RESOLUTION NO. 001660

PASSED March 17, 2003

A Resolution approving the final plat of "Blues Creek Unit 5 Phase 1", located in the vicinity of NW 80th Avenue and west of NW 56th Way; authorizing the Mayor and Clerk of the Commission to execute a Tri-Party Agreement to secure the construction of improvements; and providing an immediate effective date.

WHEREAS, the Development Review Board approved the design plat of "Blues Creek Unit 5 Phase I" on July 12, 2001; and

WHEREAS, the owner of the plat has submitted a final plat which substantially conforms to the design plat as approved by the City Commission on November 26, 2001, and which incorporates all modifications and revisions specified in such approval; and

WHEREAS, the owner of the proposed subdivision has requested the City Commission to accept and approve the final plat as provided in Chapter 177 of the Florida Statutes and Chapter 30 of the Code of Ordinances of the City of Gainesville, Florida; and

WHEREAS, the City Commission finds that the final plat described herein is consistent with the City of Gainesville 1991-2001 Comprehensive Plan and the City of Gainesville 2000-2010 Comprehensive Plan as adopted by Resolution No. 002684.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF GAINESVILLE, FLORIDA;

Section 1. The final plat of "Blues Creek Unit 5 Phase I" is accepted and approved by the City Commission on the following described property lying in the City of Gainesville, Alachua County, Florida:

(See Exhibit "A" attached hereto and made a part hereof as if set forth in full)

Section 2. The Mayor and Clerk of the Commission are authorized to execute a Tri-Party Agreement with a lending institution that secures the construction and completion of the improvements required under the ordinances of the City of City of Gainesville, a copy of which agreement is attached hereto as Exhibit "B".

Section 3. The Clerk of the Commission is authorized and directed to affix his signature to the record plat on behalf of the City Commission and accept the dedication of public rights-of-way, easements, and other dedicated portions as shown on the plat.

Section 4. This resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED this 17th day of March, 2003.

Thomas D. Bussing, Mayor

ATTEST:

Clerk of the Commission

Marion J. Radson, City Attorney

APPROVED AS TO FORM AND LEGALITY:

Exhibit "A"

LEGAL DESCRIPTION:

A PARCEL OF LAND SITUATED IN SECTION 10, TOWNSHIP 9 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR THE POINT OF BEGINNING, COMMENCE AT A P.R.M. #4788 AT THE NORTHWEST CORNER OF LOT 11 OF "BLUES CREEK, UNIT 4-B", AS PER PLAT THEREOF, AS RECORDED IN PLAT BOOK 'S', AT PAGE 86 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE RUN SOUTH 00 DEG. 20 MIN. 54 SEC. EAST ALONG THE WEST BOUNDARY OF SAID LOT 11, A DISTANCE OF 162.40 FEET; THENCE RUN SOUTH 06 DEG. 01 MIN. 45 SEC. WEST, A DISTANCE OF 60.00 FEET TO A P.R.M. #4788 ON THE NORTH BOUNDARY OF LOT 12 OF SAID "BLUES CREEK, UNIT 4-B"; THENCE RUN NORTH 83 DEG. 58 MIN. 15 SEC. WEST ALONG THE NORTH BOUNDARY OF SAID LOT 12, A DISTANCE OF 72.69 FEET TO A P.R.M. #4788 AT THE NORTHWEST CORNER OF SAID LOT 12; THENCE RUN SOUTH 06 DEG. 01 MIN. 45 SEC. WEST ALONG THE WEST BOUNDARY OF SAID LOT 12, A DISTANCE OF 95.03 FEET; THENCE RUN NORTH 80 DEG. 18 MIN. 43 SEC. WEST, A DISTANCE OF 259.62 FEET; THENCE RUN SOUTH 74 DEG. 57 MIN. 41 SEC. WEST, A DISTANCE OF 288.53 FEET; THENCE RUN SOUTH 89 DEG. 39 MIN. 06 SEC. WEST, A DISTANCE OF 200.58 FEET; THENCE RUN SOUTH 83 DEG. 09 MIN. 22 SEC. WEST, A DISTANCE OF 85.08 FEET TO THE WEST LINE OF SAID SECTION 10; THENCE RUN NORTH 00 DEG. 23 MIN. 44 SEC. WEST ALONG THE SAID WEST LINE OF SECTION 10, A DISTANCE OF 345.95 FEET; THENCE RUN NORTH 89 DEG. 39 06 SEC. EAST, A DISTANCE OF 909.61 FEET TO THE BEGINNING. CONTAINING 6.26 ACRES, MORE OR LESS.

