsoever that may at any time be made or brought by anyone for the purpose of enforcing a claim due to an injury or damage allegedly occurring to any person or property which was caused by the Contractor or his employees, officers or agents, including subcontractors, during the performance of this Agreement. The parties agree that 1% of the total compensation to the Contractor for performance of this Agreement is the specific consideration from the County to the Contractor for the Contractor's indemnity agreement.

The Contractor agrees that such indemnification by the Contractor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter. Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract.

B. PAYMENT FOR CLAIMS. Contractor guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Contractor or any subcontractor, in connection with the services provided under this Agreement, and Contractor shall be solely responsible for payment of all such claims. Final acceptance and payment does not release the Contractor from its obligations hereunder.

6. **COMPLIANCE WITH LAWS.**

A. The Contractor and any subcontractors shall comply with all federal, state and local laws, rules, regulations, and ordinances applicable to the work or payment for the work, and shall not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Agreement.

B. All final plans, documents, reports, studies, and other data prepared by the Contractor shall bear the professional's seal and signature in accordance with law.

C. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and has not paid or agreed to pay any person, company, or firm any fee, commission, or other consideration contingent upon or resulting from the award of making of this Agreement.

D. The Contractor shall allow public access to all documents, papers, letters, and other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement.

E. The Contractor and its employees shall be bound by the standards of conduct provided in the applicable Florida Statutes and rules of the Department of Business and Professional Regulation as they relate to the work performed under this Agreement.

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

G. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

H. No member, officer, or employee of the County or of the locality during his tenure or for two years thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

I. Throughout the duration of this Agreement, the Contractor will serve as an independent contractor of the County. As such, the Contractor will obey all laws relating to federal and state income taxes, associated payroll and business taxes, licenses and fees, workers compensation insurance, and all other applicable state and federal laws and regulations.

7. **INSURANCE.** The Contractor shall maintain all insurance required by law and the County and under the terms of this Agreement and the LAP Agreement. All such policies shall be issued by a reputable insurer licensed to do business in Florida approved by the County in the minimum amount required by law or by the County and shall name the County as an insured thereunder. The Contractor shall deliver proof of such policies to the County prior to performing any work under this Agreement, and all policies shall provide for written notification to the County no less than 30 days prior to expiration or cancellation of coverage. At a minimum, such policies shall include:

A. COMMERCIAL GENERAL LIABILITY. The Contractor shall maintain a commercial general liability policy or policies with minimum coverage in the amount of $1,000,000 per occurrence, including personal injury, bodily injury, property damage, broad form property damage, independent contractors, blanket contractual liability, and completed operations.

B. AUTOMOBILE LIABILITY. The Contractor shall maintain an automobile liability policy or policies with minimum coverage in the amount of $1,000,000 per occurrence combined single limits for all hired, owned, and non-owned vehicles.

C. PROFESSIONAL LIABILITY. The Contractor shall maintain a professional liability policy or policies with minimum coverage in the amount of $1,000,000. Said coverage shall be continuously maintained and in effect for a period of not less than five (5) years from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If at any time during the policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five (5) year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

D. OTHER INSURANCE. The Contractor shall maintain all other insurance required by law or the County or under the terms of the LAP Agreement, in the amounts required by law or the County or under the terms of the LAP Agreement, including, but not limited to workers' compensation, employers' liability, and disability insurance.

8. **SUBJECT TO FUNDING.** This Agreement is subject to funding from FDOT under the LAP Agreement. In the event that FDOT does not disburse funds to the County for any reason, including a default under the terms of the LAP Agreement, the County will have no obligation to disburse any funds for any reason. In the event that FDOT terminates funding for the Project under the LAP Agreement, this Agreement will automatically terminate. The County shall provide notice to the Contractor in the event that FDOT fails to appropriate funds, and in

such event the Contractor's obligations under the Agreement shall immediately cease, except that the Contractor shall be obligated to complete any obligations for which payment has been made at that time, if any. In addition, this Agreement is subject to the amounts budgeted by the County as amounts available for expenditure during the current fiscal year. The County shall not be liable for any amounts for which an appropriation is not made by any entity for any reason. Nothing herein will prevent the County from entering into contracts for periods exceeding one year, but any such contract shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. The County's disbursement of funds which were not available for disbursement shall not constitute a waiver of the County's rights hereunder and shall not make the County liable for any further payment.

9. **RETURN OF FUNDS.** In the event that FDOT requires the repayment of any funds disbursed under the LAP Agreement for any reason, the Contractor shall be solely responsible for the repayment of all such funds. This obligation shall survive the termination and expiration of this Agreement.

10. **SUBCONTRACTORS.** The Contractor will maintain an adequate and competent professional staff so as to enable the Contractor to timely perform under this Agreement and must be authorized to do business within the State of Florida and may associate with it such subcontractors, for the purpose of its services hereunder, without additional cost to the County, other than those costs negotiated within the limits and terms of this Agreement. All subcontractors and other persons retained by the Contractor to perform any work under this Agreement shall be the Contractor's agents, and the Contractor shall be fully responsible for satisfactory completion of all such work. The Contractor, however, will not sublet, assign or transfer any work under this Agreement to other than subcontractors specified in the Agreement without the written consent of the County.

11. **TERMINATION AND DEFAULT.**

A. This Agreement may be terminated by the County in whole or in part at any time, with or without cause. Termination by the County without cause or for convenience shall not constitute a default hereunder and shall not subject the County to any penalty or claim for damages. The County also has the right to terminate this Agreement for cause, including but not limited to, the Contractor's default or failure to perform hereunder, or the Contractor's voluntary or involuntary bankruptcy or in the event an assignment is made for the benefit of creditors. This Agreement may be terminated by the Contractor only by mutual consent of both parties.

B. If the County determines, in its sole discretion, that the performance of the Contractor is not satisfactory, the County shall have the option of (a) immediately terminating the Agreement, or (b) notifying the Contractor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) take whatever action is deemed appropriate by the County.

C. If the County decides to terminate this Agreement for reasons other than unsatisfactory performance of the Contractor, the County shall notify the Contractor of such termination, with instructions as to the effective date of termination, or specify the stage of work at which the Agreement is to be terminated.

D. If the Agreement is terminated before performance is completed, the Contractor shall be paid only for that work satisfactorily performed. All work in progress will become the property of the County and will be turned over promptly by the Contractor.

E. The County may issue a verbal or written Stop Work order to the Contractor at any time, and the Contractor shall immediately cease all performance under this Agreement until otherwise instructed. The Contractor shall have no claim for delay or other damages associated with the Stop Work order and shall be compensated only for services performed to the satisfaction of the County.

F. The County may elect, in its sole and absolute discretion, to enforce this Agreement and exercise any and all remedies available under applicable law. Neither a delay in exercising a remedy, nor the exercise of remedies in any particular order, shall be deemed an election of a single remedy or a waiver of any remedy or right by the County.

12. **CONFIDENTIAL INFORMATION.** The Contractor shall not, at any time during or following expiration or termination of its engagement hereunder (regardless of the manner, reason, time or cause thereof) directly or indirectly disclose or furnish to any person not entitled to receive the same for the immediate benefit of the County any trade secrets or confidential information as determined by the County in writing. The use and disclosure of the confidential information shall not apply to information which (a) was known to the Contractor before receipt of same from the County; or (b) becomes publicly known other than through the Contractor; or (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

13. **COVENANTS.** The Contractor agrees to (a) faithfully and diligently do and perform the acts and duties required in connection with its engagement hereunder, and (b) not engage in any activity which is or likely is contrary to the welfare, interest or benefit of the business now or hereafter conducted by the County.

14. **BINDING EFFECT.** This Agreement will inure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns.

15. **ASSIGNMENT.** The Contractor shall not sublet, assign or transfer any work under this Agreement without the prior written consent of the County.

16. **NOTICES.** All notices required to be given under the terms of this Agreement or which any of the parties desires to give hereunder shall be in writing and personally delivered or sent by registered or certified mail, return receipt requested, or sent by facsimile transmission, addressed as follows:

A. If to the Contractor, addressed to:

_____ (Contractor name)
Attention: _____
_____ (Address)
_____ (Address)

B. If to the County, addressed to:

Gadsden County Administration
Attention: County Administrator
9-B East Jefferson Street
Quincy, FL 32353

Any party may designate a change of address at any time by giving written notice thereof to the other parties.

17. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with Florida law.

18. **VENUE.** Venue in any legal action related to this Agreement shall be in Gadsden County.

19. **ENTIRE AGREEMENT.** This Agreement, including the LAP Agreement, Form FHWA-1273, and all other attachments and exhibits, which are incorporated herein, constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding on either party except to the extent incorporated in this Agreement. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

20. **CONTRACTUAL RELATIONSHIP.** The relationship between the County and the Contractor is such that the Contractor shall be independent contractor for all purposes. Neither the Contractor nor any agent or employee thereof shall be an agent or employee of the County for any reason. Nothing in this Agreement shall be deemed to create a partnership or joint venture between the Contractor and the County, or between the County and any other party, or cause the County to be liable or responsible for in any way for the actions, liabilities, debts, or obligations of the Contractor or any other party.

21. **TRUTH-IN-NEGOTIATION CERTIFICATE.** The Contractor hereby certifies that wage rates and other factual unit costs supporting the compensation under this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current

wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year after the expiration of this Agreement.

22. **CONFLICT OF INTEREST.** The Contractor hereby certifies that it shall completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with the performance of this Agreement which it believes that any officer, employee, or agent of the Contractor now has or will have. Such disclosure shall be made contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Contractor.

23. **MISCELLANEOUS.**

A. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in either gender shall extend to and include the other gender.

B. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

C. This Agreement may be amended, modified or supplemented only by a written instrument executed by all of the parties.

D. In the event either party seeks to enforce any or all of the terms of this Agreement, the party which prevails by order, judgment, stipulation, decree, settlement, voluntary action or otherwise, shall receive all reasonable attorneys' fees, costs, any other expenses, whether or not there is litigation, and whether any such litigation is judicial or administrative, including any appeals, from the losing party.

E. This Agreement may be executed in multiple counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Execution of this Agreement by the parties hereto may be evidenced by the transmission of facsimile or electronic pdf copies.

F. Paragraph headings used herein are for convenience only and shall not be construed as controlling the scope of any provision.

G. This Agreement has been duly authorized by all necessary action.

24. **TERMS FOR FEDERAL-AID CONTRACTS.**

The following terms apply to all contracts in which it is indicated in the Standard Professional Services Agreement that the services involve the expenditure of federal funds:

A. It is understood and agreed that all rights of the County and FDOT relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.

B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding.

C. Compliance with Regulations: The Contractor shall comply with the Regulations of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

D. Nondiscrimination: The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

E. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

F. Information and Reports: The Contractor will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County, FDOT, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the County, FDOT, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

G. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the County shall impose such contract sanctions as it or the FDOT, Federal Highway Administration, Federal Transit

Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,

1. withholding of payments to the Contractor under the contract until the Contractor complies and/or

2. cancellation, termination or suspension of the contract, in whole or in part.

H. Incorporation of Provisions: The Contractor will include the provisions of Paragraph C through H in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the County, FDOT, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the County to enter into such litigation to protect the interests of the County, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

I. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.

J. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.

K. Participation by Disadvantaged Business Enterprises: The Contractor shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Contractor and any subconsultant or contractor.

The Contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate.

L. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.

M. It is understood and agreed that if the Contractor at any time learns that the certification it provided the County in compliance with 2 CFR, Part 180, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Contractor shall provide immediate written notice to the County. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Contractor in all lower tier covered transactions and in all aforementioned federal regulation.

N. The County hereby certifies that neither the Contractor nor the Contractor's representative has been required by the County, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

1. employ or retain, or agree to employ or retain, any firm or person, or

2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

The County further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates shown below.

CONTRACTOR:

STANTEC CONSULTING SERVICES, INC., a FOREIGN PROFIT CORPORATION

ATTEST:

By: _____
CORPORATE SECRETARY

By: _____
Name: FERNANDO A. DIAZ
Title: VICE-PRESIDENT

Date: SEPT. 20, 2013

GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS

ATTEST:

By:_____
DOUGLAS M. CROLEY, CHAIRPERSON

By:_____
NICHOLAS THOMAS, CLERK

Date:_____

APPROVED AS TO FORM:

By:_____
COUNTY ATTORNEY

Federal Provisions to be included in Local Agency Contracts:

TERMS FOR FEDERAL-AID CONTRACTS

The following terms apply to all contracts in which it is indicated in the Standard Professional Services Agreement that the services involve the expenditure of federal funds:

A. It is understood and agreed that all rights of the Agency relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.

B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement not withstanding.

C. Compliance with Regulations: The Consultant shall comply with the Regulations of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

D. Nondiscrimination: The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

E. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

F. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Agency, Florida Department of

Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

G. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Agency shall impose such contract sanctions as it or the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,

   1. withholding of payments to the Consultant under the contract until the Consultant complies and/or

   2. cancellation, termination or suspension of the contract, in whole or in part.

H. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through H in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the Agency to enter into such litigation to protect the interests of the Agency, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

I. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.

J. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other

political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.

K. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.

The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate.

L It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.

M. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Agency in compliance with 2 CFR, Part 180, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Agency. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.

N. The Agency hereby certifies that neither the consultant nor the consultant's representative has been required by the Agency, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

1. employ or retain, or agree to employ or retain, any firm or person, or

2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Agency further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

O. The Consultant hereby certifies that it has not:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;

2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or

3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The consultant further acknowledges that this agreement will be furnished to the Agency and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

Employment Eligibilty Verification

The Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to confirm the employment eligibility of all persons employed by the Consultant during the term of the Contract to perform employment duties within Florida and all persons, including subconsultants, assigned by the Consultant to perform work pursuant to the Contract.

EXHIBIT "A"

CONSTRUCTION ENGINEERING AND INSPECTION

SCOPE OF SERVICES

FOR

Project Description: CEI Services for CR 270 (Shady Rest Road) Paved Shoulder Project from SR 12 (Havana Highway to the Florida Georgia Highway)

Financial Project ID(s): 429672-2-58-01

Federal Project No.: N/A

TABLE OF CONTENTS

1.0 PURPOSE 1

2.0 SCOPE 1

3.0 LENGTH OF SERVICE 1

4.0 DEFINITIONS 2

5.0 ITEMS TO BE FURNISHED BY THE GADSDEN COUNTY TO CONSULTANT 2

6.0 ITEMS FURNISHED BY THE CONSULTANT 3

6.1 GADSDEN COUNTY DOCUMENTS 3
6.2 VEHICLES 3
6.3 FIELD EQUIPMENT 3
6.4 LICENSING FOR EQUIPMENT OPERATIONS 3

7.0 LIAISON 3

8.0 PERFORMANCE OF THE CONSULTANT 4

9.0 REQUIREMENTS 4

9.1 GENERAL 4
9.2 SURVEY CONTROL 4
9.3 ON-SITE INSPECTION 5
9.4 SAMPLING AND TESTING 5
9.5 ENGINEERING SERVICES 5

10.0 PERSONNEL 7

10.1 GENERAL REQUIREMENTS 7
10.2 PERSONNEL QUALIFICATIONS 7
10.3 STAFFING 11

11.0 QUALITY ASSURANCE PROGRAM 12

11.2 QA PLAN 12
11.1 QUALITY REVIEWS 13
11.3 QUALITY RECORDS 13

12.0 CERTIFICATION OF FINAL ESTIMATES 13

12.1 FINAL ESTIMATE AND AS-BUILT PLANS SUBMITTAL 13
12.2 CERTIFICATION 13

13.0 AGREEMENT MANAGEMENT 14

13.1 GENERAL 14
13.2 INVOICING INSTRUCTIONS 14

14.0 OTHER SERVICES 15

15.0 POST CONSTRUCTION CLAIMS REVIEW 15

16.0 CONTRADICTIONS 15

17.0 THIRD PARTY BENEFICIARY 15

18.0 GADSDEN COUNTY AUTHORITY 15

SCOPE OF SERVICES
CONSTRUCTION ENGINEERING AND INSPECTION

1.0 PURPOSE:

This scope of services describes and defines the Construction Engineering and Inspection (CEI) services which are required for contract administration, inspection, and materials sampling and testing for the construction projects listed below.

