

Non-Departmental:									
Transfer to Capital Projects Fund	30,000	375,000	350,000	(25,000)	1/2 of expected revenue				
Transfer to Miscellaneous Grants Fund	354,283	(30,000)	-	-					
Transfer to Tax Increment Funds	3,384,914	25,222	379,505	-					
Transfers to Other Funds	393,702	-	3,384,914	-					
Unscheduled Equipment Replacement	70,000	(393,702)	-	-					
PPC Insurance Contingency	181,000	(70,000)	-	-					
Charter Issues	47,500	(35,969)	145,031	-					
External Audit Fees	-	17,900	65,400	-					
Redistricting Contract	-	10,000	10,000	-					
Design Center Operating	-	11,750	11,750	-					
Elections	24,000	87,000	87,000	-					
County Streetlights	478,069	105,544	583,613	-					
County Fire Hydrants	412,405	12,595	425,000	-					
General Insurance Premiums	2,226,000	372,478	2,598,478	-					
Bargaining Contingency	-	-	100,000	100,000	bargaining				
Other	2,904,939	37,586	2,942,525	-					
Total Non-Departmental	10,506,812	11,008,216	11,083,216	501,404					
Capital	327,240	-	327,240	-					
TOTAL USES	66,438,874	67,648,448	1,209,574	67,855,491					
Sources over Uses	19,962	(19,962)	121,313	121,313					

→ 293,000

Outstanding Issues - (back-up attached)	
Fire Merger Consultant	\$ 100,000
East Gainesville Development Corporation	34,375
Green Building	20,000
Cable TV Franchise Renewal Consultant	40,000
Juvenile Assessment Center Security	62,300
Westside Park Playground Improvements	20,000
Tree Wells	8,400
Plan East Gainesville	50,000
Design Center Computer Equipment	-7,000
Employee Home Ownership Incentive Program	-100,000
	\$ 442,075

50,000
10,000
5,000
20,000
UP TO
5,000
50,000
260,700
(213,706) - Add to Contingency

new Personnel
Other approx 150
(5-0)

J.B.
P.H.

P.P. to P.P.
on bill now
From Process
(5-0)

Fire Merger Consultant

The County has asked us to consider hiring a consultant to prepare a feasible plan for the merger of Fire Services. The City would only pay for their equitable share of the consultant's total cost.

City of Gainesville
 FY2002 Financial & Operating Plan
 General Fund

001779

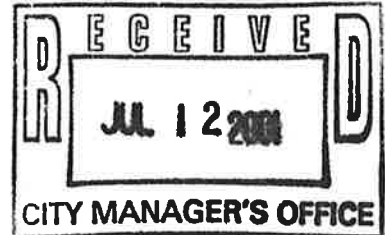
	FY2002 Plan	July Update Proposed	change	September Proposed	Sept changes
SOURCES					
Ad-Valorem Taxes	12,584,936	12,915,000	330,064	12,996,218	81,218
Communications Tax	10,183,063	10,836,600	653,537	11,027,817	191,217
Building Permits	597,818	640,465	42,647	640,465	-
Electric, Plumbing & Gas Permits	150,634	183,715	33,081	183,715	-
State Revenue Sharing	1,539,894	1,604,359	64,465	1,720,985	116,626
Half Cent Sales Tax	5,435,325	4,972,594	(462,731)	4,907,889	(64,705)
Zoning Fees	84,295	178,785	94,490	178,785	-
Parking Fees	179,000	145,000	(34,000)	145,000	-
Streets Division Cost Recovery	154,372	83,734	(70,638)	83,734	-
Cour Fines & Forfeitures	898,356	763,828	(134,528)	763,828	-
Rental of City Property	57,000	102,000	45,000	102,000	-
Water Transfer	3,177,000	3,238,000	61,000	3,238,000	-
Water/Sewer Connection Transfer S/C	-	750,000	750,000	700,000	(50,000)
Gas Transfer	1,342,000	1,136,673	(205,327)	1,136,673	-
All Other	30,075,143	30,097,695	22,552	30,151,695	54,000
TOTAL SOURCES	66,458,836	67,648,448	1,189,612	67,976,804	328,356
					<i>Nature operations revenues - reorganization</i>
USES					
Personal Services	43,026,860	43,414,745	387,885	43,441,745	27,000
					<i>Nature Operations - reorganization</i>
Departmental Operating:					
City Manager	113,571	113,571	-	128,571	15,000
City Attorney	181,939	202,939	21,000	202,939	-
Computer Services	810,482	825,482	15,000	825,482	-
Finance	369,776	359,711	(10,065)	359,711	-
Public Works	2,209,325	2,308,325	99,000	2,308,325	-
Fire Rescue	1,321,661	1,336,661	15,000	1,336,661	-
Recreation & Parks	1,177,797	1,207,797	30,000	1,234,797	27,000
Cultural Affairs	520,399	533,649	13,250	533,649	-
Human Resources	342,275	347,275	5,000	347,275	-
Facilities Management	739,547	851,547	112,000	851,547	-
Small Business Development	-	20,100	20,100	20,100	-
Fuel Expense Increase	-	-	-	63,043	63,043
All Other Departments - no changes	4,791,190	4,791,190	-	4,791,190	-
Total Department Operating	12,577,962	12,898,247	320,285	13,003,290	105,043