AGREEMENT

THIS TRI-PARTY AGREEMENT (this "Agreement") is entered into this
day of November by and among CNB Wational Bulk ("Lender"),
Blues Creek Ltd ("Developer") and Watson Construct. Co. Inc.
("Contractor") for the purposes set forth herein and for the benefit of the City OF
GAINESVILLE, FLORIDA (the "City").

RECITALS

A. Developer intends to develop a residential subdivision to be known as

Blue Cult The Phase and to record a plat of the same on the real property

described on attached Exhibit "A".(the "Subdivision")

- B. Developer has contracted with the Contractor to install the streets, necessary drainage water, sewer and other improvements (the "improvements") required under applicable law and ordinances of the City pursuant to a contract between Developer and Contractor a copy of which is attached hereto as Exhibit "B". (the "Contract").
- C. As a condition of the acceptance of the plat of the Subdivision for recording, require that assurances be given before the Subdivision is platted that the improvements will be completed within a reasonable time to the standards required by the City and will together with the other components of the improvements be the responsibility of the Developer after completion for maintenance and repair until accepted by the City.
- D. Lender has made a loan to the Developer for the purpose of paying the cost of the improvements and has agreed to join in this Agreement for the purpose of assuring the City funds will be available for completion of the improvements in the event the

Developer or the Contractor fail to complete the same.

DEC 4 CITY OF GAINESVILLE PLANNING DIVISION

E. The parties hereto now desire to reduce their understanding and agreement to writing.

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter made by the parties hereto, it is agreed as follows:

- 1. The parties hereto agree to the truth of the recitals set forth herein and to their incorporation herein by reference.
- 2. Lender from the loan proceeds made available to the Developer for construction of the Improvements hereby sets aside for this purpose, the sum of 244,80000 which is 120% of the amount set forth in the Contract and which will be used exclusively for construction of the improvements and may not be used for any other purpose until such improvements are in place and accepted by the City. Disbursement of the funds during the course of construction will be made on certification by private engineer acting for the account of the Developer, as to the value of work then completed, and then, acceptance by the City of such certification, or, a separate certification by the City. The Lender shall then advance to the Developer for payment to the Contractor the sum agreed by the private engineer and the City, each progress payment to be charged a ten percent (10%) retainage, to be paid with the final payment on completion of the improvements and so certified to by the City.

Should the Contractor default in performance under this Contract, the Developer agrees to proceed promptly to engage a new contractor within thirty (30) days to complete these Improvements. The selection of the new contractor will be subject to

approval by the Lender and by the City which approval will not be unreasonably withheld. Should the Developer not proceed to relet the contract within such time period on a default by the present Contractor, the Lender and/or the City shall be entitled to complete the improvements so that the City will accept the improvements, and use for the purpose of paying for such completion, the balance remaining of the loan funds attributable to the Contract and if such amounts are not sufficient, the Lender shall advance additional monies up to (10%) of the original fund for a maximum total of 244.800.00 so, and shall have the option to advance any additional monies that may be required, all of which advances have been secured by the Developer to the Lender.

This completion may be by the Lender and another contractor, or by the City, directly whichever shall be determined by the Lender and the City to be most appropriate for an early completion of the improvements and final acceptance by the City.

The Developer and the Contractor agree to prosecute the construction of the improvements in a reasonably diligent manner to assure completion within 150 days from recording of the plat. Should the Developer be required to engage a new contractor as a result of the default by the Contractor, the time for completion will be extended for a period not to exceed ninety (90) additional days. If in the judgment of the City, the progress of construction is falling behind schedule, the City will so advise the Developer who shall then be bound to take corrective measures. The Lender shall likewise be advised and may thereupon withhold further disbursements of progress payment until a resolution of the problem acceptable to the City may be obtained. The obligation of Lender hereunder shall cease on the earlier of one (1) year from the date of completion as Set forth in the Contract or such date as all the improvements have been completed and

so certified by the City.

Should the City have to take over and complete or have completed the Improvements required by City ordinances, then the obligation of the Lender to pay a sum equal to the cost of such improvements to the City (in accordance with the terms and conditions of the agreement) or make such sum available that shall exist independent of and regardless of whether or not the Developer may be in default on its agreement with the Lender.