2.0 SCOPE:

Provide services as defined in this Scope of Services, the referenced Gadsden County manuals, and procedures.

The projects for which the services are required are:

Financial Project IDs: 429671-2-58-01
Descriptions: Shady Rest Road Paved Shoulder Project from SR 12 (Havana Highway) to the Florida Georgia Highway
County: Gadsden

Exercise independent professional judgment in performing obligations and responsibilities under this Agreement. Pursuant to Section 4.1.4 of the Construction Project Administration Manual (CPAM), the authority of the Consultant's lead person, such as the Senior Project Engineer, and the Consultant's Project Administrator shall be identical to the Gadsden County's Resident Engineer and Project Administrator respectively and shall be interpreted as such.

Services provided by the Consultant shall comply with Gadsden County manuals, procedures, and memorandums in effect as of the date of execution of the Agreement unless otherwise directed in writing by the Gadsden County. Such Gadsden County manuals, procedures, and memorandums are found at the State Construction Office's website.

On a single Construction Contract, it is a conflict of interest for a professional firm to receive compensation from both the Gadsden County and the Contractor either directly or indirectly.

3.0 LENGTH OF SERVICE:

The services for each Construction Contract shall begin upon written notification to proceed by the Gadsden County.

Track the execution of the Construction Contract such that the Consultant is given timely authorization to begin work. While no personnel shall be assigned until written notification by the Gadsden County has been issued, the Consultant shall be ready to assign personnel within two weeks of notification. For the duration of the project, coordinate closely with Gadsden County and Contractor to minimize rescheduling of Consultant activities due to construction delays or changes in scheduling of Contractor activities.

For estimating purposes, the Consultant will be allowed an accumulation of thirty (30) calendar days to perform preliminary administrative services prior to the issuance of the Contractor's

notice to proceed on the first project and thirty (30) calendar days to demobilize after final acceptance of the last Construction Contract.

The anticipated letting schedules and construction times for the projects are tabulated below:

Construction Contract Estimate

Financial Project ID	Letting Date (Mo/Day/Yr)	Start Date (Mo/Day/Yr)	Duration (Days)
42967225801	10/8/2013		302

4.0 DEFINITIONS:

A. Agreement: The Professional Services Agreement between the Gadsden County and the Consultant setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of services, and the basis of payment.

B. Contractor: The individual, firm, or company contracting with the Gadsden County for performance of work or furnishing of materials.

C. Construction Contract: The written agreement between Gadsden County and the Contractor setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of labor and materials, and the basis of payment.

D. Construction Project Manager: The Gadsden County Public Works Department is assigned to manage the Construction Engineering and Inspection Contract and represent Gadsden County during the performance of the services covered under this Agreement.

E. Construction Training/Qualification Program (CTQP): The Florida Department of Transportation (FDOT) program for training and qualifying technicians in Aggregates, Asphalt, Concrete, Earthwork, and Final Estimates Administration. Program information is available at CTQP website.

F. Consultant: The Consulting firm under contract to Gadsden County for administration of Construction Engineering and Inspection services.

G. Consultant Project Administrator: The employee assigned by the Consultant to be in charge of providing Construction Contract administration services for one or more Construction Projects.

H. Consultant Senior Project Engineer: The Engineer assigned by the Consultant to be in charge of providing Construction Contract administration for one or more Construction Projects. This person may supervise other Consultant employees and act as the lead Engineer for the Consultant.

5.0 ITEMS TO BE FURNISHED BY THE GADSDEN COUNTY TO THE CONSULTANT:

A. The Gadsden County, on an as needed basis, will furnish the following Construction Contract documents for each project. These documents may be provided in either paper or electronic format.

1. Construction Plans,
2. Specification Package,
3. Copy of the Executed Construction Contract

6.0 ITEMS FURNISHED BY THE CONSULTANT:

6.1 Gadsden County Documents:

All applicable Gadsden County documents referenced herein shall be a condition of this Agreement. All Gadsden County documents, directives, procedures, and standard forms are available through the Gadsden County's Public Works Department.

6.2 Vehicles:

Vehicles will be equipped with appropriate safety equipment and must be able to effectively carry out requirements of this Agreement. Vehicles shall have the name and phone number of the consulting firm visibly displayed on both sides of the vehicle.

6.3 Field Equipment:

Supply survey, inspection, and testing equipment essential to perform services under this Agreement; such equipment includes non-consumable and non-expendable items.

Equipment described herein and expendable materials under this Agreement will remain the property of the Consultant and shall be removed at completion of the work.

Handling of nuclear density gauges shall be in compliance with their license.

Retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment shall be maintained and in operational condition at all times.

6.4 Licensing for Equipment Operations:

Obtain proper licenses for equipment and personnel operating equipment when licenses are required. The license and supporting documents shall be available for verification by the Gadsden County, upon request.

Radioactive Materials License for use of Surface Moisture Density Gauges shall be obtained through the State of Florida Department of Health.

7.0 LIAISON RESPONSIBILITY OF THE CONSULTANT:

For the duration of the Agreement, keep the Gadsden County's Construction Project Manager in Responsible Charge informed of all significant activities, decisions, correspondence, reports, and other communications related to its responsibilities under this Agreement.

Facilitate communications between all parties (i.e. architectural, mechanical, materials, landscaping, local agencies, etc.) ensuring responses and resolutions are provided in a timely manner. Maintain accurate records to document the communication process.

Submit all administrative items relating to Invoice Approval, Personnel Approval, User IDs, Time Extensions, and Supplemental Amendments to the Construction Project Manager for review and approval.

8.0 PERFORMANCE OF THE CONSULTANT:

During the term of this Agreement and all Supplemental Amendments thereof, the Gadsden County will review various phases of Consultant operations, such as construction inspection, materials sampling and testing, and administrative activities, to determine compliance with this Agreement. Cooperate and assist Gadsden County representatives in conducting the reviews. If deficiencies are indicated, remedial action shall be implemented immediately. Gadsden County recommendations and Consultant responses/actions are to be properly documented by the Consultant. No additional compensation shall be allowed for remedial action taken by the Consultant to correct deficiencies. Remedial actions and required response times may include but are not necessarily limited to the following:

A. Further subdivide assigned inspection responsibilities, reassign inspection personnel, or assign additional inspection personnel, within one week of notification.

B. Immediately replace personnel whose performance has been determined by the Consultant and/or Gadsden County to be inadequate.

C. Immediately increase the frequency of monitoring and inspection activities in phases of work that are the Consultant's responsibility.

D. Increase the scope and frequency of training of the Consultant personnel.

9.0 REQUIREMENTS OF THE CONSULTANT:

9.1 General:

It shall be the responsibility of the Consultant to administer, monitor, and inspect the Construction Contract such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract.

Observe the Contractor's work to determine the progress and quality of work. Identify discrepancies, report significant discrepancies to Gadsden County, and direct the Contractor to correct such observed discrepancies.

Inform the Construction Project Manager of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor.

9.2 Survey Control:

Check or establish the survey control baseline(s) along with sufficient baseline control points and bench marks at appropriate intervals along the project in order to: (1) make and record measurements necessary to calculate and document quantities for pay items, (2) make and record pre-construction and final cross section surveys of the project site in those areas where earthwork (i.e., embankment, excavation, subsoil excavation, etc.) is part of the construction project, and (3) perform incidental engineering surveys.

Any questions or requests for "Waiver of Survey" should be directed to the Construction Project Manager.

9.3 On-site Inspection:

Monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Construction Contract to determine that the projects are constructed in reasonable conformity with such documents. Maintain detailed accurate records of the Contractor's daily operations and of significant events that affect the work. Gadsden County will monitor off-site activities and fabrication unless otherwise stipulated by this Agreement.

Monitor and inspect Contractor's Work Zone Traffic Control Plan and review modifications to the Work Zone Traffic Control Plan, including Alternate Work Zone Traffic Control Plan, in accordance with the Gadsden County's procedures. Consultant employees performing such services shall be qualified in accordance with the Gadsden County's procedures.

9.4 Sampling and Testing:

Perform sampling and testing of component materials and completed work in accordance with the Construction Contract documents. The minimum sampling frequencies set out in the FDOT's Materials Sampling, Testing and Reporting Guide shall be met. In complying with the aforementioned guide, provide daily surveillance of the Contractor's Quality Control activities and perform the sampling and testing of materials and completed work items for verification and acceptance.

Determine the acceptability of all materials and completed work items on the basis of either test results or verification of a certification, certified mill analysis, DOT label, DOT stamp, etc.

Gadsden County will monitor the effectiveness of the Consultant's testing procedures through observation and independent assurance testing.

Sampling, testing and laboratory methods shall be as required by the FDOT's Standard Specifications, Supplemental Specifications or as modified by the Special Provisions of the Construction Contract.

Documentation reports on sampling and testing performed by the Consultant shall be submitted during the same week that the construction work is done.

Transport samples to be tested in a certified FDOT laboratory.

9.5 Engineering Services:

Coordinate the Construction Contract administration activities of all parties other than the Contractor involved in completing the construction project. Notwithstanding the above, the Consultant is not liable to Gadsden County for failure of such parties to follow written direction issued by the Consultant.

Services shall include maintaining the required level of surveillance of Contractor activities, interpreting plans, specifications, and special provisions for the Construction Contract. Maintain complete, accurate records of all activities and events relating to the project and properly document all project changes. The following services shall be performed:

(1) Verify that the Contractor is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with the project. For each project that requires the use of the NPDES General Permit, provide at least one inspector who has successfully completed the "Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors". The Consultant's inspector will be familiar with the requirements set forth in the FEDERAL REGISTER, Vol. 57, No. 187, Friday, September 5, 1992, pages 4412 to 4435 "Final NPDES General Permits for Storm Water Discharges from Construction Sites" and the Gadsden County's guidelines.

(2) Analyze the Contractor's schedule(s) (i.e. baseline(s), revised baseline(s), updates, as-built, etc.) for compliance with the contract documents. Elements including, but not limited to, completeness, logic, durations, activity, flow, milestone dates, concurrency, resource allotment, and delays will be reviewed. Verify the schedule conforms with the construction phasing and MOT sequences, including all contract modifications. Provide a written review of the schedule identifying significant omissions, improbable or unreasonable activity durations, errors in logic, and any other concerns as detailed in CPAM.

(3) Analyze problems that arise on a project and proposals submitted by the Contractor; work to resolve such issues, and process the necessary paperwork.

(4) Produce reports, verify quantity calculations and field measure for payment purposes as needed to prevent delays in Contractor operations and to facilitate prompt processing of such information in order for the Gadsden County to make timely payment to the Contractor.

(5) Monitor each Contractor and Subcontractor's compliance with specifications and special provisions of the Construction Contract in regard to payment of predetermined wage rates in accordance with Gadsden County procedures.

(6) Provide a Resident Compliance Specialist for surveillance of the Contractor's compliance with Construction Contract requirements. The Resident Compliance Specialist is responsible for reviewing, monitoring, evaluating and acting upon documentation required for Construction Contract compliance, and maintaining the appropriate files thereof. Typical areas of compliance responsibility include EEO Affirmative Actions for the prime contractor and subcontractor, DBE Affirmative Action, Contractor Formal Training, Payroll, and Subcontracts. The Resident Compliance Specialist must keep all related documents and correspondence accurate and up to date; attend all compliance reviews and furnish the complete project files for review to the Gadsden County Construction Project Manager.

(7) Provide Public Information Services and be proactive in keeping the community aware of the status and traffic impacts of the referenced project. With approval from the Gadsden County designee, prepare and disseminate information to the public, elected officials and the media of any upcoming events, which will affect traffic flow. Produce and distribute all publications (letters, flyers, brochures and news releases) necessary for this contract. Prior to release, the Gadsden County designee will approve all responses, letters, news releases and the like. Provide timely, professional responses to project inquiries including emails, telephone calls, etc. Coordinate general public information meetings, open houses, community meetings as directed by the Gadsden County representatives. Notify Florida 511 of lane closures and detours and notify TeleAtlas of permanent roadway changes.

(8) Prepare and submit to the Construction Project Manager monthly, a Construction Status Reporting System (CSRS) report, in a format to be provided by the Gadsden County.

(9) Video tape the pre-construction conditions throughout the project limits. Provide a digital photo log or video of project activities, with heavy emphasis on potential claim items/issues and on areas of real/potential public controversy.

(10) Provide a digital camera for photographic documentation of pre-construction state and of noteworthy incidents or events during construction.

These photographs will be filed and maintained on the Consultant's computer using a Digital Photo Management system.

Photographs shall be taken the day prior to the start of construction and continue as needed throughout the project. Photographs shall be taken the days of Conditional, Partial and Final Acceptance.

10.0 PERSONNEL:

10.1 General Requirements:

Provide qualified personnel necessary to efficiently and effectively carry out its responsibilities under this Agreement. Method of compensation for personnel assigned to this project is outlined in Exhibit "B."

Unless otherwise agreed to by Gadsden County, the Gadsden County will not compensate straight overtime or premium overtime for the positions of Senior Project Engineer, Project Administrator/Project Engineer, Contract Support Specialist and Assistant or Associate to any of these positions.

10.2 Personnel Qualifications:

Provide competent personnel qualified by experience and education. Submit in writing to the Construction Project Manager the names of personnel proposed for assignment to the project, including a detailed resume for each containing at a minimum: salary, education, and experience.

Personnel identified in the Consultant technical proposal are to be assigned as proposed and are committed to performing services under this Agreement. Personnel changes will require written approval from Gadsden County. Staff that has been removed shall be replaced by the Consultant within one week of Gadsden County's notification.

Before the project begins, all project staff shall have a working knowledge of the current CPAM and must possess all the necessary qualifications/certifications for fulfilling the duties of the position they hold. Cross training of the Consultant's project staff is highly recommended to achieve a knowledgeable and versatile project inspection team but shall not be at any additional cost to Gadsden County and should occur as workload permits. Visit the training page on the State Construction Office website for training dates.

Minimum qualifications for the Consultant personnel are set forth as follows. Exceptions to these minimum qualifications will be considered on an individual basis. However, a Project Administrator working under the supervision and direction of a Senior Project Engineer or an Inspector working under the supervision and direction of a Senior Inspector shall have six months from the date of hire to obtain the necessary qualifications/certifications provided all other requirements for such positions are met and the Consultant submits a training plan detailing when such qualifications/certifications and other training relative will be obtained. The Construction Project Manager or designee will have the final approval authority on such exceptions.

CEI SENIOR PROJECT ENGINEER - A Civil Engineering degree and registered in the State of Florida as a Professional Engineer (or if registered in another state, the ability to obtain registration in the State of Florida within six months) and six (6) years of engineering experience [(two (2) years of which are in major road or bridge construction)] or [(five (5) of which are in major bridge construction) - for Complex Bridge Projects with the exception of PTS projects which require two (2) years of major bridge construction], or for non-degreed personnel the aforementioned registration and ten (10) years of engineering experience (two (2) years of which are in major road or bridge construction). Qualifications include the ability to communicate effectively in English (verbally and in writing); direct highly complex and specialized construction engineering administration and inspection program; plans and organizes the work of subordinate and staff members; develops and/or reviews policies, methods, practices, and procedures; and reviews programs for conformance with FDOT standards. Also must have the following:

QUALIFICATIONS:
FDOT Advanced MOT
Attend the CTQP Quality Control Manager course and pass the examination.

CERTIFICATIONS:
None

OTHER:
Complete the Critical Structures Construction Issues, Self Study Course, and submit the mandatory Certification of Course Completion form (for structures projects).

A Master's Degree in Engineering may be substituted for one (1) year engineering experience.