**The Sun Always Rises
on the EAST side of
Gainesville**

**East Gainesville Development
Corporation
P.O. Box 602**

July 12, 2001

**Mr. Wayne Bowers
City Manager
City of Gainesville
P.O. 490, Station 19
Gainesville, Florida 32602**



Dear Mr. Bowers:

It is my understanding that for the City of Gainesville's upcoming budget cycle there are no intentions to include funding recommendations for the East Gainesville Development Corporation (EGDC) in the City's general budget.

As I stated in our recent meeting, it is my understanding that the City Commission (during FY' 1999) set aside funds in the amount of \$62,500.00 for EGDC. The set aside was earmarked for the Dollar General project; however, the Corporation withdrew the request for funds for the project at a later date. The Commission then made an allocation of \$28,125.00 to EGDC over a nine-month period (January- September 2001) using the funds that were earmarked for the Dollar General project. City staff was directed to draft a contract with a scope of service for EGDC to perform for the said amount and time period (See Enclosure).

EGDC was then directed by the Commission to request the additional amount of funds- \$34,375.00, from the set aside at the end of the nine-month contract with the City. A performance review would be performed (by City staff) and a recommendation made. However during our recent meeting, you informed me that the set aside was put back into the City's general budget and expended for other projects/uses (See Enclosure). It is also my understanding that no additional funds for the upcoming budget cycle has been set aside for EGDC to continue its scope of service with the City for the remaining of FY'2001 or FY'2002.

Such a decision will be detrimental to the many east Gainesville residents, businesses and neighborhoods who have over the past four years benefited from the services of the East Gainesville Development Corporation. As a Community Development Corporation (CDC), EGDC has served as a catalyst for the much-needed revitalization of the east Gainesville community. Moreover, EGDC's relationship with the City of Gainesville has increased community awareness and commitment to revitalize east Gainesville neighborhoods and businesses. Such efforts have allowed four east Gainesville neighborhoods to become recipients of the City's Neighborhood Pilot

Phone (352) 377-1911

Fax (352) 377-9693

Email: eastgainesville@gru.net

A 501(c) 3 Tax Deductible Corporation

Program, the Duval Area to be awarded as a Front Porch Florida Community, the revitalization of an entire east Gainesville neighborhood – Robinson Quarters and several entrepreneurs to start-up and improve their businesses in the area.

EGDC has also been very instrumental in helping other organizations (and private investors) in the community spearhead many projects. In my opinion, with out the City's contractual commitment and support to the organization such progress in east Gainesville will cease.

On behalf of the Board of Directors, I am therefore requesting that EGDC have an opportunity to further discuss this matter with you and/or the City Commission by being placed on the City's next budget review agenda. Should you have any further questions please do not hesitate to contact me at (352) 377-1911 or e-mail pwest@gru.net.

Sincerely,



**Patricia R. West
President/CEO
EGDC**

**Xc: Board of City Commission
EGDC Board of Directors**



CITY OF GAINESVILLE

Finance Department

February 7, 2001

*Scherwin Henry, President
East Gainesville Development Task Force, Inc.
P O Box 602
Gainesville, FL 32602-0602*

RE: Agreement

Dear Mr. Henry:

Attached please find one (1) fully executed original of the above referenced Agreement and the corresponding Purchase Order. If you have any questions, please do not hesitate to contact me at (352) 334-5021. Thank you.

Sincerely,


*Ralph Wisco
Senior Buyer*

Enclosures

*cc: File
Conchi Ossa, Economic Development Director.*

Purchasing Division

*Station 32 • P.O. Box 490 • Gainesville, FL 32602-0490
352.334.5021 • FAX 352.334.3163*



PURCHASE ORDER

CITY OF GAINESVILLE

P.O. BOX 490
GAINESVILLE, FL 32602

PHONE (352) 334-5021
FAX (352) 334-3163

FLORIDA STATE USER TAX EXEMPT NO. 11-06-024066-54C

PURCHASE ORDER NO.:	
SC	EC000108004
PAGE:	01
DATE:	02 06 01
CHANGE ORDER NO.	00
DELIVERY DATE:	09 30 01

CONFIRMATION NO F.O.B.