ئى يە د د د د د د د د د د د د د د د د د د		
*	This agreement executed at Gainesville, Fl	orida, this day of, 20
	WITNESSES:	LENDER NAME
	Chitch M. Bon	BY: As Its "Lender"
	As to Lender	, 0 1
	alam Jel	BY: As Its "Contractor"
	Leslew Stark As to Contractor	
		DEVELOPER NAME
	Donnie L. Ren	BY: As its "Developer"
	As to Developer	,
	ATTEST:	CITY OF GAINESVILLE
	CLERK OF THE COMMISSION	BY:

9 .

Exhibit "A"

LEGAL DESCRIPTION:

A PARCEL OF LAND SITUATED IN SECTION 10, TOWNSHIP 9 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR THE POINT OF BEGINNING, COMMENCE AT A P.R.M. #4788 AT THE NORTHWEST CORNER OF LOT 11 OF "BLUES CREEK, UNIT 4-B", AS PER PLAT THEREOF, AS RECORDED IN PLAT BOOK 'S', AT PAGE 86 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE RUN SOUTH 00 DEG. 20 MIN. 54 SEC. EAST ALONG THE WEST BOUNDARY OF SAID LOT 11, A DISTANCE OF 162.40 FEET; THENCE RUN SOUTH 06 DEG. 01 MIN. 45 SEC. WEST, A DISTANCE OF 60.00 FEET TO A P.R.M. #4788 ON THE NORTH BOUNDARY OF LOT 12 OF SAID "BLUES CREEK, UNIT 4-B"; THENCE RUN NORTH 83 DEG. 58 15 SEC. WEST ALONG THE NORTH BOUNDARY OF SAID LOT 12, A DISTANCE OF 72.69 FEET TO A P.R.M. #4788 AT THE NORTHWEST CORNER OF SAID LOT 12; THENCE RUN SOUTH 06 DEG. 01 MIN. 45 SEC. WEST ALONG THE WEST BOUNDARY OF SAID LOT 12, A DISTANCE OF 95.03 FEET; THENCE RUN NORTH 80 DEG. 18 MIN. 43 SEC. WEST, A DISTANCE OF 259.62 FEET; THENCE RUN SOUTH 74 DEG. 57 MIN. 41 SEC. WEST, A DISTANCE OF 288.53 FEET; THENCE RUN SOUTH 89 DEG. 39 MIN. 06 SEC. WEST, A DISTANCE OF 200.58 FEET; THENCE RUN SOUTH 83 DEG. 09 MIN. 22 SEC. WEST, A DISTANCE OF 85.08 FEET TO THE WEST LINE OF SAID SECTION 10; THENCE RUN NORTH 00 DEG. 23 MIN. 44 SEC. WEST ALONG THE SAID WEST LINE OF SECTION 10, A DISTANCE OF 345.95 FEET; THENCE RUN NORTH 89 DEG. 39 MIN. 06 SEC. EAST, A DISTANCE OF 909.61 FEET TO THE POINT OF CONTAINING 6.26 ACRES, MORE OR LESS.

CONTRACT

_	
Z\ 1)	e and entered into this 2 day of _
2002by and between Y	Watson Construction Co., Inc.
of the City of Newberry, Coun	ty of Alachua, State of Florida,
Party of the FirstPart, and, <u>La</u>	arry Ross Builders, Inc. adba New
Generation Homes, Party of t	he Second Part,
WITNESSETH: That, in agreements hereinafter contain part, the said Party of the First	n consideration of the covenants and led on the part of said Party of the Second Part does agree as follows:
2002, for <u>Blues Creek Unit 5</u> , <u>Phase 1</u> - and in acc It is understood that the value of the contract may and conduits and sleeves for irrigation, gas, or pho	nce with plans by Eng, Denman & Associates dated September, cordance with Watson Construction Co., Inc. bid (Attachment A). It change due to subsequent plan revisions. Underdrain, if required one are not a part of this contract. Removal and replacement of bid but may be included for the unit prices stated in Attachment B
IN CONSIDERATION THEREOF, the said Party of the First Part, the sum of, the following manner, to wit:	e said Party of the Second Part agrees to pay the two hundred four thousand dollars, (\$204,000) in
	ments for work completed to the contractor as Il be charged ten percent (10%) retainage to be paid
Both parties agree to complete to complete to completion within 30 days of substantial	heir respective punchlist items to achieve final al completion.
and seals on the day above written, and	above named Parties have hereunto set their hands for themselves, their heirs, administrators and performance of the covenants and agreements as
Witnesseth: DEC 4	Lam Posses
CITY OF GAINESVIL PLANNING DIVISIO	Larry Ross, President
*	LRB/New Generation Homes
Witnesseth:	1 0-1-
This / My :	Seal)
	Larry Watton, President
	Watson Construction Co., Inc.