CEI CONTRACT SUPPORT SPECIALIST - A High School diploma or equivalent and four (4) years of road & bridge construction engineering inspection (CEI) experience having performed/assisted in project related duties (i.e., LIMS, progress and final estimates, EEO compliance, processing Construction Contract changes, etc.) or a Civil Engineering Degree. Should exercise independent judgment in planning work details and making technical decisions related to the office aspects of the project. Should be familiar with the Gadsden County's Procedures covering the project related duties as stated above and be proficient in the computer programs necessary to perform these duties. Shall become proficient in Multi-Line and Engineering Menu.

QUALIFICATIONS:
CTQP Final Estimates Level II

CEI RESIDENT COMPLIANCE SPECIALIST - Graduation from an accredited high school or equivalent with one (1) year of experience as a resident compliance officer on a construction project or two (2) years of assisting the compliance officer in monitoring the project. Should have prior experience in both State funded and Federal Aid funded construction projects with FDOT and knowledge of EEO/AA laws and FDOT's DBE and OJT programs. Ability to analyze, collect, evaluate data, and take appropriate action when necessary. Must attend all training workshops or meetings for Resident Compliance Specialists as determined necessary.

CEI SENIOR INSPECTOR/SENIOR ENGINEER INTERN – High school graduate or equivalent plus four (4) years of experience in construction inspection, two (2) years of which shall have been in bridge and/or roadway construction inspection with the exception of Complex Category 2 (CC2) bridge structures or a Civil Engineering degree and one (1) year of road & bridge CEI experience with the ability to earn additional required qualifications within one year. (Note: Senior Engineer Intern classification requires one (1) year experience as an Engineer Intern.)

For CC2 bridge structures, be a high school graduate or equivalent and have five (5) years of general bridge construction experience of which two (2) years must have been with the type of CC2 bridge construction project for which CEI services are being provided by this scope. As an exception, only one (1) year of PTS bridge experience will be required. Additionally, a minimum of twelve (12) months of experience as the Senior Inspector in primary control of the type CC2 construction project for which CEI services are being provided by this scope. To be in primary control, a Senior Inspector must have supervised two or more inspectors and must have been directly responsible for all inspection requirements related to the construction operations assigned.

CPTS years of experience must have included a minimum of twelve (12) months of inspection experience in one or both of the following depending on which area the inspector is being approved for: (1) casting yard inspection; (2) erection inspection. In addition, two (2) years of geometry-control surveying experience is required for inspectors that perform or monitor geometry control surveying in a casting yard.

CPTCB years of experience must include monitoring and inspection of the following: girder erection, safe use of girder erection cranes, girder stabilization after erection, false work for temporary girder support, and PT and grouting operations.
PTS years of experience must include monitoring of the following: installation of PT ducts and related hardware and post-tensioning and grouting of strands or be the level of experience that meets the criteria for CPTS or CPTCB bridges.
MB years of experience must have included the inspection of MB mechanical components for machinery inspectors and MB electrical components/systems for electrical inspectors.

Must have the following as required by the scope of work for the project:

QUALIFICATIONS:
CTQP Concrete Field Technician Level I
CTQP Concrete Field Inspector Level II (Bridges)
CTQP Asphalt Roadway Level I
CTQP Asphalt Roadway Level II CTQP Earthwork Construction Inspection Level I
CTQP Earthwork Construction Inspection Level II
CTQP Pile Driving Inspection
CTQP Drilled Shaft Inspection (required for inspection of all drilled shafts including miscellaneous structures such as sign structures, lighting structures, and traffic signal structures)
CTQP Grouting Technician Level I
CTQP Post-Tensioning Technician Level I
IMSA Traffic Signal Technician Level I
FDOT Intermediate MOT
CTQP Final Estimates Level I

CERTIFICATIONS:
Nuclear Radiation Safety

OTHER:
Complete the Critical Structures Construction Issues, Self Study Course, and submit the mandatory Certification of Course Completion form (for structures projects).

Responsible for performing highly complex technical assignments in field surveying and construction layout, making, and checking engineering computations, inspecting construction work, and conducting field tests and is responsible for coordinating and managing the lower level inspectors. Work is performed under the general supervision of the Project Administrator.

CEI INSPECTOR/ENGINEER INTERN - High school graduate or equivalent plus two (2) years experience in construction inspection, one (1) year of which shall have been in bridge and/or roadway construction inspection, plus the following:

Must have the following as required by the scope of work of the project:

QUALIFICATIONS:
CTQP Concrete Field Inspector Level I
CTQP Asphalt Roadway Level I
CTQP Earthwork Construction Inspection Level I

CTQP Final Estimates Level I
FDOT Intermediate MOT

CERTIFICATIONS:
Nuclear Radiation Safety
Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors

OTHER:
Complete the Critical Structures Construction Issues, Self Study Course, and submit the mandatory Certification of Course Completion form (for structures projects).

Or a Civil Engineering degree with the ability to earn additional required qualifications within one year. (Note: Engineer Intern classification requires E.I.T. certificate.)

Responsible for performing assignments in assisting Senior Inspector in the performance of their duties. Receive general supervision from the Senior Inspector who reviews work while in progress. Civil Engineering graduates must obtain certifications within the first year of working as an inspector or Engineer Intern. Exceptions will be permitted on a case-by-case basis so long as qualifications and certifications are appropriate for specific inspection duties.

CEI SECRETARY/CLERK TYPIST- High school graduate or equivalent plus two (2) years of secretarial and/or clerical experience. Ability to type at a rate of 35 correct words per minute. Experienced in the use of standard word processing software. Should exercise independent initiative to help relieve the supervisor of clerical detail. Work under general supervision of the Senior Project Engineer and staff.

CEI ASPHALT PLANT INSPECTOR- High School Graduate or equivalent plus one (1) year experience in the surveillance and inspection of hot mix asphalt plant operations and have the following:

QUALIFICATIONS:
CTQP Asphalt Plant Level I
CTQP Asphalt Plant Level II

10.3 Staffing:

Once authorized, the Consultant shall establish and maintain appropriate staffing throughout the duration of construction and completion of the final estimate. Responsible personnel, thoroughly familiar with all aspects of construction and final measurements of the various pay items, shall be available to resolve disputed final pay quantities until the Gadsden County has received a regular acceptance letter.

Construction engineering and inspection forces will be required of the Consultant while the Contractor is working. If Contractor operations are substantially reduced or suspended, the Consultant will reduce its staff appropriately.

In the event that the suspension of Contractor operations requires the removal of Consultant forces from the project, the Consultant will be allowed ten (10) days maximum to demobilize, relocate, or terminate such forces.

11.0 QUALITY ASSURANCE (QA) PROGRAM:

11.1 Quality Assurance Plan:

Within thirty (30) days after receiving award of an Agreement, furnish a QA Plan to the Construction Project Manager. The QA Plan shall detail the procedures, evaluation criteria, and instructions of the Consultant's organization for providing services pursuant to this Agreement. Unless specifically waived, no payment shall be made until the Gadsden County approves the Consultant QA Plan.

Significant changes to the work requirements may require the Consultant to revise the QA Plan. It shall be the responsibility of the Consultant to keep the plan current with the work requirements. The Plan shall include, but not be limited to, the following areas:

A. Organization:

A description is required of the Consultant QA Organization and its functional relationship to the part of the organization performing the work under the Agreement. The authority, responsibilities and autonomy of the QA organization shall be detailed as well as the names and qualifications of personnel in the quality control organization.

B. Quality Assurance Reviews:

Detail the methods used to monitor and achieve organization compliance with Agreement requirements for services and products.

C. Quality Assurance Records:

Outline the types of records which will be generated and maintained during the execution of the QA program.

D. Control of Subconsultants and Vendors:

Detail the methods used to control subconsultant and vendor quality.

E. Quality Assurance Certification:

An officer of the Consultant firm shall certify that the inspection and documentation was done in accordance with FDOT specifications, plans, standard indexes, and Gadsden County procedures.

11.2 Quality Assurance Reviews:

Conduct semi-annual Quality Assurance Reviews to ensure compliance with the requirements of the Agreement. Quality Assurance Reviews shall be conducted to evaluate the adequacy of materials, processes, documentation, procedures, training, guidance, and staffing included in the execution of this Agreement. Quality Assurance Reviews shall also be developed and performed to achieve compliance with specific QA provisions contained in this Agreement. The semi-annual reviews shall be submitted to the Construction Project Manager in written form no later than one (1) month after the review.

On short duration CCEI projects (nine (9) months or less), the CCEI shall perform an initial QA review within the first two (2) months of the start of construction.

On asphalt projects, the CCEI shall perform an initial QA review on its asphalt inspection staff after the Contractor has completed ten (10) full work days of mainline asphalt paving operations, or 25% of the asphalt pay item amount (whichever is less) to validate that all sampling, testing, inspection, and documentation are occurring as required of the CCEI staff.

11.3 Quality Records:

Maintain adequate records of the quality assurance actions performed by the organization (including subcontractors and vendors) in providing services and products under this Agreement. All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective actions taken. All records shall be available to the Gadsden County, upon request, during the Agreement term. All records shall be kept at the primary job site and shall be subject to audit review.

12.0 CERTIFICATION OF FINAL ESTIMATES:

12.1 Final Estimate and As-Built Plans Submittal:

Prepare documentation and records in compliance with the Agreement, Statewide Quality Control (QC) Plan, or Consultant's approved QC Plan and the Gadsden County's Procedures as required by Section 4.1.4 of Review and Administration Manual.

Submit the Final Estimate(s) and one (1) set of final "as-built plans" documenting the Contractor's work in accordance with the Review and Administration Manual.

Revisions to the Certified Final Estimate will be made at no additional cost to the Gadsden County.

12.2 Certification:

Consultant personnel preparing the Certified Final Estimate Package shall be CTQP Final Estimates Level II.

Duly authorized representative of the Consultant firm will provide a notarized certification on a form pursuant to Gadsden County's procedures.

13.0 AGREEMENT MANAGEMENT:

13.1 General:

(1) With each monthly invoice submittal, the Consultant will provide a Status Report for the Agreement. This report will provide the an accounting of the additional Agreement calendar days allowed to date, an estimate of the additional calendar days anticipated to be added to the original schedule time, an estimate of the Agreement completion date, and an estimate of the Consultant funds expiration date per the Agreement schedule for the prime Consultant and for each subconsultant. The Consultant will provide a printout from the Equal Opportunity Reporting System showing the previous month's payments made to subconsultants. Invoices not including this required information may be rejected.

(2) When the Consultant identifies a condition that will require an amendment to the Agreement, the Consultant will communicate this need to the Construction Project Manager for acceptance. Upon acceptance, prepare and submit an Amendment Request (AR), and all accompanying documentation to the Construction Project Manager for approval and further processing. The AR is to be submitted at such time to allow the Gadsden County 12 weeks to process, approve, and execute the AR. The content and format of the AR and accompanying documentation shall be in accordance with the instructions and format to be provided by the Gadsden County.

(3) The Consultant is responsible for performing follow-up activities to determine the status of each Amendment Request submitted to the Gadsden County.

13.2 Invoicing Instructions:

Monthly invoices shall be submitted to the Gadsden County in a format and distribution schedule defined by the Gadsden County, no later than the 20th day of the following month.

If the monthly invoice cannot be submitted on time, notify the Gadsden County prior to the due date stating the reason for the delay and the planned submittal date. Once submitted, the Consultant Project Principal or Senior Project Engineer shall notify the Construction Project Manager via e-mail of the total delay in calendar days and the reason(s) for the delay(s).

All invoices shall be submitted to Gadsden County in hard copy format (3 original) using AIA Document G702.

All charges to the individual project will end no later than thirty (30) calendar days following final acceptance; or where all items of work are complete and conditional/partial acceptance is issued; unless authorized in writing by the Gadsden County.

A Final Invoice will be submitted to the Gadsden County no later than the 60th day following Final Acceptance of the individual project or as requested by the Gadsden County.

14.0 OTHER SERVICES:

Upon written authorization by the Board of County Commissioners or designee, the Consultant will perform additional services in connection with the project not otherwise identified in this Agreement. The following items are not included as part of this Agreement, but may be required by the Gadsden County to supplement the Consultant services under this Agreement.

A. Assist in preparing for arbitration hearings or litigation that occurs during the Agreement time in connection with the construction project covered by this Agreement.

B. Provide qualified engineering witnesses and exhibits for arbitration hearings or litigation in connection with the Agreement.

C. Provide inspection services in addition to those provided for in this Agreement.

D. Provide services determined necessary for the successful completion and closure of the Construction Contract.

15.0 POST CONSTRUCTION CLAIMS REVIEW:

In the event the Contractor submits a claim for additional compensation and/or time after the Consultant has completed this Agreement, analyze the claim, engage in negotiations leading to settlement of the claim, and prepare and process the required documentation to close out the claim. Compensation for such services will be negotiated and effected through a Supplemental Amendment to this Agreement.

16.0 CONTRADICTIONS:

In the event of a contradiction between the provisions of this Scope of Services and the Consultant's proposal as made a part of their Agreement, the provisions of the Scope of Services shall apply.

17.0 THIRD PARTY BENEFICIARY

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a claim, cause of action, lien or any other damages or any relief of any kind pursuant to the terms or provisions of this Agreement.

18.0 GADSDEN COUNTY AUTHORITY

The Gadsden County shall be the final authority in considering modifications to the Construction Contract for time, money or any other consideration except matters agreed to by the Contractor through contract changes negotiated by the Consultant, as authorized in Section 9.1 herein.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

375-030-33
PROCUREMENT
10/01

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS
(Compliance with 49CFR, Section 20.100 (b))

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant: Stantec Consulting Services Inc.

By: Brian Lemieux, PE Date: 7/11/2013

Authorized Signature: Brian P. Lemieux

Title: Senior Principal

49 CFR Part 29 - Appendix B

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

Instructions For Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled ``Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

TRUTH IN NEGOTIATION CERTIFICATION

375-030-30
PROCUREMENT
10/01

For any lump-sum or cost-plus-a-fixed-fee professional service agreement over $60,000 the Florida Department of Transportation (Department) requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal.

The Consultant hereby certifies, covenants and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement will be accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Department determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the agreement. For purpose of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Department, whichever is later.

Stantec Consulting Services Inc.
Name of Consultant

By: Brian P. Lemon
Authorized Signature

7/11/2013
Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DBE PARTICIPATION STATEMENT

375-030-21
PROCUREMENT
10/01

Note: The Consultant is required to complete the following information and submit this form with the technical proposal.

Project Description: County Road 270 LAP Engineering Inspector RFP No. 13-09

Consultant Name: Stantec Consulting Services Inc.

This consultant is not a Department of Transportation certified Disadvantaged Business Enterprise (DBE).

Expected percentage of contract fees to be subcontracted to DBE(s): 0 %

If the intention is to subcontract a portion of the contract fees to DBE(s), the proposed DBE sub-consultants are as follows:

DBE Sub-Consultant	Type of Work/Commodity

By: Grant T. Lemon
Title: Senior Principal
Date: 7/11/2013

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

375-040-62
PROCUREMENT
04/07

BID OPPORTUNITY LIST FOR PROFESSIONAL CONSULTANT SERVICES, AND COMMODITIES & CONTRACTUAL SERVICES

Prime Contractor/Prime Consultant: Stantec Consulting Services Inc.

Address/Phone Number: 703 E. Highway 90; Bonifay, FL 32425 / (850) 547-3820

Procurement Number/Advertisement Number: FPID 429672-2-58-01 and 429672-2-68-01

49 CFR Part 26.11 The list is intended to be a listing of all firms that are participating, or attempting to participate, on DOT-assisted contracts. The list must include all firms that bid on prime contracts, or bid or quote subcontracts and supplies materials on DOT-assisted projects, including both DBEs and non-DBEs. For consulting companies this list must include all subconsultants contacting you and expressing an interest in teaming with you on a specific DOT-assisted project. Prime contractors and consultants must provide information for Numbers 1, 2, 3 and 4, and should provide any information they have available on Numbers 5, 6, 7, and 8 for themselves, and their subcontractors and subconsultants.