NDOR NO.: EAST10646
 NDOR EAST GAINESVILLE DEVELOPMENT
 TASK FORCE, INC.
 P.O. BOX 602
 GAINESVILLE FL32602

SHIP TO: ECONOMIC DEVELOPMENT
 200 EAST UNIVERSITY AVENUE
 SUITE 402
 GAINESVILLE, FL 32601

28,125.00

01 001 660 6691 5590 6200

ITEM NO.	QUANTITY	DESCRIPTION	UNIT	UNIT PRICE	AMOUNT
6691		SUPPORT SERVICES	@	1.000000	28,125.00
	28,125.000				
		COMPEMENT FOR SERVICES UP TO \$28,125.00 PER CONTRACT DATED 2/2/01 INCORPORATED HERIN BY REFERENCE FOR PERIOD 01/01/01 THROUGH 03/30/01 EXPENDITURES NOT TO EXCEED TOTAL PURCHASE ORDER AMOUNT APPROVED BY CITY COMMISSION 02/08/01			

*** DIRECT QUESTIONS TO ***
Nancy Testa 334-5042

INSTRUCTIONS TO VENDORS:

1. This Purchase Order subject to and governed by all Terms and Conditions on the reverse side hereof.
2. If unable to fill at prices shown, advise before shipping.
3. MAIL INVOICES TO:

City of Gainesville
 P.O. Box 490
 Accounts Payable #15
 Gainesville, FL 32602

BASE TOTAL :	28,125.00
TOTAL DISCOUNT AMT :	0.00
TOTAL FREIGHT AMT :	0.00
TOTAL TAX AMT :	0.00
GRAND TOTAL :	28,125.00

ALL PACKING SLIPS, INVOICES AND CORRESPONDENCE MUST REFLECT PURCHASE ORDER NUMBER.

ORIGINAL

CITY OF GAINESVILLE, FLORIDA
 D-8-01/14
 AUTHORIZED SIGNATURE - PURCHASING DEPARTMENT

TERMS AND CONDITIONS

1. **INSPECTION:** All materials ordered are subject to inspection and test by the City of Gainesville (the 'City'). The City shall have the right to reject or to require correction of material found not to conform with this purchase order. At the City's option, rejected material will be held for the Contractor's instruction or, at the Contractor's risk, returned at the Contractor's expense. Payment for material prior to inspection shall not constitute the City's acceptance.
2. **ACCEPTANCE:** Acceptance is limited to the provisions set forth in this order including these terms and conditions and those on the face hereof or incorporated herein by reference. Contractor's performance of any work or shipment of any materials covered by this order without having received the City's express written assent to a modification of or addition to the terms hereof shall constitute Contractor's acceptance of these terms despite any language to the contrary in Contractor's quotation, acknowledgment, confirmation or other communication made in response to this order, and such action by the Contractor shall constitute a waiver of any such language. The City's silence or acceptance of any work performed or materials shipped shall in no event be deemed the City's acceptance of any terms contained in the Contractor's quotation, acknowledgment, confirmation or other communication received from the Contractor which are different from or in addition to the terms hereof.
3. **DELIVERY:** Shipment shall be F.O.B. Gainesville unless otherwise stated. Time is of the essence in the filling of this order. No delays in shipment of equipment or materials or rendition of services will be permitted except as authorized by the City in writing. Please notify the City at once of anticipated delay. Excessive or unusual transportation charges caused by Contractor's inability to perform by specified date and in specified quantities shall be charged to contractor.
4. **DELAY:** The City shall have the right to delay performance for up to three months. If the city shaft delay performance for more than three months and either the City or Contractor shall elect to terminate the Contract because of such delay. Contractor's sole remedy shall be reimbursement for costs reasonably expended in preparation for or in performance of the contract plus Contractor's lost profit in respect to the equipment or materials procured, manufactured or kept idle for the City.
5. **CANCELLATION:** Right is reserved to cancel this order if Contractor has not performed by specified date and in specified quantities or if any other term or condition is not complied with. In the event of cancellation pursuant to this clause, the City may procure similar articles or services elsewhere by purchase order or otherwise and Contractor shall be liable to the City for excess costs.
6. **COMPLIANCE WITH LAWS AND REGULATIONS:** Contractor agrees that he will comply with all federal, state and local laws and regulations applicable to the production, sale and delivery of the goods or the furnishing of any labor or services called for by this order, and any provisions required thereby to be included herein shall be deemed to be incorporated herein by reference.
7. **INSURANCE:** The Contractor shall maintain insurance sufficient to protect the interests of the City throughout the term of this purchase order.
8. **WARRANTY:** In addition to any warranty implied by law or fact, and any other express warranties, Contractor expressly warrants all items to be free from defects in design, workmanship, and materials; to conform strictly to applicable specifications, drawings, approved samples, if any, and to be fit and sufficient for the purpose intended and to be merchantable. Such warranties, together with all other service warranties of Contractor, shall run to the City. All warranties shall survive inspection, test acceptance of and payment by the City.
9. **WARRANTY-PRICE:** Contractor warrants that the City shall not be billed at prices higher than stated on this purchase order unless authorized by the City in writing. Contractor represents that the prices charged for the goods and services covered by this order are the lowest prices charged by the Contractor to buyers of a class similar to the City under conditions similar to those specified in this order and the prices comply with the applicable government regulations in effect at the time of quotation, sale or delivery. Contractor agrees that any price reduction made in terms covered by this order subsequent to the placement of this order will be applicable to this order.
10. **INDEMNIFICATION:** The Contractor shall indemnify, defend, and hold harmless the City for any and all loss, liability, damages, claims, or demands attributable to any copyright infringement or the use of any copyright or compositions, secret processes, patented or unpatented inventions, articles or appliance furnished or used under a purchase order resulting from this quotation.
The Contractor guarantees and agrees to indemnify, defend and hold harmless the City against any and all loss, liability, damages, demands, claims or costs arising out of defective material and products, faulty work performance, negligent or unlawful acts, and non-compliance with any local, state or federal codes, ordinances, orders or statutes, including the Occupational Safety and Health Act. This guarantee is in addition to and not intended as a limitation in any other warranty, express or implied.
11. **CLEAN UP:** If work is performed on City property, work shall not be considered complete until all rubbish and unused material due to, or connected with, the work are removed and the premises are left in a safe and tidy condition.
12. **MISCELLANEOUS:** These terms and conditions are in addition to and not intended as a limitation on any other terms and conditions agreed to between both parties.

AGREEMENT

THIS AGREEMENT, made and entered into this 2nd day of February, 2001 by and between the City of Gainesville, a municipal corporation of the State of Florida, by and through the Gainesville City Commission, hereinafter referred to as the "City," and the East Gainesville Development Task Force, Inc., a corporation in the State of Florida, hereinafter referred to as the "Task Force";

WITNESSETH:

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

SECTION 1. Scope of Services. The Task Force agrees to provide to the City the following services pursuant to the goals and objectives identified in 1997 during an extensive planning process which involved Eastside residents and was initiated through the efforts of the Gainesville Enterprise Zone Development Agency, the Gainesville Area Chamber of Commerce and the City:

- a. Implement a community and economic development action plan for the Eastside, Sections Three (Implementation) and Four (Action Plan) of which are marked as Attachment "A" and attached hereto and incorporated herein by reference. Those Strategic Action Steps identified in Attachment "A" scheduled to be completed within the term of this agreement shall be eligible for reimbursement. The activities and programs of the action plan shall be consistent with the comprehensive plan adopted by the City.
- b. Carry out the scope of services described in Attachment "B" attached hereto and incorporated herein by reference.
- c. Provide as part of the final report required in Section 6.e. of this agreement, an annual community development report summarizing the actions and progress made towards accomplishing the scope of services described in Attachment "B".

SECTION 2. Term. This agreement shall commence January 1, 2001 and terminate on September 30, 2001.

SECTION 3. Compensation. In consideration of the services and activities actually, timely, and faithfully rendered by the Task Force, the City agrees to reimburse the Task Force an amount not to exceed Twenty Eight Thousand One Hundred Twenty Five Dollars (\$28,125.00). All services reimbursed must be for eligible costs incurred during the period of this agreement. The City will reimburse the Task Force for eligible costs directly related to Attachment "B" activities in the following categories:

- (a) Personnel.
- (b) Employee benefits, non-salary (includes any unemployment insurance and Worker's Compensation).
- (c) Professional fees, dues, and publications.
- (d) Supplies.
- (e) Telephones (local and long distance).
- (f) Postage.
- (g) Occupancy expenses (includes rent and utilities).
- (h) Copying, printing and advertising expenses.
- (i) Approved staff travel, which shall be within the guidelines of the City, a copy of which is attached as Attachment "B".
- (j) Insurance.
- (k) Office machinery and equipment.

SECTION 4. Method of Reimbursement.