1. Federal Tax ID Number: 11-2167170
2. Firm Name: Stantec Consulting Services Inc.
3. Phone: (850) 547-3820
4. Address: 703 E. Highway 90
   Bonifay, FL 32425
5. Year Firm Established: 1956

6. ☐ DBE
   ☒ Non-DBE
7. ☐ Subcontractor
   ☐ Subconsultant

8. Annual Gross Receipts
   ☐ Less than $1 million
   ☐ Between $1 - $5 million
   ☐ Between $5 - $10 million
   ☐ Between $10 - $15 million
   ☒ More than $15 million

---

1. Federal Tax ID Number:
2. Firm Name:
3. Phone:
4. Address:
5. Year Firm Established:

6. ☐ DBE
   ☐ Non-DBE
7. ☐ Subcontractor
   ☐ Subconsultant

8. Annual Gross Receipts
   ☐ Less than $1 million
   ☐ Between $1 - $5 million
   ☐ Between $5 - $10 million
   ☐ Between $10 - $15 million
   ☐ More than $15 million

---

1. Federal Tax ID Number:
2. Firm Name:
3. Phone:
4. Address:
5. Year Firm Established:

6. ☐ DBE
   ☐ Non-DBE
7. ☐ Subcontractor
   ☐ Subconsultant

8. Annual Gross Receipts
   ☐ Less than $1 million
   ☐ Between $1 - $5 million
   ☐ Between $5 - $10 million
   ☐ Between $10 - $15 million
   ☐ More than $15 million

---

1. Federal Tax ID Number:
2. Firm Name:
3. Phone:
4. Address:
5. Year Firm Established:

6. ☐ DBE
   ☐ Non-DBE
7. ☐ Subcontractor
   ☐ Subconsultant

8. Annual Gross Receipts
   ☐ Less than $1 million
   ☐ Between $1 - $5 million
   ☐ Between $5 - $10 million
   ☐ Between $10 - $15 million
   ☐ More than $15 million

AS APPLICABLE, PLEASE SUBMIT THIS FORM WITH YOUR:

BID SHEET (Invitation to Bid – ITB)
LETTERS OF RESPONSE (LOR)
PRICE PROPOSAL (Request for Proposal – RFP)
REPLY (Invitation to Negotiate – ITN)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

375-030-32
PROCUREMENT
10/01

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR FEDERAL AID CONTRACTS

(Compliance with 49CFR, Section 29.510)
(Appendix B Certification]

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant: Stantec Consulting Services Inc.

By _____ Date: 7/11/2013
Authorized Signature

Title: Senior Principal

Instructions for Certification

1. By signing and submitting this certification with the proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted. If at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms 'covered transaction', 'debarred', 'suspended', 'ineligible', 'lower tier covered transaction','participant', 'person', primary covered transaction', 'principal', 'proposal', and 'voluntarily excluded', as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Appendix B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may pursue available remedies, including suspension and/or debarment.

Board of County Commissioners
Agenda Request

Date of Meeting: October 15, 2013

Date Submitted: October 2, 2013

To: Honorable Chairperson and Members of the Board

From: Robert M. Presnell, County Administrator
Arthur L. Lawson, Sr., Assistant County Administrator
Martha D. Chancey, Probation Division Manager

Subject: Approval For Gadsden County Probation Division To Implement Court Ordered Vehicle Impoundment Program

---

Statement of Issue:

This agenda item seeks Board approval for the Gadsden County Probation Division to implement a vehicle impoundment program.

Background:

The Court orders impoundment or immobilization of the vehicle operated by a defendant or in actual control of a defendant or any vehicle registered in the defendant's name as a condition of probation.

1st DUI	10 days
2nd DUI	30 days
3rd DUI	90 days

Currently, all vehicles that are court ordered to be impounded are taken to a local wrecker service or other agency that handles impoundment of vehicles. The rate charged for impoundment is $10 per day per vehicle.

Analysis:

Probation will handle the impoundment of vehicles on a secure lot already owned by the County at a cost to the probationer of $10 per day per vehicle. The payment for the impoundment must be paid at the time the vehicle is placed on the lot. After the court ordered time has passed, the probationer or designated driver along with the probationer, may pick up his / her vehicle. The probationer will be required to sign release forms at drop-off and pickup. Specific days will be

scheduled for pickup and drop-off. The goal date to begin implementing this program is November 1, 2013.

Fiscal Impact:

This item involves no additional cost for the Board of County Commissioners and will result in additional revenue.

Options:

1. Approve implementation of Gadsden County Probation Vehicle Impoundment Program.

2. Do not approve Gadsden County Probation Vehicle Impoundment Program.

3. Board Direction

County Administrator's Recommendation

Option 1

Attachment:

None

Board of County Commissioners
Agenda Request

Date of Meeting: October 15, 2013

Date Submitted: October 2, 2013

To: Honorable Chairperson and Members of the Board

From: Robert M. Presnell, County Administrator
Arthur L. Lawson, Sr., Assistant County Administrator
Martha D. Chancey, Probation Division Manager

Subject: Approval For Gadsden County Probation Division To Begin Administering Alcohol Breath Testing

---

Statement of Issue:

This agenda item seeks Board approval for Gadsden County Probation Division staff to administer court ordered alcohol breath testing.

Background:

As a condition of probation, the court orders alcohol breath testing for some individuals charged with DUI or other alcohol related charges. Testing frequency varies from once per month to a few times per week.

These individuals are then referred by Gadsden County Probation to an agency to have the testing administered. The Probation Officer contacts the individual, according to the testing frequency ordered, and instructs the individual to report to the agency for testing. The rate charged for alcohol breath testing is $5 per test.

Analysis:

Staff of Gadsden County Probation (GCP) will administer tests for probationers who have been court ordered to perform alcohol breath tests. The probationer will report to GCP when contacted by the Probation Officer to appear for an alcohol breath test. The probationer will be responsible for paying the standard $5 fee for each test. Payment for the test must be made before the test is administered. The goal date to implement this program is November 1, 2013.

Fiscal Impact:

This item involves no additional cost for the Board of County Commissioners and will result in additional revenue.

Options:

1. Approve Gadsden County Probation to administer in-office alcohol breath testing.

2. Do not approve Gadsden County Probation to administer in-office alcohol breath testing.

3. Board Direction

County Administrator's Recommendation

Option 1

Attachment:

None

Board of County Commissioners
Agenda Request

Date of Meeting: October 15, 2013

Date Submitted: October 2, 2013

To: Honorable Chairperson and Members of the Board

From: Robert M. Presnell, County Administrator
Arthur L. Lawson, Sr., Assistant County Administrator
Martha D. Chancey, Probation Division Manager

Subject: Approval For Gadsden County Probation Division To Establish Victim Impact Panel

---

Statement of Issue:

This agenda item seeks Board approval for Gadsden County Probation Division (GCPD) to establish and conduct the Victim Impact Panel (VIP).

Background:

As a condition of probation, the Court orders a one-time attendance to a Victim Impact Panel (aka: Victim Awareness Program - VAP). In the 1990's, GCPD, along with assistance from Mothers Against Drunk Drivers (MADD), established the VIP for Gadsden County probationers. The GCPD made the documents needed for the VIP and MADD moderated and supplied the speakers.

Analysis:

Currently probationers ordered to attend the VIP or VAP must travel to Tallahassee for this two (2) hour program in order to fulfill this condition of probation. The cost to attend in Tallahassee is $30. Staff of Gadsden County Probation will establish and conduct the VIP in Quincy on a quarterly basis unless the need is shown for a VIP to be held every two (2) months. The probationer will be responsible for paying a $20 VIP fee for the one-time attendance. Payment for the VIP must be made in advance or at arrival for attendance of the VIP. The goal date to implement this program is November 1, 2013.

Fiscal Impact:

This item will result in some overtime costs for the Board of County Commissioners; however, this item will also generate additional revenue.

Options:

1. Approve Gadsden County Probation Division to establish and conduct the Victim Impact Panel.

2. Do not approve Gadsden County Probation Division to establish and conduct the Victim Impact Panel.

3. Board Direction

County Administrator's Recommendation

Option 1

Attachment:

None

Board of County Commissioners
Agenda Request

Date of Meeting: October 15, 2013

Date Submitted: October 1, 2013

To: Honorable Chairperson and Members of the Board

From: Robert M. Presnell, County Administrator

Subject: Approval of the Gadsden County Work Program Policy and Procedures

---

Background:

This agenda item seeks Board approval for the Gadsden County Work Program Policy and Procedures. The Gadsden County Work Program (GCWP) is created to provide another tool in the continuing effort to reduce recidivism and provide a benefit to the community. The GCWP will be managed through the County Public Works Department and works in cooperation with the County's Probation Division.

In order to qualify to participate in the GWCP, the individual must be on probation and must have been required to perform work hours by court order. The individual must also have been ordered to complete the work hours through the GCWP.

Statement of Issue:

At the August 2, 2013 Gadsden County Public Safety Coordinating Council meeting, the Council voted to establish a committee to develop an action plan for a work camp. On August 29, 2013 a meeting was held with Judge Kathy Garner, State Attorney Rick Combs and County Administrator Robert Presnell to discuss the Gadsden County Work Program. The consensus of this meeting was to develop policy and procedures and proceed with implementation of the Work Program.

Fiscal Impact:

At this time, the fiscal impact cannot be realistically determined until the program is fully functional for several months. The County will incur the cost of staff to supervise the work crews and the material used by the crews. However, it is anticipated that the community service fees paid by the participants will assist in offsetting some of the overhead. Additionally, the County will benefit from the free labor that will be provided by those ordered to the work program.

Options:

1. Approve the Gadsden County Work Program Policy and Procedures
2. Do not approve the Gadsden County Work Program Policy and Procedures
3. Board Direction

County Administrator's Recommendation

Option 1

Attachments

1. Policy and Procedures
2. Rules Sheet

GADSDEN COUNTY

WORK PROGRAM

POLICY AND PROCEDURES

The Gadsden County Board of County Commissioners sets out herein, its policies and procedures relating to its County Work Program. The Gadsden County Work Program (GCWP) is created to provide another tool in the continuing effort to reduce recidivism and provide a benefit to the community. The GCWP is managed through the County Public Works Department and works in cooperation with the County's Probation Department.

In order to qualify to participate in the GWCP, the individual must be on probation and must have been required to perform work hours by court order. The individual must also have been ordered to complete the work hours through the GCWP.

1.1 - MISDEMEANOR PROBATION CASES

Misdemeanor Probation Cases are cases in which an individual is placed on Probation with Gadsden County Probation and ordered to complete their work program hours through the GCWP.

Misdemeanor Probation Cases are required to work a minimum of 8 hours of work program hours per week.

1.2 - FELONY PROBATION CASES

Felony Probation Cases are cases in which an individual has been placed on Probation with the Florida Department of Corrections and ordered to complete their program work hours through the GCWP.

Felony Probation Cases are generally required to work a minimum of 8 hours. However, in some cases, the presiding judge may require an individual to work more than 8 hours per month. When in doubt, the GCWP will require the individual to comply with the presiding Judge's order.

2.1- INTAKE FORM

Individuals ordered to complete their work hours through the GCWP shall complete and Intake Form. An intake form shall be completed each and every time an individual is enrolled in the GCWP. This form includes vital demographical information such as an individual's' name, address, phone number and date of birth. This form also includes relevant case information such as the individual's criminal case number, presiding judge, charge, amount of hours to be worked, and the terms those hours are to be worked.

The original Intake Form shall be placed in the individual's file for future reference.

A copy of the Intake Form is attached. ***(Attachment 1)***

2.2 - DATABASE INFORMATION

The Gadsden County Work Program utilizes a database system to store and update client records as needed. All pertinent information shall be entered into the database system at the time of the intake. The database system is to be reviewed every time a client is in the office to reflect any updates/changes.

All GCWP Database information is treated as confidential and will not generally be released to anyone other than the following parties:

1. Client
2. State Attorney
3. Clerk's Office
4. Probation Officer
5. Judge's Office
6. Probationer's Attorney

All other parties seeking GCWP database information will be required to make a Public Records Request through the Gadsden County Management Services Department.

2.3 - WORK LOCATION TIME LOGS

The GCWP will use the Work Location Time Logs to track an individual's progress through the program. A copy of the Work Location Time Log is attached ***(Attachment 2).*** The Work Location Time Log is to be completed at the end of the work day by the person responsible for supervising the individual(s) on that work day.

A copy of all Work Logs will be kept on file in the Gadsden County Probation Office.

2.4 - CASE NOTES

Case Notes are to continue to be typed into the Probation Officer Database by the Probation Officer anytime there is a significant change in a client's case. Such instances would include, but are not limited to: intake conference, medical concerns, and proof of medical conditions, violations of probation, added hours, and minimum hours per month changes or when hours are excused, failure to report during an assigned work period or leaving the work location before the end of the scheduled work day.

Copies of all case notes are to be printed and placed inside the individual's file.

2.5 - FDLE CHECK – JESSICA LUNSFORD ACT

Pursuant to the Jessica Lunsford Act an FDLE website search will be completed on each client at the time of their intake to determine if they have ever previously been convicted of a sexual offense. This website search is to be completed before the Gadsden County Probation Office assigns the individual to the GCWP.

If the website search indicates that the client has never been convicted of a sexual offense then the individual is eligible to be assigned to any work location within the GCWP.

If the website search indicates that the individual has previously been convicted of a sexual offense they shall only be assigned to the Building Department or EMS through the GCWP.

3.1 - MEDICAL AND PHYSICALLY DISABLED CLIENTS

An individual who claims to be either medically or Physically Disabled and unable to perform their assigned program work hours, the individual must provide the GCWP proof of same. The information verifying the medical or physical disability must be submitted to Gadsden County Probation Office within one (1) week from their initial intake appointment. If an individual is deemed to be totally disabled or physically unable to complete their hours, the Probation Officer will proceed with the case in one of the following ways:

1. In some cases a Modification of Sentence may be requested asking the Presiding Judge to convert a client's assigned hours to a monetary obligation. In these cases the monetary obligation would be purchased at the rate of $10.00 per work hour.

2. When an individual under this provision is deemed insolvent by the Clerk, the GCWP will request through a modification of sentence that the work hours be dismissed and a civil judgment be entered against the client for the monetary amount as calculated in #1.

If an individual has a legitimate physical or medical concern, but can still do work hours, the GCWP will assign them to an alternative location that will accommodate their medical or physical need.

3.2 - CONVERTING GCWP WORK HOURS TO FINES

The Gadsden County Probation Office will recommend to the Court that an individual's hours be converted to a monetary obligation when a client requests same. The required work program work hours shall be converted at a rate of $10.00 per work hour. The presiding Judge shall have the final decision as to whether to grant this conversion.

3.3-AFFIDAVITS

Violation of Probation affidavits are to be filed anytime an individual fails to substantially comply with the court order or the rules of the GCWP.

The phrase "substantially comply" means an individual's failure to work their assigned program work hours for a period of three (3) or more work days and who does not contact or provide the Gadsden County Probation Office with medical documentation as to why they were unable to do their work program work hours. The phrase also refers to an individual who leaves the work location before the end of the work day without a valid reason to do so (i.e. sickness, medical emergency, etc.), failure to report an injury as set out in section 4.1 or failure to comply with any legitimate assignment or order given by the GCWP supervisor.

The original signed Affidavit will be filed with the Clerk's office and a copy retained in the individual's file.

This process requires an appearance before the judge.

4.1 - REPORTING INJURIES

The GCWP covers all clients injured while doing program work hours through a private insurance carrier.

1. If an individual is in need of immediate medical attention for a severe or life threatening injury occurring as a result of work performed during the GCWP work day, the individual will need to be transported by ambulance to a local hospital. The Worksite will be required to contact the Gadsden County Probation Office at ***850-875-8667 OR ESPENOL 850-875-8678 immediately*** if an incident of this magnitude occurs. The Probation Office will complete an incident report and maintain a copy in the clients file.

2. If an individual is in need of medical attention for a less serious injury (insect stings, minor cuts minor burns, sprains, etc.) occurring as a result of work performed during the GWCP work day, the Worksite will be required to contact the Gadsden County Probation Office at ***850-875-8667 OR ESPENOL 850-875-8678 to*** complete an incident report and maintain a copy in the clients file.