- a. All requests for reimbursement will be packaged and will contain the following documents:
 - (1) A legible copy of the paid invoice from the vendor; or,
 - (2) Payroll records containing gross pay, amounts withheld, taxes withheld and matched; and,
 - (3) A copy of the canceled check, front and back, written by the Task Force to pay the bill;
 - (4) A cover letter on the reimbursement package that enumerates by category the reimbursement requested and contains a certification

by the Task Force's chief executive officer that these amounts have been spent by the Task Force for a public purpose in accordance with Section 125.045, Florida Statutes, and the terms of Section 3 of this agreement, and have not been submitted to or reimbursed by any other public or private organization or person.

- b. The Task Force shall promptly submit requests for reimbursement to the City on a monthly basis, with appropriate invoices and checks attached, for actual expenditures incurred under this Agreement, subject to the limitations provided for in Section 3 hereof. Monthly reimbursements shall not exceed Three Thousand One Hundred Twenty Five Dollars (\$3,125.00) per month. All requests for reimbursements shall be addressed to:

Economic Development Director
City of Gainesville, Station 06
Post Office Box 490
Gainesville, FL 32602

Payment shall be submitted to:

East Gainesville Development Task Force, Inc.
Post Office Box 602
Gainesville, FL 32602-0602

SECTION 5. Return of Funds. Any City funds not expended for the services set forth herein shall be returned to the City.

SECTION 6. Audit, Records, and Reporting. The Task Force agrees to:

- a. Maintain financial records and reports relating to the utilization of all funds provided to the Task Force by the City. Within 90 days of the end of the Task Force's fiscal year, provide the City Economic Development Director two (2) copies of the Task Force's annual independent audit of financial statements and any other correspondence related to audit findings or recommendations. Such audits shall be performed in accordance with generally accepted audit standards and shall be performed by a Certified Public Accountant licensed by the State of Florida.
- b. Submit operating financial statements to the City on a quarterly

- basis, or more frequently as may be requested by the City.
- c. Maintain such books, records, documents, and other evidence and accounting procedures and practices which sufficiently and properly account for all funds of any nature.
 - d. Ensure that all records identified herein which relate to funding provided by the City shall be available at all times for inspection, review, or audit by personnel duly authorized by the City.
 - e. Furnish the City with monthly evaluation reports detailing what has been done and what is planned within the current contract year, and to furnish such other reports and information that the City may require. Monthly reports are due within thirty (30) days after the last day of the month. A final report as described in Section 1.c. shall be made within thirty (30) days after the end of this agreement which ends on September 30, 2001.

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

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

SECTION 9. Monitoring. The Task Force shall allow the City's official representative to attend all meetings of the Task Force's Board of Directors.

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

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

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

SECTION 13. Termination With or Without Cause. The agreement shall continue and remain in full force and effect as to all of its terms, conditions, and provisions, as set forth herein, until and unless either party shall give written notice to the other party of its desire to terminate this agreement, with or without cause, on a specified time and date thereafter. Such written notice to terminate this agreement shall be given no less than thirty (30) days prior to the date this agreement shall be so terminated, with twenty-four (24) hours notice in the event funds become unavailable to any party for any reason whatsoever. The City shall be the sole and final authority as to the availability of funds. In the event of such termination, the Task Force shall be paid by the City for all services actually, timely, and faithfully rendered up to receipt of the notice of termination and, thereafter, for all other services authorized in writing by the City.

SECTION 14. Notices. Except as otherwise provided herein, any notice, acceptance, request, or approval from either party to the other party shall be in writing and sent by certified mail, return receipt requested, and shall be deemed to have been received when either deposited in a United States Postal Service mailbox or personally delivered with signed proof of delivery. The City's representative and the Task Force's representative are as follows:

City: City Manager
 City of Gainesville, Station 06
 Post Office Box 490
 Gainesville, FL 32602

Task Force: President
 East Gainesville Development Task Force, Inc.
 Post Office Box 602
 Gainesville, FL 32602-0602

SECTION 15. Laws and Regulations. The Task Force will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this

agreement. The Task Force is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this agreement. If the Task Force is not familiar with state and local laws, ordinances, code rules and regulations, the Task Force remains liable for any violation and all subsequent damages or fines.

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

SECTION 17. Collusion. By signing this agreement, the Task Force declares that this agreement is made without any previous understanding, agreement, or connections with any persons, contractors or corporations and that this agreement is fair, and made in good faith without any outside control, collusion, or fraud. By signing this agreement, the Task Force declares that no City Commissioner, other City officer, or City employee, directly or indirectly owns more than five (5) percent of the total assets or capital stock of the bidding entity, nor will directly or indirectly benefit by more than five (5) percent from the profits or benefits of this agreement.

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

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

SECTION 20. Severability. If any provision of this agreement is declared void by a court of law, all other provisions will remain in full force and effect.

SECTION 21. Non Waiver. The failure of any party to exercise any right in this agreement will not waive such right in the event of any further default or non compliance.

SECTION 22. Governing Law and Venue. This agreement is governed in accordance with the laws of the State of Florida. Venue is in Gainesville, Florida.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed for the

uses and purposes therein expressed on the day and year first above-written.

CITY OF GAINESVILLE

ATTEST:

By: Janey Hagan

Print: Janey Hagan

Title: Admin Assistant

Wayne Bowers

Wayne Bowers, City Manager

APPROVED AS TO FORM AND LEGALITY

Marion Radson
for Marion Radson, City Attorney

EAST GAINESVILLE DEVELOPMENT TASK
FORCE, INC.

ATTEST:

By: Patricia West

Print: Patricia West

Title: Executive Director

Richard Henry
President

SCOPE OF SERVICES

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

Section 1: The Task Force agrees to provide to the City the following services pursuant to the goals and objectives identified during an extensive planning process which involved Board Members and staff of the East Gainesville Development Task Force, Inc.

East Gainesville Neighborhood Coalition:

- a. Provide technical assistance to members of the Springhill Neighborhood Association to facilitate development and implementation of an action plan for the Mt. Olive A.M.E. *“Warehouse” Project*. Technical assistance will include, but will not be limited to: support in creating a formal organizational (association) structure, networking with City staff and other community organizations to assist in the accomplishment of project goals, and advocating for funds for the project.
- b. Create neighborhood associations in east Gainesville neighborhoods where they do not exist, and provide support for those that do.

East Gainesville Business Association:

- a. Provide advocacy for and facilitate Eastside business (retail, professional, and entertainment) development that will promote economic diversity.
- b. Form partnerships with banks, lending and financial institutions, educational institutions, and community organizations to facilitate business: start-ups, expansions, retentions, and relocations in the east Gainesville business community.
- c. Facilitate the creation of an east Gainesville Micro-Enterprise Activity Center. Facilitation will include, but will not be limited to: conduct a feasibility study, select a site location, and identify resources.

Economic Development Committee:

- a. Coordinate with City and County Code Enforcement offices to eliminate slum & blight in east Gainesville neighborhoods. Coordination will include, but will not be limited to: Bi- annual walk thrus of east Gainesville neighborhoods to identify code violations, abandoned houses and other abandoned properties.
- b. Encourage land acquisition, by private developers, realtors, businesses and other agencies; in the east Gainesville targeted area.

Community Affairs Committee:

- a. Promote public and private partnerships to improve the image and public perception of east Gainesville.
- b. Encourage greater involvement of the business community, and the community at-large, in promoting east Gainesville for greater economic diversity of the entire Gainesville community.

Sept. 2000

FY 2000-2001 GENERAL FUND BUDGET RECONCILIATION

GENERAL FUND BUDGET (7/31/00)	\$64,015,580
CHANGES IN REVENUE/OTHER SOURCES:	
State Revenue Sharing	\$177,000
Interest on Investments	\$10,000
Half-Cent Sales Tax	(\$134,000)
Decrease in Transfer to CRA	\$37,563
REVISED GENERAL FUND AVAILABLE	<u>\$64,106,143</u>
PREVIOUS BALANCE	\$90,563
Fund Balance-Reallocation of EGDTF designation	\$62,500
Fund Balance-Designation for Technology Incubator	\$250,000
Fund Balance-Designation for Playground Equipment	\$35,000
Fund Balance-Designation from CCOM Contingency	\$25,000
AVAILABLE BALANCE AS OF 9/11/00:	<u><u>\$463,063</u></u>
CHANGES IN EXPENDITURES:	
East Gainesville Development Task Force	(\$28,125)
Transfer to Economic Development Fund	(\$250,000)
Aerial Photography	(\$50,000)
Playground Equipment	(\$35,000)
Track Team	(\$3,000)
NCF Hurricane Response Exhibition-Security	(\$2,500)
Tree Wells	(\$8,400)
Demolition	(\$7,728)
Zoning Advertisements	(\$10,000)
Helicopter Unit	(\$68,310)
APPROVED EXPENDITURE BUDGET AMENDMENTS	<u><u>(\$463,063)</u></u>

NOTE:

The amended General Fund revenue and expenditure budgets, with the above changes, are balanced and amount to \$64,441,080.

6th Street Corridor to the Charrette & Corridor Enhancement Projects priority list.

RECOMMENDATION *The City Commission hear a report from staff regarding the July 19, 2001 meeting of the Metropolitan Transportation Planning Organization (MTPO).*

A motion was made by Commissioner Nielsen, seconded by Commissioner Chestnut, that this matter be Approved, as shown above. The motion carried by the following vote:

Votes: Aye: Chuck Chestnut, Warren Nielsen, John R. Barrow and Tom Bussing
Absent: Pegeen Hanrahan

001537 Green Building Program (B)

City of Gainesville Community Development Director Tom Saunders, Conservation Clinic at the UF Levin College of Law Representative David Heekin, President/CEO of Greensmart Patty Glenn, Gainesville Regional Utility Analyst Mark Spiller and Tom Ankersen gave presentations.