GADSDEN COUNTY PROBATION INTAKE FORM

Please complete this form; Probation began immediately when the Judge ordered probation; DO NOT get any new charges!

Name _____ Phone number _____
Alias (other names) _____ Cell phone number _____
Mailing address _____City_____State_____ Zip_____
Home address or directions to home _____
_____
Social Security # _____ Drivers License # _____
Date of Birth _____ Race _____ Sex _____ Height _____ Weight _____
Hair color _____ Eye color _____ Age _____ **If you are under 18 years of age a parent must be present at all appointments!!!**
( ) Single ( ) Married ( ) Divorced ( ) Separated ( ) Widowed
Name of husband / wife /or live-in _____
How many children living in your home under the age of 18? _____ Ages _____
Have you ever been arrested? ( ) yes ( ) no charge _____
_____
Are you currently on probation for other charges? ( ) yes ( ) no Charge _____
Where? _____ Officer's name _____
Are you a registered sex offender? ( ) yes ( ) no If yes, charge_____
When and where? _____
Do you have any pending charges? ( ) yes ( ) no Where and what are the charges? _____
_____ When are you due in court? _____
Contact (other relative, friend, neighbor) _____ Relationship _____
Address _____ Phone number _____

Your employer or school if student_____ Your title _____
Address _____ Your income _____
How often are you paid? weekly ( ) bi-weekly ( ) semi-monthly ( ) monthly ( )
Husband / Wife /Live-in Employer _____ Income _____
How often is your husband / wife / live-in paid? weekly ( ) bi-weekly ( ) semi-monthly ( ) monthly ( )
Do you or your husband / wife / live-in **receive** any of the following and if so, how much?

Unemployment Compensation	you	$_____	husband / wife / live-in	$_____
Workman's Compensation	you	$_____	husband / wife / live-in	$_____
Social Security	you	$_____	husband / wife / live-in	$_____
Disability	you	$_____	husband / wife / live-in	$_____
Retirement	you	$_____	husband / wife / live-in	$_____
Interest on Investments	you	$_____	husband / wife / live-in	$_____
AFDC or Welfare	you	$_____	husband / wife / live-in	$_____
Food Stamps	you	$_____	husband / wife / live-in	$_____
Child Support	you	$_____	husband / wife / live-in	$_____
Total Monthly Income:		$_____		$_____

Do you or your husband / wife / live-in pay **court ordered** child support and if so, how much?
Arrearages (past due) you $_____ husband / wife / live-in $_____ how often? _____
Current child support you $_____ husband / wife / live-in $_____ how often? _____

The above information is correct and subject to verification. I am required to inform the probation office of any changes. I must bring to my 1st appointment proof of all household income (check stubs: paid weekly last 4, bi-weekly last 2, monthly last 1); $20 fee if community service hours were ordered; $50 payment for fees and other costs; and a picture ID for all persons present. Payments may be made by cash (in person only), credit / debit card (convenience fee for card), or money order (made payable to Clerk Of Court). ALL payments must be submitted to Gadsden County Probation .

My 1st appointment is: _____. If I fail to appear for this appointment, a warrant may be issued for my arrest.

DO NOT BRING CHILDREN TO THIS APPOINTMENT!

DRESS CODE SAME AS COURT

_____
Defendant Signature Date

LOBBY AREA IS SMALL!!!!! SPACE LIMITED TO PROBATIONER & 1 ADDITIONAL PERSON!!!!!

Gadsden County Work Program
1284 High Bridge Road
Quincy, Florida 32351

WORK PROGRAM HOURS LOG SHEET

DATE: _____

Printed Name	Signature	Time In	Time Out	Total Hours	Comments

Work Program Supervisor Signature: _____ Date: _____

RULES FOR THE WORK PROGRAM
GADSDEN COUNTY

PLEASE CONTACT THE PROBATION OFFICE AT 850-875-8667 OR FOR ESPENOL 850-875-8678 TO RECEIVE INSTRUCTIONS ABOUT HOW TO PAY THE $20.00 WORK PROGRAM FEE AND COMPLETE ALL APPROPRIATE PAPERWORK BEFORE YOU BEGIN THE WORK CAMP.

All fees must be paid before you can sign up for work days. You will need to obtain a payment slip from your Probation Officer and pay all fees at the Clerk's Office at the Gadsden County Courthouse. After you have paid fees, please contact your Probation Officer in order to sign up for work days.

PLEASE NOTE * The only reason that an excused absence may be granted is if you provide medical documentation of an illness from your doctor or proof of a death in your immediate family and/or proof of funeral attendance.

YOU WILL BE REQUIRED TO PROVIDE A PICTURE I.D. EACH DAY YOU REPORT TO WORK, REGARDLESS OF THE NUMBER OF DAYS YOU ARE REQUIRED TO COMPLETE.

You **MAY NOT** reschedule your work day(s). You must work on the day(s) you are scheduled.

THERE IS NO LIGHT DUTY ON THE COUNTY WORK PROGRAM. ANY KNOWN MEDICAL CONDITION MUST BE BROUGHT TO THE ATTENTION OF YOUR PROBATION OFFICER PRIOR TO SCHEDULING WORK DAYS.

You must report by **7:45 a.m. with your picture I.D. to 1284 High Bridge Road** and check in with Work Program staff. You will be required to sign the sign in/out sheet before you begin. If you do not check in by 7:45 a.m. you will be counted as **ABSENT** and sent home.

You will need to bring a sack lunch - you will not be allowed to leave the worksite to get lunch. Coolers are not allowed. No sharing of food will be permitted.

All tobacco products are strictly prohibited. No alcohol or drugs are allowed. DO NOT report to the work program under the influence of drugs or alcohol or you will be sent home.

You must dress appropriately for outdoor work. **No shorts, capris, tank tops, open toe/heel shoes ... YOU ARE REQUIRED TO WEAR FULL-LENGTH JEANS ONLY - no baggy/dropped/skinny jeans allowed. Jeans MUST NOT be worn below the natural waistline.** You will not be allowed to work if you are not dressed appropriately. Hats/Caps and sunglasses are acceptable.

No backpacks, day packs, satchels or electronic equipment (radios, compact disc players, beepers, IPods, MP3 players or CELL PHONES) allowed. No weapons of any kind permitted, including pocket knives.

At no time will you be allowed to leave the worksite. You must work all 8 hours, since no credit will be given for partial days. Work assignments will be given daily and are subject to change. Horseplay and offensive language will not be tolerated; you will be released from the site and no transportation provided. You must sign the sign in/out sheet before leaving the work program site at 4:30 p.m.

Tasks you may be performing include (but are not limited to) the following: litter pick up, washing equipment, brush cutting, sweeping floors, raking leaves, making/laying sandbags, hay stacking/storage, dead animal burial, flagging traffic and other tasks as needed.

Any injuries that occur while working must be reported immediately to Work Program staff.

Violation of the rules will result in being sent home and counted as absent for the day. In certain instances, you may also be terminated from the Work Program.

I ACKNOWLEDGE THAT I HAVE RECEIVED AND BEEN INSTRUCTED ON THE RULES FOR THE WORK PROGRAM.

WORK PROGRAM PARTICPANT: _____ DATE:_____

PROBATION OFFICER: _____ DATE: _____

Board of County Commissioners
Agenda Request

Date of Meeting: October 15, 2013

Date Submitted: October 3, 2013

To: Honorable Chairperson and Members of the Board

From: Robert M. Presnell, County Administrator

Subject: Approval of Naming the Gretna Fire Station

Statement of Issue:

This agenda item seeks Board approval to consider naming the Gretna Fire Station the Brenda A. Holt Fire Station.

Background:

On September 30, 2013 the Citizens Group of Gadsden County presented a letter with signatures of support to the County Administrator requesting the Gretna Fire Station be named the Brenda A. Holt Fire Station.

The Citizens Group expressed that Commissioner Holt has been their Commissioner since 2002 and has been a great leader and representative for the people of Gadsden County and their district. It is their intention, as well as other Gadsden County citizens, to move forward with projects, however would like to recognize Commissioner Holt for all of her hard work and support.

Analysis:

The City Manager and Mayor of Gretna were contacted regarding this request and both are in full support of the effort.

Fiscal Impact:

None

Options:

1. Approve naming the Gretna Fire Station the Brenda A. Holt Fire Station.

2. Do not approve naming the Gretna Fire Station the Brenda A. Holt Fire Station.

3. Board Direction

Recommendation:

Option 3

Attachment:

1. Citizens Group of Gadsden County September 3, 2013 Support Letter and Signatures of Support

Robert Presnell Gadsden County Manager
Quincy, Fl. 32351
850 875-8650

Date: 9/30/2013

This is a request from The Citizens Group of Gadsden County for the naming of the Gadsden County Fire Station after Gadsden County Commissioner Brenda A. Holt. Commissioner Holt has been our commissioner since November 2002 and has been a great leader and representative for the people of Gadsden County. Commissioner Holt could have had the fire station built anywhere in District 4, but as she said, "Why not build the fire station where the people are, in the town of Gretna". When others said the old fire station was good enough, she said we deserve as good as anyone else.

It is our intention as well as other Gadsden County citizens to move forward with many projects in the near future, but we must recognize from where our help comes from, God and good people therefore we request the naming of the Gadsden County fire station Gretna location to be named the Brenda A. Holt Fire Station. In the near future you will receive signatures that support our request.

Sincerely,

The Citizens Group of
Gadsden County
Representative(s)

Name	Address	Phone
1. Betty Culver	P.O. Box 257 Gretna, Fl 32332	228-4676
2. David Culver	860 Sparkleberry Quincy Fl 32351	228-4674
3. Kionica Hobley	815 2nd St	(850) 875-4943
4. Ihim Lindsey	PO Box 475	688 8150
5. Eva Blakely	815 2nd St	566-4449
6. Brian Falson	75 Keith ct Gretna Fl	251-0103
7. Jallyn Falson	75 Keith ct Gretna Fl	251-0103
8. Christian Gordon	724 Bw Roberts	662-1585
9. Sammie Holloman	194 Beech Street	856-9351
10. Deloris Bryant	South Key St Quincy Fl	363-6846
11. Tammy Falson	75 Keith ct Gretna Fl	383-3333
13. Kia Mitchell	270 Earnest O Bailey	856-9237
14. Stephanie Falson	270 Earnest O Bailey	856 9237
15. Shannon Falson	312 Church St Gretna Fl	933-2154
16. Daniel Wells	901 Arlington Circle Quincy Fla 32351	

17. Lillian Wells 901 Arlington Circle Quincy Fla 32351

18. Loretha W Bellamy 199 Jackson Ln Gretna, FL 32332

19. Bobby Bellamy 199 Jackson Ln Gretna FL 32332

20. Eliese Williams 199 Jackson Ln Gretna, FL 32332

21. Bobby Bellamy JR 199 Jackson Gretna, FL 32332

22. Anthony Gainous 694 Pt. Milligan Rd. Q. Fl. 32352

23. Leroy F. Murray 4383 SY CA Mine Rd Q. Fl 32351

25. James A. Wells 113 Marty St. Quincy 32351

26. Clarine Wells 113 Marty St. Quincy Fl. 32351

27. Shawanda Clark 113 Marty St. Quincy Fl. 32351

28. Calvin McMillon Hwy 161 Quincy Fla.

29. Marily McMillon Hwy 161 Quincy Fla

30. Marvin McMillon Hwy 161 Quincy Fla

31. Willie [illegible] 716 S M Quincy 975-2056

32. Gail Wright PO Box 995 Gretna Fl 32332

33. Brinston Wright PO Box 995 Gretna Fl 32332

34. Ronnie Wright PO Box 995 Gretna Fl 32332

Gadsden County Board of County Commissioners
Agenda Request

Date of Meeting: October 15, 2013

Date Submitted: October 2, 2013

To: Honorable Chairperson and Members of the Board

From: Deborah Minnis, County Attorney
David Weiss, Assistant County Attorney
Robert Presnell, County Administrator

Subject: Somos Uno, Inc. v. City of Midway and Gadsden County/Mediation Agreement

---

Statement of Issue:

This item seeks approval of the Mediation Agreement reached in the case of Somos Uno, Inc. v. City of Midway and Gadsden County.

Background:

The Plaintiff in this lawsuit, Somos Uno, Inc., owns several properties abutting High Bluff Court (the "Road"). The Plaintiff sued the City of Midway (the "City") and Gadsden County (the "County") for negligence, claiming that the City and the County have breached their duty to properly maintain the Road, causing damage to its properties. The City and the County have both denied maintenance responsibility for the Road.

The Court ordered that the parties participate in mediation in an attempt to settle the lawsuit before trial. The parties mediated the action and reached a Mediation Agreement on September 9, 2013. The Mediation Agreement is expressly contingent upon approval of the City and the County by vote of the City Council and the County Commission. The City Council has already voted to approve the Mediation Agreement.

Analysis:

The Mediation Agreement is attached for review and approval.

Fiscal Impact:

Under the terms of the Mediation Agreement, the County will not incur any out of pocket expenses, as the City has agreed to pay all settlement funds to the Plaintiff and to pay the costs of materials necessary to reconstruct the Road which the County does not currently have stockpiled (culverts). The County has agreed to use County Public Works labor,

equipment, and materials to reconstruct the Road to current County specifications, except that the City will pay for the culverts.

Options:

1. Approve the attached Mediation Agreement.
2. Do not approve the attached Mediation Agreement.
3. Board Discretion.

County Attorney's and County Administrator's Recommendation:

Option 1.

Attachments:

1. Mediation Agreement.

IN THE CIRCUIT COURT OF THE SECOND JUDICIAL CIRCUIT
IN AND FOR GADSDEN COUNTY, FLORIDA

SOMOS UNO, INC.,

Plaintiff, CASE NO.: 2011-CA-001588

vs.

CITY OF MIDWAY, FLORIDA,
a municipality; and GADSDEN COUNTY,
FLORIDA,

Defendants.
_____/

MEDIATION AGREEMENT

The parties to the above referenced cause submitted their issues to mediation and agree as follows:

1. This Agreement is contingent upon the following:

   a. The County's receipt of a quitclaim deed from the Big Bend House Movers, Inc. or the final officers/directors of the now dissolved Florida corporation, for any and all ownership and rights it may have in the roadway known as High Bluff Court, located within the limits of the City of Midway, Gadsden County, Florida, bearing parcel ID# 4-12-1N-3W-0000-00324-0200. Defendant County agrees to make every reasonable effort to secure said deed.

   b. Approval obtained by vote of the City Council of the City of Midway, FL, which approval will be recommended by the City Attorney, City Manager, and counsel for the City.

c. Approval obtained by vote of the County Commission of Gadsden County, FL, which approval will be recommended by the County's Attorneys and County Manager.

d. Surveys of Lot 6, Block B, and the proposed roadway deed to be delivered by the County which delineate real property reasonably close to the footprint of the existing road and sufficient to allow Defendants to perform the work as contemplated herein.

Upon the occurrence of the above conditions, the parties further agree as follows:

2. Plaintiff shall deed to the City of Midway, Florida, ("the City") and the City agrees to accept, ownership and all rights to Lot 6, Block B, of High Bluff Acres, in the City of Midway, Gadsden County, Florida, bearing parcel ID# 4-12-1N-3W-1235-0000B-0060. Plaintiff has to secure the release of this parcel from the mortgage held by Cadence Bank which Plaintiff will make every reasonable effort to secure.

3. Within 30 days of execution of all agreements, deeds, and documents necessary to effectuate the terms of this Agreement, Gadsden County agrees to commence the reconstruction of High Bluff Court from the intersection of Peters Road to the southern boundary of Somos Uno's property line (lots 6A and 6B of High Bluff Acres), including, as necessary, the excavation of the ditches and roadbed, the infill of sandy-clay material on the roadbed, the re-grading of the roadbed, the replacement of all culverts, installation of a culvert below the roadbed to funnel water from the ditch by Lot 6A to Lot 6B, and the construction of a turn-out ditch on lot 6B of High Bluff Acres. Gadsden County will furnish all labor, equipment and materials necessary to reconstruct High Bluff Court to current County specifications, except that the City of Midway will reimburse the

County for the cost of the culverts at a cost not to exceed a total of $4,000. Gadsden County estimates completion of all work within 30 days of commencement.