MOTION: The City Commission: 1) Accept in principle the report and refer the crafting of a Green Building Ordinance to the Community Development Committee that would come out of a dedicated workshop by the Community Development Committee; 2) ask staff to look for opportunities to incorporate Green Building principles into the current crafting of the Comprehensive Plan Conservation Element; 3) ask staff to look for potential budget sources from General Government and/or GRU for supporting the startup of the Green Building Program in Gainesville and Alachua County; 4) ask staff to look at how we could do a joint program with Alachua County and invite them to participate in the Community Development Committee workshop; and also 5) refer to the Regional Utilities Committee regarding incentives for the Green Building Project.

NOTE: See following item # 001584 - GRU Referral.

RECOMMENDATION *Hear a presentation from the Conservation Clinic at the Levin College of Law and take appropriate action.*

A motion was made by Commissioner Nielsen, seconded by Commissioner Barrow, that this matter be Referred to the Community Development Committee, due back on January 9, 2002. The motion carried by the following vote:

Votes: Aye: Chuck Chestnut, Warren Nielsen, John R. Barrow and Tom Bussing
Absent: Pegeen Hanrahan

001584 Green Building Program - GRU Referral (B)

This item related to File # 001537.

RECOMMENDATION *The City Commission refer incentives for the Green Building Project to the Regional Utilities Committee.*

Cable TV Franchise Renewal Consultant

The County has asked us to consider hiring a consultant to study the renewal of the Cable TV Franchise contract. The City would only pay for their equitable share of the consultant's total cost.

Juvenile Assessment Center Security

The Alachua Regional Juvenile Assessment Center (JAC) has served twelve counties for the past three years. The JAC Advisory Board has estimated that \$109,246,50 is required to continue JAC services 24 hours a day, seven days a week through June 30, 2002. In the year 2000, the Gainesville Police Department utilized this facility to refer or drop off approximately 890 juveniles. Alachua County Sheriff Steve Oelrich in correspondence with Chief Botsford has indicated that based on usage, the City's contribution level would be approximately \$62,300.00 to continue JAC operations beyond October 1, 2001.

**FY 2001-2002 SPECIAL PROJECT/ACTIVITY BUDGET REQUEST
ADVISORY BOARDS AND COMMITTEES**

BOARD/COMMITTEE NAME: PUBLIC RECREATION BOARD

Summary Description of Project

The Public Recreation Advisory Board is requesting funding for the completion of the playground at Westside Park. The City Commission awarded \$35,000 in FY 01 to cover the cost of new equipment in the park. The Public Recreation Advisory Board is requesting an additional \$20,000 to complete protective surfacing, landscaping, entrance/exits, and concrete walkways. The playground area is heavily utilized by a variety of organizations, including O2B Kids, School Board of Alachua County and the YMCA, in addition to city-run programs.

Expected Benefits:

The completion of the playground area will ensure longevity to the equipment and surrounding landscape, increase the safety of children on the equipment and increase the level of utilization by residents.

Estimated Project Cost Breakdown: (Cash Only)

<u>Item Description</u>	<u>Estimated \$ Cost</u>
Completion of Westside Park Playground Renovations	\$20,000
<i>Total Cost:</i>	

*Requests for City "In-Kind" (Non-Cash) Contributions:
(List specific needs individually, e.g., Personnel, Facilities, Equipment, Services, etc.)*

<u>Item Description</u>	<u>Estimated \$ Value</u>
<i>Total Value:</i>	

**FY 2000-2001 SPECIAL PROJECT/ACTIVITY BUDGET REQUEST
ADVISORY BOARDS AND COMMITTEES**

BOARD/COMMITTEE NAME: *City Beautification Board - Designated Enhancement Fund*

Summary Description of Project

TREE WELLS

To create tree wells on appropriate streets within the central city and University area, continuing plantings where infrastructure limits other opportunities for tree planting.

Expected Benefits:

To improve the appearance and encourage pride in the central city and university area. to create tree canopy and shade reduce the heat island effect and encourage pedestrianism.

Estimated Project Cost Breakdown: (Cash Only)

<u>Item Description</u>	<u>Estimated Cost</u>
Construct approximately 6 tree wells with Tree Grates @ \$1,400 each	\$8,400.00
	<u>Total Cost \$8,400.00</u>

Requests for City "In-Kind" (Non-Cash) Contributions:

(List Specific needs individually, e.g., Personnel, Facilities, Equipment, Services, etc.)