4. Once the construction identified in paragraph 3 is complete, Defendant, GADSDEN COUNTY, FLORIDA ("the County") agrees to deed to the City of Midway, Florida, ("the City") and the City agrees to accept, ownership and all rights to and responsibilities associated with and incidental to the roadway known as High Bluff Court, located within the limits of the City of Midway, Gadsden County, Florida, bearing parcel ID# 4-12-1N-3W-0000-00324-0200, and the City shall be responsible for the performance of all reasonable maintenance to preserve the road in the condition of reconstruction, to include, at a maximum, a) semi-annual "pulling" of accumulated materials from the ditches and culverts; b) quarterly grading and crowning of the road and general maintenance to the swale area on Lot 6B; and c) bi-annual sediment and silt removal from the swale on Lot 6B.

5. Plaintiff shall execute a complete release to be prepared by counsel for Defendants and approved by counsel for Plaintiff.

6. Within ten days of delivering the executed release and deeding Lot 6B to the City of Midway, the City, or others on its behalf, agree to pay to Plaintiff, SOMOS UNO, INC., the total sum of Twenty-five Thousand Dollars ($25,000.00) for a full and complete settlement of all matters.

7. Upon payment in paragraph 6. above, Plaintiff shall dismiss this action with prejudice.

8. The mediator's fees shall be divided equally between the County and the City.

9. Each party shall be responsible for their or its costs and attorney's fees.

10. The parties fully understand the terms of this Mediation Agreement, and they are freely and voluntarily entering into it with the full participation and advice of their counsel.

11. This Agreement is binding on and inures to the benefit of the parties, their heirs, representatives, and assigns. The parties intend for any future purchasers of the lots and property owned by Plaintiff to be third party beneficiaries of the continuing maintenance responsibilities hereunder.

DATED this 9th day of September 2013.

SOMOS UNO, INC.

By: _____

As its President

_____
CLAIRE A. DUCHEMIN, Esquire
Attorney for Plaintiff

CITY OF MIDWAY, FLORIDA

By _____

As its Interim City Manager

_____
GWEN ADKINS, Esquire
Attorney for City of Midway

_____
REID WAKEFIELD, Esquire
Attorney for City of Midway

_____
Henry C. Hunter, Esquire
City Attorney

GADSDEN COUNTY, FLORIDA

By: _____

As its COUNTY ADMINISTRATOR

_____

DAVID J. WEISS, Esquire
Attorney for Gadsden County

Gadsden County Board of County Commissioners
Agenda Request

Date of Meeting: October 15, 2013

Date Submitted: October 2, 2013

To: Honorable Chairperson and Members of the Board

From: Deborah Minnis, County Attorney
David Weiss, Assistant County Attorney
Robert Presnell, County Administrator

Subject: National Solar Economic Development Agreement

Statement of Issue:

This item seeks approval of and authorization for the Chairperson to execute the Economic Development Agreement between National Solar Power Partners, LLC, Hensel Phelps Construction Company, and Gadsden County for the development of utility-scale solar farms in Gadsden County.

Background:

National Solar and Hensel Phelps are involved in the development of utility-scale solar farms; and are interested in locating up to twenty such solar farms in Gadsden County. The construction and operation of the solar farms will create valuable economic activity in Gadsden County in the form of employment opportunities for residents, improvements to real property, increased business operations and other economic and related benefits. As such, National Solar has requested certain financial incentives in order to locate the solar farms in Gadsden County. The County has the power and authority, pursuant to Sections 125.045 and 196.1995, Florida Statutes, and Gadsden County Ordinance No. 2012-003, to expend public funds to attract and retain business enterprises, and to use such public funds toward the achievement of such economic development goals by providing financial incentives, including, without limitation, the granting of ad valorem tax exemptions and the making of grants to private enterprises.

In December of 2011, National Solar proposed an initial draft of an Economic Development Agreement which provided for certain financial incentives upon completion of certain obligations. At a Board workshop on March 20, 2012, and a subsequent Board meeting on April 3, 2012, the Board decided to request certain modifications to the proposed Economic Development Agreement. The proposed modifications were submitted to National Solar's counsel for review. National Solar agreed to the majority of the modifications, but had certain concerns with a few of the proposed changes. Such concerns were brought to the Board's attention at the May 15,

2012 Board meeting. The Board expressed its concerns with National Solar's proposed changes to the County Attorneys, who relayed the same to National Solar's counsel. Negotiations between National Solar's counsel and the County Attorneys resulted in a compromise which addressed both parties' concerns.

At the July 3, 2012 Board meeting, the Board approved the final draft of the Economic Development Agreement. Since that time, National Solar has been attempting to locate a property in Gadsden County which is suitable for construction of a solar farm. All parties contemplated executing the final version of the Economic Development Agreement, without changes, contemporaneously with the adoption of the ordinance granting an ad valorem tax exemption for the property upon which the initial solar farm would be located, upon identification and purchase of such property. National Solar has recently advised that it has signed a letter of intent to purchase a property in Gadsden County for construction of a solar farm. The letter of intent provides for a due diligence period for National Solar to determine the suitability of the site for construction of a solar farm. National Solar has now advised that its investors require a fully executed Economic Development Agreement before providing any funding for a determination of site suitability.

In order to accommodate National Solar's need to execute the Economic Development Agreement before adopting the ad valorem tax exemption ordinance for the initial solar farm, a few non-substantive modifications to the final draft approved by the Board on July 3, 2012 were necessary. A draft of the Economic Development Agreement with the proposed modifications in legislative strikethrough format was distributed to each Commissioner individually on July 11, 2013. After receiving no questions or comments from the Board, the final draft of the Economic Development Agreement was forwarded to National Solar and Hensel Phelps for review and execution.

Analysis:

Attached is the final version of the Economic Development Agreement between National Solar, Hensel Phelps, and Gadsden County. The substantive terms of the Economic Development Agreement approved on July 3, 2012 are unchanged, and a summary of such terms, as circulated on September 3, 2013, is attached. National Solar and Hensel Phelps have executed the attached Economic Development Agreement.

Fiscal Impact:

The development of the solar farms will generate additional ad valorem tax revenue. The provision of the incentives set forth in the Economic Development Agreement will not cause the County to expend any funds, but will cause the County to not realize certain revenue which would have otherwise been generated by the development of the solar farms. Although the County will not realize the full amount of the fees and additional ad valorem tax revenue which could be generated by the development of the solar farms, the County will realize fees in excess of $10,000.00 and a percentage of the additional ad valorem tax revenue. National Solar has advised that the financial incentives provided in the Economic Development Agreement are in the minimum amount necessary to make development of the solar farms economically feasible. The total fiscal impact is

unknown at this time, but an estimated tax table prepared by National Solar and an estimate of the fees associated with the development of a solar farm prepared by the Gadsden County Planning and Community Development Department are attached. The estimated fiscal impact for each individual solar farm will be determined prior to the adoption of the ad valorem tax exemption ordinance for each solar farm.

Options:

1. Approve and authorize the Chairperson to execute the attached Economic Development Agreement.
2. Do not approve or authorize the Chairperson to execute the attached Economic Development Agreement.
3. Board Discretion.

County Attorney's Recommendation:

Option 1.

Attachments:

1. Economic Development Agreement between National Solar, Hensel Phelps, and Gadsden County.
2. Summary of salient terms of the Economic Development Agreement between National Solar, Hensel Phelps, and Gadsden County.
3. Estimated Tax Table prepared by National Solar.
4. Gadsden County Planning and Community Development Department Fee Estimate.

ECONOMIC DEVELOPMENT AGREEMENT
(Gadsden County, Florida)

This Economic Development Agreement (the "Agreement") is entered into effective as of the Effective Date hereinafter defined, by and between **GADSDEN COUNTY, FLORIDA**, a political subdivision of the State of Florida ("County"), **HENSEL PHELPS CONSTRUCTION CO.**, a Delaware corporation ("Hensel Phelps"), and **NATIONAL SOLAR POWER PARTNERS LLC**, a Florida limited liability company ("Owner"). Addresses for each of the parties to this Agreement are set forth in Section 10 hereof.

RECITALS

WHEREAS, Owner and Hensel Phelps are involved in the development of utility-scale solar farms consisting of solar panels, inverters, power connection and transmission facilities, and other improvements, machinery, and equipment for the generation of electric current from solar power (each a "Solar Farm" as more particularly defined in Section 2.9), the construction of which will create valuable economic activity in Gadsden County in the form of employment opportunities for residents, improvements to real property, increased business operations and other economic and related benefits; and

WHEREAS, Owner and Hensel Phelps desire to pursue the development of one or more Solar Farms in Gadsden County; and

WHEREAS, the Florida Legislature has declared in Florida Statutes Section 125.045 that the expenditure of public funds for economic development activity constitutes a public purpose; and

WHEREAS, County has the power and authority, pursuant to Florida Statutes Sections 125.045 and 196.1995, and pursuant to that certain Gadsden County Ordinance No. 2012-003 enacted on March 6, 2012 (the "Ordinance"), to expend public funds to attract and retain business enterprises, and to use such public funds toward the achievement of such economic development goals by providing financial incentives, including, without limitation, the granting of ad valorem tax exemptions and the making of grants to private enterprises for the attraction of new businesses in Gadsden County; and

WHEREAS, County recognizes the public purpose and long term economic benefit to the public that will be provided by Owner and Hensel Phelps through the development of Solar Farms in Gadsden County, and therefore desires to attract new and valuable economic activity to Gadsden County, and in connection therewith to expend public funds and grant other incentives to Owner to encourage Owner to pursue the development of one or more Solar Farms in Gadsden County, all as set forth more particularly in this Agreement.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and promises hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement each represent and agree as follows:

AGREEMENT

1. Recitals. The Recitals set forth above are hereby incorporated into and are considered as an integral and substantive part of this Agreement.

2. Definitions. For the purposes of this Agreement, and when not inconsistent with the context, words used in the present tense shall include the future tense, words in the plural shall include the singular, and words in the singular shall include the plural. The use of any gender shall be applicable to all genders whenever the context allows. The words "shall" and "will" are mandatory and the word "may" is permissive. Words not defined in this Agreement shall be given their common and ordinary meaning. The terms set forth below shall have the following corresponding meanings:

2.1. "**County Fees**" - means any and all fees charged by County and associated with the approval, land use, development and construction of the Owner's Solar Farms in Gadsden County, including without limitation, application fees, impact fees, mobility fees, transportation proportionate share fees, permit fees, connection fees, building inspection fees and any other fees assessed by County that may be applicable to Owner's development and construction of Solar Farms.

2.2. "**County Incentives**" shall mean those grants and other incentives and obligations which are being provided by County and which are described in Section 4 of this Agreement.

2.3. "**Effective Date**" shall mean the date on which the last of the parties has executed this Agreement.

2.4. "**Full-time Employee**" shall mean any employee (excluding temporary or seasonal employees) on the payroll having an officially scheduled work week consisting of forty (40) hours or more.

2.5. "**Owner Party**" shall mean: (a) any Owner SPE; and/or (b) any other entity in connection with transfer of ownership and control of any Owner SPE, which may include real estate investment trust (a "REIT") or its subsidiary. For purposes of this Agreement, it shall not be necessary that Owner have any economic or controlling interest in an Owner Party. However, any such Owner Party shall execute an Agreement identical to this Agreement as a condition precedent to its ability to receive any of the benefits or incentives provided herein.

2.6. "**Owner SPE**" shall mean a single purpose entity established by Owner for the purpose of owning a whole or partial interest in a Solar Farm, which Owner SPE may or may not be owned by or an affiliate of Owner. However, any such Owner SPE shall execute an Agreement identical to this Agreement as a condition precedent to its ability to receive any of the benefits or incentives provided herein.

2.7. "**Property**" shall mean each real property within Gadsden County, Florida, acquired by or in the name of Owner or Owner Party or their respective affiliate for the purpose of developing and constructing a Solar Farm thereon.

2.8. "**Property Improvements**" shall mean all enhancements to a Property made by Owner or any Owner Party with respect to the development and construction of a Solar Farm, including, but not limited to, site work, clearing and grading, creation of access and other roadways, utility lines, security fences, solar panels, inverters, mounting racks containing electrical equipment for the collection and transmission of electrical energy, any other real property improvements and fixtures, infrastructure improvements, roadways, utility facilities, drainage detention, retention and transmission facilities, security structures and improvements, and all personal property to be located on the Property for the operation of a Solar Farm such as supplies, equipment, machinery and furnishings.

2.9. "**Solar Farm**" shall mean a single utility-scale solar farm consisting of solar panels, inverters, power connection and transmission facilities, and other improvements, machinery, and equipment for the generation of electric current from solar power. Multiple Solar Farms may be established on one contiguous piece of Property, subject to the restrictions set forth in Section 3.1. However, each individual 20 to 75 megawatt Solar Farm consisting of a minimum of 140 net usable acres located on such Property shall constitute one (1) Solar Farm for purposes of this Agreement.

2.10. "**State Incentives**" shall mean those economic and other incentives which are provided from time to time by the State of Florida and which may be available to Owner or for which Owner may qualify in connection with the development of Solar Farms in Gadsden County. A representative but not exhaustive list of such State Incentives is contained in Appendix A to this Agreement.

2.11. "**Utility Off-taker"** means a utility provider or other electric power bulk purchaser who agrees to purchase alternating current electric power generated by a Solar Farm.

3. **Owner Obligations and Representations**.

3.1. Development of Solar Farms. Owner agrees to commence the process of identifying Properties within Gadsden County, Florida which Owner determines may be suitable for development as a Solar Farm capable of producing approximately 20, but not more than 75, megawatts of alternating current (AC) electric power (or one or more larger aggregations of Properties, each having the foregoing capabilities) which can be sold and transmitted to a Utility Off-taker. Each Property shall consist of a minimum of 140 net useable acres and shall provide sufficient buffering, as determined by the County Planning and Community Development Department, to prevent any adverse affects to the aesthetics of the area or the health of the residents in the area. Owner agrees to identify and thereafter acquire up to twenty (20) such Properties and to construct and operate on each such Property a Solar Farm capable of producing approximately 20, but not more than 75, megawatts of alternating current (AC)

electric power. Owner shall consult with the County Planning and Community Development Department and the County Property Appraiser regarding the suitability of various Properties and shall attempt to purchase and develop only Properties which will require limited site work, clearing, grading, and other activities with expected or anticipated environmental impacts, but will have the final discretion to determine the suitability of any particular Property for a Solar Farm, and will evaluate a number of factors in connection with such determination, including without limitation, the cost, availability of capital for construction, location relative to power transmission and interconnection facilities of the Utility Off-taker, and the cost and timing of completing rezoning and other land use requirements which are necessary to satisfy and/or complete prior to construction of the Solar Farm.

3.2. Utility Off-takers; Eminent Domain. Owner contemplates that, to reduce its overall construction cost, each Solar Farm will be located adjacent to or near existing or to-be-constructed electrical substations and distribution facilities of Utility Off-takers, so that Utility Off-takers will not need to seek the exercise of eminent domain authority (if any) in relation to their connection to such Solar Farms. County recognizes that no Utility Off-takers are parties to this Agreement. Accordingly, Owner agrees to use reasonable efforts to locate each Solar Farm adjacent to or near such facilities of Utility Off-takers, and if such location is not commercially possible, then as a condition of governmental approvals by County, Owner shall acquire suitable rights over additional properties if necessary to connect each Solar Farm to Such Utility Off-takers' substation and facilities.