<u>Item Description</u>	<u>Estimated \$ Value</u>
6 trees @ \$100	\$600.00
Personnel to engineer project @ \$30 per hour for 32 hours	\$960.00
Personnel to procure, mulch, and fertilize trees	\$480.00
Aftercare	\$960.00
	<u>Total Value \$3,000.00</u>

TABLE 1**PLAN EAST GAINESVILLE FUNDING RESOURCES**

FUNDING PARTNERS (listed alphabetically)	CONSULTANT FUNDS	MTPO CONTRIBUTION
Alachua/Bradford Regional Workforce Development Board	\$?	-
Alachua County	\$50,000	-
Alliance for Economic Outreach & Development	\$?	-
City of Gainesville	\$50,000	-
East Gainesville Development Task Force	\$?	-
Florida Department of Transportation	\$?	-
Florida Department of Environmental Protection	\$?	-
Gainesville-Alachua County Airport Authority	\$?	-
Gainesville Regional Utilities	\$?	-
Jones-Edmunds & Associates	\$?	-
MTPO Charrette Funds	\$45,000	-
MTPO Subcommittee Support- Fiscal Year 2001/2002	-	\$20,567
MTPO Preparation of Transportation Plan Element	-	\$50,000
Santa Fe Community College	\$?	-
St. Johns River Water Management District	\$?	-
University of Florida	\$?	-
TOTAL CONSULTANT FUNDS	\$145,000	
TOTAL CONSULTANT AND MTPO SUPPORT FUNDING		\$215,567

**FLORIDA COMMUNITY DESIGN CENTER, INC.
THREE YEAR BUDGET PROPOSAL**

June 19,2001

CITY OF GAINESVILLE	ALACHUA COUNTY	GAINESVILLE REGIONAL UTILITIES	GAINESVILLE CHAMBER OF COMMERCE	UNIVERSITY OF FLORIDA
\$11,000-rent ¹ \$7,000-technology \$750-supplies	\$11,000-rent ¹ \$7,000-technology \$750-supplies	\$1,500-phone	\$ xx-staff ² \$xx-rent subsidy ³	\$30,000-faculty ⁴ \$135,000-student labor ⁵
Year One: \$18,750	Year One: \$18,750	Year One: \$1,500	Year One: \$xx	Year One: \$165,000
\$11,000-rent \$750-supplies	\$11,000-rent \$750-supplies	\$1,500-phone	\$xx-staff \$xx-rent subsidy	\$30,000-faculty \$135,000-student labor
Year Two: \$11,750	Year Two: \$11,750	Year Two: \$1,500	Year Two: \$xx	Year Two: \$165,000
\$11,000-rent \$750-supplies	\$11,000-rent \$750-supplies	\$1,500-phone	\$xx-staff \$xx-rent subsidy	\$30,000-faculty \$135,000-student labor
Year Three: \$11,750	Year Three: \$11,750	Year Three: \$1,500	Year Three: \$xx	Year Three: \$165,000

¹ Approximately 1188 sf at \$17 per square foot, with equal contributions coming from City and County.

² Staff time includes secretarial and bookkeeping assistance, and receptionist to open FCDC for visitors when the Center is not otherwise staffed.

³ The FCDC will have access to a conference room, break room and bathrooms belonging to the Chamber of Commerce. The total square footage is xx sf and will be used approximately xx% of the month.

⁴ Faculty time will be contributed at an average rate of \$15,000 per semester, including benefits.

⁵ Fifteen students x 20 hours per week x 15 weeks per semester x 2 semesters x \$15 per hour.

INCREMENT PACKAGE

PRIORITY NO. _____

Fund	Agency Code & Title	Organization Code & Title	Activity
001	790 Community Development	7920 Planning Division	

PROGRAM DESCRIPTION/ENHANCEMENTS:

Homeownership Incentive Program

The Community Development Department wishes to institute a homeownership incentive program to encourage homeownership in the University Context Area and the CDBG target areas for City of Gainesville employees. The program would benefit the City by stimulating the market for homeownership in areas of the City where it would be beneficial to stabilize homeownership rates, thereby helping to stabilize and enhance the neighborhoods. The program would initially include down payment assistance and an owner occupancy deed restriction for a specific time period. The loan would be forgivable at a certain percentage each year for the specific time period. It is anticipated that the Community Development Department's Housing and Planning Divisions will be responsible for implementing the program.

PROGRAM ALTERNATIVES:

Additional funding could potentially be provided by other entities (such as the University of Florida for University Employees), and the program could be expanded over time to include other eligible applicants.