3.3. Capital Investment and Ownership Structure. Owner contemplates that the acquisition and development of each Solar Farm will require a substantial economic investment by or on behalf of Owner, in the estimated amount of SEVENTY MILLION DOLLARS ($70,000,000), for a total projected investment (if twenty such Solar Farms are built) of ONE BILLION FOUR HUNDRED MILLION AND NO/100 DOLLARS ($1,400,000,000.00). Owner may acquire and operate each Solar Farm in its own name or in the name of an Owner Party. However, any Owner Party which acquires and operates a Solar Farm or Solar Farms shall execute an Agreement identical to this Agreement as a condition precedent to its ability to receive any of the benefits or incentives provided herein.

3.4. Employment and Job Creation. Owner certifies that the development, operation, and maintenance of each individual Solar Farm will require the establishment of ten (10) or more new jobs to employ ten (10) or more full-time employees in this state, paying an average wage for such new jobs that is above the per capita personal income in Gadsden County as reported by Enterprise Florida for the most recent year for which information is available, the average wage being $26,512 for the year 2009. Owner and Hensel Phelps estimate that employment of up to four hundred (400) Full-Time Employees from Gadsden County over a four (4) year period will be created and available for the estimated six month construction periods of all Solar Farms, all as employees of Hensel Phelps or its subsidiary, affiliate or subcontractor. Hensel Phelps shall provide subcontracting opportunities with local and minority opportunity preference during such construction period. Further, Owner certifies that the long term

operation and maintenance of each individual Solar Farm will require the establishment of six (6) or more new jobs to employ six (6) or more full time employees in Gadsden County. Owner and Hensel Phelps agree to give a strong preference toward utilizing Gadsden County companies and residents, and minority opportunity preferences for vendors and contractors and employees where it is reasonable and financially practical to do so.

3.5. Operation of Solar Farms. As a condition precedent to its ability to receive any of the benefits or incentives provided herein, Owner and any Owner Parties must satisfy the obligations contained herein and shall continue to operate, subject to the limitations set forth in Section 3.1, a Solar Farm or Solar Farms on each Property from the acquisition and development thereof through the date that the Ad Valorem Tax Exemption expires pursuant to Section 4.6.

3.6. Application for Economic Development Ad Valorem Tax Exemption; Reporting Requirements. On or before March 1 of each year, Owner, all Owner Parties, and Hensel Phelps shall submit to County for each Property on which a Solar Farm is to be or currently located and a tax exemption sought a written initial or renewal application to satisfy the reporting requirements to obtain or maintain the ad valorem property tax exemption described in Section 4.6, on the form prescribed by the State of Florida. The form currently prescribed by the State of Florida is Department of Revenue Form DR-418, but the parties acknowledge that the State may amend or require different or additional forms in the future, and Owner, all Owner Parties, and Hensel Phelps shall submit the form or forms required at the time that the exemption is sought. In addition, Owner, all Owner Parties, and Hensel Phelps shall submit to County a written initial or renewal report setting forth the following information for the prior calendar year: (a) the name and location of the new business or the expansion of the existing business; (b) a description of the improvements to real property for which an exemption is requested and the date of commencement of construction of such improvements; (c) a description of the tangible personal property for which an exemption is requested and the dates when such property was or is to be purchased; (d) evidence of status as a new business or an expansion of an existing business, as defined in Section 196.012(15) or (16), Florida Statutes; (e) a listing of all acquired Properties to date; (f) construction status of each Solar Farm located on each acquired Property; (g) employment data, including wages, location, and residency status, reflecting the number of Full-Time Employees who have been or were hired in connection with the construction of each Solar Farm and the period or average time of employment for each; (h) summary data, including wages, location, and residency status, regarding Gadsden County and minority subcontractors hired in connection with each Solar Farm; and (i) employment data, including wages, location, and residency status, reflecting the number of Full-Time Employees who have been hired for the long-term operation and maintenance of the facilities. Each report shall be certified by a certified public accountant at Owner's expense and shall be signed by an authorized officer of Owner.

3.7. Owner and Hensel Phelps Representation. Owner and Hensel Phelps represent to County that no member of the County Commission, and no County employee or official is under contract either directly or indirectly with Owner, Hensel Phelps, or either of their agents,

contractors or subcontractors with respect to the subject matter of this Agreement. This representation shall be in effect for the full term of this Agreement.

4. **County Obligations and Representations**.

4.1. Permitting, Inspections, and Zoning. Owner, Owner Parties, and Hensel Phelps shall comply with all applicable requirements of the Florida Statutes and the County's Comprehensive Plan, Land Development Code, Citizens' Growth Management and Planning Bill of Rights, and all other ordinances or directives related to land use and development within the County. County agrees to expeditiously process Owner's applications for approvals and permits for each Solar Farm, including without limitation any comprehensive plan amendment, zoning or rezoning, variance, special exception, site plan and/or platting, subject to all applicable requirements of the Florida Statutes and the County's Comprehensive Plan, Land Development Code, Citizens' Growth Management and Planning Bill of Rights, and all other ordinances or directives related to land use and development within the County, provided such applications are complete at the time of submission. If any such applications require one or more public hearings, County agrees, subject to the requirements of the Florida Statutes and the Gadsden County Citizens' Growth Management and Planning Bill of Rights, to waive regular filing deadlines and advance such hearing process to the next practical public hearing date, subject to the satisfaction of all legal requirements imposed by the Florida Statutes, County ordinances, and other applicable law with respect to providing notice to the public.

4.2. Comprehensive Plan. Owner shall use commercially reasonable efforts to locate Solar Farms on Properties which are designated as Agricultural-3 or Silviculture on the County Future Land Use Map. To the extent that the use of a Property identified by Owner as being a potential location of a Solar Farm is not consistent with the future land use designation appearing on the County's comprehensive plan, or if Owner or County determines that the comprehensive plan otherwise needs to be amended to permit Owner to construct and operate a Solar Farm thereon, then Owner shall initiate the required changes to the comprehensive plan. County agrees to expeditiously process and advance any hearings required for the amendment, where practical and permitted, in the manner described in Section 4.1 above.

4.3. County Fees. County agrees that the total of all County Fees assessed for the construction and permitting of each Solar Farm shall not exceed TEN THOUSAND AND NO/100 DOLLARS ($10,000.00) for each Solar Farm.

4.4. Inspections. County agrees that all building and site inspections for each Solar Farm shall be given, to the extent possible, priority for completion by County personnel after Owner submits each inspection request.

4.5. Cash Grant. County hereby grants to Owner a cash grant to reimburse Owner for a portion of the cost incurred by Owner with respect to County Fees for construction and permitting of each Solar Farm and for the engagement of the Utility Off-taker to perform one or more interconnection studies to evaluate the possible locations for interconnecting solar farms

within the County, in the amount of THIRTY THOUSAND AND NO/100 DOLLARS ($30,000.00) per Solar Farm (for a maximum of twenty Solar Farms). Each such cash grant shall not be paid until Owner has completed construction on the Solar Farm and placed same in commercial operation, and has paid in full the annual ad valorem tax burden imposed by County with respect to such Solar Farm for the year in which all Property Improvements are assessed in the calculation of the Property's ad valorem tax burden and such commercial operation commences. Only one such cash grant shall be payable with respect to any constructed Solar Farm.

4.6. Ad Valorem Real and Personal Property Tax Economic Development Incentives. In accordance with the authority granted under Section 196.1995, Florida Statutes, County enacted Ordinance No. 2012-003 (the "Ordinance") for the purpose of granting ad valorem property tax exemptions to new businesses and to expansions of existing businesses, which Ordinance was adopted by the Gadsden County Board of County Commissioners on or about March 6, 2012. The Ordinance is currently effective for a period of ten (10) years beginning January 31, 2012. For each Solar Farm which is approved by County during the ten (10) year period in which the Ordinance is effective, County agrees to provide either of the following to Owner: (a) an exemption from ad valorem taxation in the amount of EIGHTY-THREE PERCENT (83%) of the assessed value of (i) all improvements to real property made by or for the use of Owner in connection with each such Solar Farm and (ii) all tangible personal property of such Solar Farm, which exemption shall continue for the first ten (10) years of such Solar Farm's operation (without renewal thereof following such ten (10) year period); or (b) a cash credit or payment in such amount, paid by County within sixty (60) days following the date on which such ad valorem taxes were paid by Owner. The ability to receive an exemption for the period granted is conditioned upon Owner's and Owner Party's ability to maintain the particular Solar Farm for which an exemption has been granted as a new business or the expansion of an existing business as defined in Section 196.012(15) and (16), Florida Statutes, throughout the entire exemption period. County acknowledges that the property tax exemptions (or equivalent cash credit or payment) agreed to in this Section constitute a material inducement to Owner to enter into this Agreement.

4.7. Enactment of Economic Development Ad Valorem Tax Exemption Ordinance. Upon receipt of the Owner's complete written application for an economic development ad valorem tax exemption for a Property pursuant to Section 196.1995, Florida Statutes, and Section 3.6 of this Agreement, County will review and consider the application in accordance with Section 196.1995, Florida Statutes. If the Owner has satisfied the requirements of this Agreement and Section 196.1995, Florida Statutes, County will adopt an ordinance granting the exemption described in Section 4.6. Such ordinance will be presented for approval in the manner for approving such ordinances in Gadsden County. The obligations of County, Owner, Owner Parties, and Hensel Phelps under this Agreement shall survive and be in full force and effect, subject to any default hereunder, notwithstanding any termination of such ordinance or any failure of County to enact a replacement ordinance upon the expiration of such ordinance. County acknowledges that the County Obligations agreed to in this Section, including the

successful passing of such ordinance into law, constitute a material inducement to Owner to enter into this Agreement.

4.8. Enacted Rules, Ordinances and Laws. In addition to all other obligations of County specified above, County shall make available to Owner any and all of the benefits and opportunities under any enacted rule, ordinance or law, including without limitation, the National Solar Ordinance described in Section 4.7 above.

5. Term. The initial term of this Agreement shall be from the Effective Date through January 31, 2022. (the "Agreement Term"). Upon the conclusion of the Agreement Term, if Owner is not in Default under the terms of this Agreement, this Agreement shall continue in full force and effect with respect to each Solar Farm, Property and Property Improvements which were constructed during the Agreement Term and which continue to operate beyond such term, for the remainder of the ten (10) year exemption term applicable to the particular Solar Farm, Property, and Property Improvements constructed during the Agreement Term.

6. Compliance with Applicable Laws. At all times under this Agreement, Owner, Owner Parties, and Hensel Phelps will remain in compliance with all applicable laws, rules and regulations including without limitation, all applicable environmental laws, rules and regulations, relating to each Solar Farm which it operates in Gadsden County.

7. Default. In the event Owner, any Owner Party, Hensel Phelps, or County (the "Defaulting Party") defaults on any obligations owed by it, respectively, under this Agreement, and such default is not cured by Defaulting Party within sixty (60) days following delivery of written notice given by the other party (the "Non-Defaulting Party") according to the requirements of Section 10 hereof, then the Non-Defaulting Party may terminate this Agreement. Except as may be otherwise provided in this Agreement, the termination of this Agreement releases the parties from the obligations agreed to in this Agreement, except that all such obligations shall remain in full force and effect among the parties with respect to each Solar Farm which is not in default of its obligations hereunder and has already commenced operation as of such termination date or within ninety (90) days thereafter.

8. Assignment. Owner shall have the right to assign this Agreement, in whole or in part and including any applicable County Incentives and/or State Incentives as follows: (a) to any Owner Party which may own and operate a Solar Farm; and (b) to another entity in connection with transfer of ownership and control of any Owner Party which may own and operate a Solar Farm, which may include real estate investment trust (a "REIT") or its subsidiary or a lender to either the applicable Owner Party or to the REIT or its subsidiary. County acknowledges that such transfers may occur at multiple times and in multiple steps. Any such transfers and assignments shall require County's express written consent, the continued operation of a Solar Farm or Solar Farms on the Property, and the execution of an Agreement identical to this Agreement by the transferree.

9. Invalidity. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The

parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.

10. Notices. All notices required by this Agreement (i) shall be in writing, (ii) shall be addressed to the parties as set forth below unless notified in writing of a change in address, and (iii) shall be deemed to have been delivered either when personally delivered or, if sent by mail, in which event it shall be sent by registered or certified mail, return receipt requested, three (3) business days after mailing. The addresses of the parties are as follows:

To Owner:	National Solar Power Partners LLC 1050 W. NASA Blvd. Suite 105 Melbourne, FL 32901 Attn: Eric Williams, Vice President
With a copy to:	Lowndes Drosdick Doster Kantor & Reed, P.A. 215 North Eola Drive Orlando, FL 32802 Attn: Dale A. Burket, Esq.
To Hensel Phelps:	Hensel Phelps Construction Co. 6557 Hazeltine National Drive Suite One Orlando, FL 32822 Attn: Kirk Hazen, Vice President
To County:	Gadsden County Board of County Commissioners 5-B East Jefferson Street Quincy, FL 32351 Attn: Chairperson and County Administrator
With a copy to:	Ausley & McMullen, P.A. P.O. Box 391 Tallahassee, FL 32302 Attn: Deborah S. Minnis, Esq.

11. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter addressed herein and supersedes any and all prior agreements, arrangements, or understandings, written or oral, between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent or employee of any party, either before or after the execution of this Agreement, shall affect or modify any of the terms or obligations hereunder.

12. Amendments. No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of the parties hereto.

13. Governing Law, Venue and Jurisdiction. This Agreement has been made under and shall be governed by the laws of the State of Florida. Venue for any action brought with respect to this Agreement shall be proper in the state courts of Gadsden County, Florida, and each of the parties to this Agreement hereby submit themselves to the personal jurisdiction of such courts.

14. Authority to Enter Agreement. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective parties.

15. Waiver. Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Agreement, any part hereof, or the right of the party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

16. Counterparts. To facilitate execution, the parties hereto agree that this Agreement may be executed and delivered to the other parties via electronic means, and that the executed electronic version shall be binding and enforceable as an original. This Agreement may be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each party, or that the signatures of all persons required to bind any party, appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on one or more of such counterparts. All counterparts shall collectively constitute a single Agreement.

17. County Commission Approval. The obligations of County under this Agreement are subject to final approval by the Board of County Commissioners of Gadsden County. Such Board of County Commissioners has the authority to enter into this Agreement in order to provide economic incentives to provide a stronger, more balanced and stable local economy.

[signatures appear on next pages]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Effective Date hereof.

OWNER

Signed, sealed and delivered
in the presence of:

NATIONAL SOLAR POWER PARTNERS LLC,
a Florida limited liability company

Name: ERIC J. WILLIAMS

Name: PAUL COLLINS

By: _____
Name: James W. Scrivener
As Its: CEO
Date Signed: 09/09/13

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 9th day of SEPTEMBER, 2013, by JAMES W SCRIVENER as CEO of **NATIONAL SOLAR POWER PARTNERS LLC**, a Florida limited liability company, on behalf of the company. He/She is personally known to me or has produced DRIVING LICENSE as identification and did not take an oath.

[NOTARY SEAL]

Notary Signature
PAUL COLLINS
Printed Name
Notary Public - State of Florida
Commission Number: EE119389
My Commission Expires: 08/07/2015

NOTARY PUBLIC STATE OF FLORIDA
Paul Collins
Notary Public
State of Florida
My Commission Expires 08/07/2015
Commission No. EE 119389

0243002\154159\1400971\9

HENSEL PHELPS

HENSEL PHELPS CONSTRUCTION CO.,
a Delaware corporation

Name: JACOB HARBAUGH

Name: Luke Koenig

By:
Name: JOSEPH A. GIUNTA
As Its: operations manager
Date Signed: 8/20/13

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 20 day of August, 2013, by Joseph A. Giunta, as Operations Manager of **HENSEL PHELPS CONSTRUCTION CO.**, a Delaware corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ as identification and did not take an oath.

[NOTARY SEAL]

DEBORAH CANNON
Notary Public - State of Florida
My Comm. Expires Aug 27, 2013
Commission # DD 915126

Deborah Cannon
Notary Signature
Deborah Cannon
Printed Name
Notary Public - State of Florida
Commission Number: DD915126
My Commission Expires: August 27, 2013

COUNTY

GADSDEN COUNTY,
a political subdivision of the State of Florida

_____
Name:_____

_____
Name:_____

By:_____
Name:_____
As Its:_____
Date Signed:_____

ATTEST:_____
Name:_____
As Its:_____
Date Signed:_____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by _____, as _____, and attested by _____, as _____, of GADSDEN COUNTY, a political subdivision of the State of Florida, on behalf of the County. He/She is personally known to me or has produced _____ as identification and did not take an oath.

[NOTARY SEAL]

_____
Notary Signature

_____
Printed Name
Notary Public - State of Florida
Commission Number:_____
My Commission Expires:_____

Appendix "A" – State Economic Incentives

1. Ad Valorem Real Property Tax Exemption, Credit or Waiver
2. Real Estate and Tangible Personal Property Taxes – 83% Exemption, Credit or Waiver
3. Jobs Tax Credit (Sales and Use Tax)
4. Jobs Tax Credit (Corporate Income Tax)
5. Sales Refund for Building Materials
6. Sales Tax Refund for Business Machinery and Equipment
7. Property Tax Credit (Corporate Income Tax)
8. Incumbent Worker Training
9. Quick Response Training
10. Sales Tax Exemption on Electricity Rural Job Tax Credit
11. Expedited Permitting and Associated Fees
12. Interconnection Study – through Progress Energy Florida or another utility provider
13. Interagency Coordination Agreement

National Solar Economic Development Agreement Summary

Below is a summary of the salient terms of the Economic Development Agreement ("EDA") between Gadsden County, National Solar Power Partners, LLC, and Hensel Phelps Construction Co. Please note that this is only a summary of the more notable terms, and does not include all of the terms of the EDA.

1. National Solar Obligations and Representations
    a. Development of Solar Farms
        i. National Solar agrees to identify and acquire up to 20 properties, each of which would accommodate a solar farm capable of producing approximately 20, but not more than 75, megawatts of AC electric power
        ii. Each property will provide sufficient buffering to prevent adverse effects to health and aesthetics
        iii. National Solar will attempt to develop properties to limit environmental impact, but will have final discretion to determine site suitability
        iv. National Solar agrees to use reasonable efforts to locate each solar farm adjacent to or near electrical substations and distribution facilities so that utility off-takers will not need to exercise eminent domain authority. If such location is not commercially possible, National Solar will acquire suitable rights over additional properties as a condition of governmental approvals by the County
    b. Capital Investment – National Solar estimates that the acquisition and development of each solar farm will require an economic investment of $70,000,000.00
    c. Employment and Job Creation
        i. Construction phase – National Solar and Hensel Phelps estimate that up to 400 full time employees will be needed over a 4 year period for the construction of all 20 solar farms
            1. Subcontracting opportunities with local and minority preference
        ii. Operation and maintenance phase – The ongoing operation and maintenance of each solar farm will require 6 or more new full time jobs
            1. Strong preference for Gadsden County companies and residents and minorities
    d. Continuing Operation of Solar Farms and Reporting Requirements – National Solar must satisfy all of its obligations, including the continued operation of the solar farms, and meet the application and reporting requirements in order to receive the incentives
2. County Obligations and Representations
    a. 4.1 Permitting, Inspections and Zoning – The County agrees to expeditiously process all applications, subject to all State and County requirements
    b. 4.2 Comprehensive Plan – National Solar agrees to use commercially reasonable efforts to locate solar farms on properties designated Ag-3 or Silviculture, but will initiate Comp Plan amendments if necessary
    c. 4.3 County Fees – capped at $10,000.00
    d. 4.4 Inspections – shall be given priority to the extent possible

   e. 4.5 Interconnection Studies Cash Grant - $30,000.00 per solar farm, paid after National Solar has completed construction and paid the full amount of the ad valorem tax bill for the year in which the improvements are assessed
   f. 4.6 Ad Valorem Tax Incentive – 10 year exemption from ad valorem tax in the amount of 83% of the assessed value of all improvements to real property and all tangible personal property
3. Term – The parties are bound by the terms of the EDA for each solar farm which is developed before January 31, 2022. After that date, if National Solar is not in default, the EDA will continue in full force and effect with respect to each individual solar farm which was constructed prior to January 31, 2022 and continues in operation for the remainder of the 10 year exemption term applicable to the particular solar farm
4. Default – Any party may terminate the EDA after 60 days following delivery of written notice of default, but all obligations remain in full force and effect with respect to each solar farm which is not in default and is in operation within 90 days of the termination date of the EDA
5. Assignment – National Solar may assign the EDA with the County's express written consent and the assignee's execution of the EDA
   a. The EDA may be assigned to an entity which is established by National Solar for the purpose of owning a whole or partial interest in a solar sarm or to another entity in connection with the transfer of ownership and control of such entity
   b. The assignee is entitled to receive the incentives provided in the EDA, but must continue to operate the solar farm and execute and be bound by the EDA in order to receive such incentives

Estimated Tax Table

Gadsden County 83%

Solar Farm Tax Metrics - 20 Megawatts AC rating

	Solar QF	School	County	Water	Real	Total Taxes	Average
	Assessed Value		(w/83% refund)		Property	Annual	County
	mill rates =	8.075	8.9064	0.045			Taxes Paid
1	$ 51,120,000	$ 412,794	$ 47,400	$ 2,300	$ 4,800	$ 460,194	$ 324,378
2	$ 48,564,000	$ 392,154	$ 73,530	$ 2,185	$ 4,968	$ 465,684	$ 324,378
3	$ 46,008,000	$ 371,515	$ 69,660	$ 2,070	$ 5,142	$ 441,175	$ 324,378
4	$ 43,452,000	$ 350,875	$ 65,790	$ 1,955	$ 5,322	$ 416,665	$ 324,378
5	$ 40,896,000	$ 330,235	$ 61,920	$ 1,840	$ 5,508	$ 392,155	$ 324,378
6	$ 38,340,000	$ 309,596	$ 58,050	$ 1,725	$ 5,701	$ 367,646	$ 324,378
7	$ 35,784,000	$ 288,956	$ 54,180	$ 1,610	$ 5,900	$ 343,136	$ 324,378
8	$ 33,228,000	$ 268,316	$ 50,310	$ 1,495	$ 6,107	$ 318,626	$ 324,378
9	$ 30,672,000	$ 247,676	$ 46,440	$ 1,380	$ 6,321	$ 294,117	$ 324,378
10	$ 28,116,000	$ 227,037	$ 42,570	$ 1,265	$ 6,542	$ 269,607	$ 324,378
11	$ 25,560,000	$ 206,397	$ 227,648	$ 1,150	$ 6,771	$ 434,045	$ 324,378
12	$ 23,004,000	$ 185,757	$ 204,883	$ 1,035	$ 7,008	$ 390,640	$ 324,378
13	$ 20,448,000	$ 165,118	$ 182,118	$ 920	$ 7,253	$ 347,236	$ 324,378
14	$ 17,892,000	$ 144,478	$ 159,353	$ 805	$ 7,507	$ 303,831	$ 324,378
15	$ 15,336,000	$ 123,838	$ 136,589	$ 690	$ 7,770	$ 260,427	$ 324,378
16	$ 15,336,000	$ 123,838	$ 136,589	$ 690	$ 8,042	$ 260,427	$ 324,378
17	$ 15,336,000	$ 123,838	$ 136,589	$ 690	$ 8,323	$ 260,427	$ 324,378
18	$ 15,336,000	$ 123,838	$ 136,589	$ 690	$ 8,614	$ 260,427	$ 324,378
19	$ 15,336,000	$ 123,838	$ 136,589	$ 690	$ 8,916	$ 260,427	$ 324,378
20	$ 15,336,000	$ 123,838	$ 136,589	$ 690	$ 9,228	$ 260,427	$ 324,378
21	$ 15,336,000	$ 123,838	$ 136,589	$ 690	$ 9,551	$ 260,427	$ 324,378
22	$ 15,336,000	$ 123,838	$ 136,589	$ 690	$ 9,885	$ 260,427	$ 324,378
23	$ 15,336,000	$ 123,838	$ 136,589	$ 690	$ 10,231	$ 260,427	$ 324,378
24	$ 15,336,000	$ 123,838	$ 136,589	$ 690	$ 10,589	$ 260,427	$ 324,378
25	$ 15,336,000	$ 123,838	$ 136,589	$ 690	$ 10,960	$ 260,427	$ 324,378
26	$ 15,336,000	$ 123,838	$ 136,589	$ 690	$ 11,344	$ 260,427	$ 324,378
27	$ 15,336,000	$ 123,838	$ 136,589	$ 690	$ 11,741	$ 260,427	$ 324,378
28	$ 15,336,000	$ 123,838	$ 136,589	$ 690	$ 12,152	$ 260,427	$ 324,378
29	$ 15,336,000	$ 123,838	$ 136,589	$ 690	$ 12,577	$ 260,427	$ 324,378
30	$ 15,336,000	$ 123,838	$ 136,589	$ 690	$ 13,017	$ 260,427	$ 324,378
	Totals =	$ 5,882,315	$ 3,529,270	$ 32,781	$ 247,789	$ 9,411,584	$ 9,731,341

20 year straight line depreciation method

83% Rebate of County TPP for 10 years

= Estimated Levelized Tax payment

CONFIDENTIAL, COPYRIGHTED & PROPRIETARY PROPERTY OF NATIONAL SOLAR POWER PARTNERS LLC

Rollup - 20 Farms

Gadsden County

20 Farms

	Solar QF	School	County	Water	Real	Total Taxes	Suggested
	Assessed Value		(w/83% rebate)		Property	Annual	Payments
	mill rates =	8.075	8.9064	0.045			
1	$ 1,022,400,000	$ 8,255,880	$ 1,548,004	$ 46,008	$ 500,000	$ 10,349,892	$ 6,229,527
2	$ 971,280,000	$ 7,843,086	$ 1,470,603	$ 43,708	$ 510,000	$ 10,126,915	$ 6,229,527
3	$ 920,160,000	$ 7,430,292	$ 1,393,203	$ 41,407	$ 520,200	$ 9,630,962	$ 6,229,527
4	$ 869,040,000	$ 7,017,498	$ 1,315,803	$ 39,107	$ 530,604	$ 9,135,212	$ 6,229,527
5	$ 817,920,000	$ 6,604,704	$ 1,238,403	$ 36,806	$ 541,216	$ 8,639,671	$ 6,229,527
6	$ 766,800,000	$ 6,191,910	$ 1,161,003	$ 34,506	$ 552,040	$ 8,144,342	$ 6,229,527
7	$ 715,680,000	$ 5,779,116	$ 1,083,602	$ 32,206	$ 563,081	$ 7,649,229	$ 6,229,527
8	$ 664,560,000	$ 5,366,322	$ 1,006,202	$ 29,905	$ 574,343	$ 7,154,337	$ 6,229,527
9	$ 613,440,000	$ 4,953,528	$ 928,802	$ 27,605	$ 585,830	$ 6,659,671	$ 6,229,527
10	$ 562,320,000	$ 4,540,734	$ 851,402	$ 25,304	$ 597,546	$ 6,165,234	$ 6,229,527
11	$ 511,200,000	$ 4,127,940	$ 910,590	$ 23,004	$ 609,497	$ 5,671,032	$ 6,229,527
12	$ 460,080,000	$ 3,715,146	$ 819,531	$ 20,704	$ 621,687	$ 5,177,068	$ 6,229,527
13	$ 408,960,000	$ 3,302,352	$ 728,472	$ 18,403	$ 634,121	$ 4,683,348	$ 6,229,527
14	$ 357,840,000	$ 2,889,558	$ 637,413	$ 16,103	$ 646,803	$ 4,189,877	$ 6,229,527
15	$ 306,720,000	$ 2,476,764	$ 546,354	$ 13,802	$ 659,739	$ 3,696,660	$ 6,229,527
16	$ 306,720,000	$ 2,476,764	$ 546,354	$ 13,802	$ 672,934	$ 3,709,855	$ 6,229,527
17	$ 306,720,000	$ 2,476,764	$ 546,354	$ 13,802	$ 686,393	$ 3,723,313	$ 6,229,527
18	$ 306,720,000	$ 2,476,764	$ 546,354	$ 13,802	$ 700,121	$ 3,737,041	$ 6,229,527
19	$ 306,720,000	$ 2,476,764	$ 546,354	$ 13,802	$ 714,123	$ 3,751,044	$ 6,229,527
20	$ 306,720,000	$ 2,476,764	$ 546,354	$ 13,802	$ 728,406	$ 3,765,326	$ 6,229,527
21	$ 306,720,000	$ 2,476,764	$ 2,731,771	$ 13,802	$ 742,974	$ 5,965,311	$ 6,229,527
22	$ 306,720,000	$ 2,476,764	$ 2,731,771	$ 13,802	$ 757,833	$ 5,980,171	$ 6,229,527
23	$ 306,720,000	$ 2,476,764	$ 2,731,771	$ 13,802	$ 772,990	$ 5,995,327	$ 6,229,527
24	$ 306,720,000	$ 2,476,764	$ 2,731,771	$ 13,802	$ 788,450	$ 6,010,787	$ 6,229,527
25	$ 306,720,000	$ 2,476,764	$ 2,731,771	$ 13,802	$ 804,219	$ 6,026,556	$ 6,229,527
26	$ 306,720,000	$ 2,476,764	$ 2,731,771	$ 13,802	$ 820,303	$ 6,042,640	$ 6,229,527
27	$ 306,720,000	$ 2,476,764	$ 2,731,771	$ 13,802	$ 836,709	$ 6,059,046	$ 6,229,527
28	$ 306,720,000	$ 2,476,764	$ 2,731,771	$ 13,802	$ 853,443	$ 6,075,781	$ 6,229,527
29	$ 306,720,000	$ 2,476,764	$ 2,731,771	$ 13,802	$ 870,512	$ 6,092,850	$ 6,229,527
30	$ 306,720,000	$ 2,476,764	$ 2,731,771	$ 13,802	$ 887,922	$ 6,110,260	$ 6,229,527
	Totals =	$ 117,646,290	$ 47,805,993	$ 655,614	$ 20,284,040	$ 186,391,936	$ 186,885,819

20 year straight line depreciation method

83% Rebate of County TPP for 10 years

= Estimated Levelized Tax payment

CONFIDENTIAL, COPYRIGHTED & PROPRIETARY PROPERTY OF NATIONAL SOLAR POWER PARTNERS LLC

National Solar Farms

Planning & Community Development Fee Estimate*:

Pre-Application		$110.00
Class 2 Conceptual/Preliminary Site Plan Review Fee		$625.00
Concurrency Review Fee		$110.00
Construction/Final Plan Review		
Projects $100,000 and over		$1000.00
Subsequent Review (as necessary)		$330.00
Inspection		$140.00
Erosion Control		$110.00
Tree Permit		$110.00
Stormwater Review		$300.00
Subsequent Stormwater Review (as necessary)		$300.00
As-built Inspection		$140.00
Subsequent Inspection (as necessary)		$110.00
Special Exception/Type II Review (Non site-plan)		$500.00
Total**	Between	$3145.00 to $3885.00
Legal (newspaper) Advertisements, Public Notice Fees & Postage Estimated at $550.00 per meeting***, ****		$1100.00
Total		**$4245.00 to $4985.00**

*(Adopted by Resolution by the Gadsden County Board of County Commissioners, November 6, 2007)

** Price range dependent on compliance of plans and inspection outcomes.

*** Per Subsection 7501 Public Notice Requirements of the Gadsden County Land Development Code (LDC) notices are required to be published "in all newspapers of general circulation in Gadsden County". In addition, the County notifies all property owners within 0.50 of a mile (in excess of the adopted code per Planning Commission and Board direction). Notices must meet the requirements of s.125.66 Florida Statutes (Subsection 7501.B, LDC). Fees may increase if additional public meetings are required by the Gadsden County Planning Commission or Board of County Commissioners.

**** Does not include advertisement and public notice costs associated with compliance with the Citizen's Bill of Rights.