WATSON CO., INC.

940 N.W. 247th Drive • Newberry, FL 32669 • 352/472-9157 • FAX 352/472-2520 • License #CGC A11972

Sergio Reyes

Eng. Denman, and Assoc., Inc.

Fax # 373-7249

Oct 18, 2002

Re: Blues Creek Unit 5

Watson Construction Co., Inc. proposes to perform the following items of work on the above referenced project in accordance with the plans by Eng. Denman, and Assoc, dated Sept. 2002, for the sum set forth below.

- Survey and layout of our work by a licensed professional surveying firm 1.
- 2. Testing of our work
- 3. Tree barricades
- 4. Silt fence
- 5. Clearing
- 6. Earthwork
- 7. Pavement
- 8. Curbs
- Sidewalks
- 10. Storm drainage
- 11. Sanitary sewer
- 12. Water
- 13. Electric
- 14. Grassing

Bid Amount:

-\$224.107

204,000

Exclusions:

Removal and replacement of unsuitable material, irrigation, landscaping, utility connection fees, gas and phone crossings,

certified as-built survey

We appreciate the invitation to bid on this project. Please call me if you have any

questions.

Sincerely,

Thierry Mingione

Estimator

ATTACH A

Eng, Denman & Associates, Inc.

Project:BLUES CREEK 5-1

Quantity Sheet: Paving and Drainage Quantities : Final

Project Number: 00-160 Date:Sept. 16, 2002

ITEM	ITEM DESCRIPTION	ESTIMATED	UNIT	UNIT	AMOUNT
NO.		QUANTITY	OIVII	PRICE	AMOUNT
1	Clear and Grub For Right of Way	1.09	AC	PRICE	-
2	Clear and Grub For Drainage Easement / PUE	1.11	AC		
3	Roadway Excavation	1062	CY	* فند.	
4	Roadway Fill	260	CY		
5	12" Roadway subgrade stabilization		50 SY		· ·
6	6" Limerock Base	2647 26	27 SV		-
7	1-1/4" Type S-III Asphaltic Concrete	2647 28			
8	Type " F " Curb & Gutter	1840	LF		
9-	Sidewalk-	499	SY		
10	Sod	6	SY		
-11	Seed, Mulch & Fertilizer	5955	SY		
12	15" R.C.P.	44	LF		- L-1
13	24" R.C.P.	\$567			
74	30" R.G.P.	792	J LF		
15	P8 Manholes (0 - 10')	4	EA		
	P3 Curb Inlets (0 -10' CUT)	2 -	EA		45
17	P4 Curb Inlet (0 - 10' CUT)	82	EA		
18	Type " J4 " Curb Inlet	A 2	EA		
19	Type " C " Inlet	2 1	EA		
20	Type " E " Inlet	2	EA		
21	10' X 10' Sump Pump W/ Rubble Pad	11	SY		236
22	Tree Barricade	265	LF		
23	Silt Fence	640	LF		
24	Flared End Section	1	EA		
25	Match Existing Edge Of Pavement, Curb & Gutter	1 1	LS		0
26	Match Existing Edge Of Sidewalk	1 1	LS		
27	Testing	1	LS		
28	Construction Surveying	1	LS		
			LO		

BLCRK 5-1

ATTACK A

2 of

Eng, Denman & Associates, Inc.	
Project:BLUES CREEK 5 - 1	

Quantity Sheet:Wastewater Distribution

Project Number: 00-160

Quantities: Final

Date:Sept. 16,2002

ITEM	ITEM DESCRIPTION	ESTIMATED	UNIT	UNIT	ANACHINIT
NO.		QUANTITY	OIIII		AMOUNT
±1 ·	Connect To Existing 8" PVC	4	1.0	PRICE	
2	Manhole (0' - 10' Cut)		LS		
3	Manholes (10'- 15' Cut)	4	EA		
4	8" PVC - (0' - 10' Cut)	2	EA		7
		409	LF ·		
5	8" PVC - (10' - 15' Cut)	560 /	LF		
6	4" PVC Service Lines	457 /	LF		
7	4" Clean Outs	11			-
8	8" x 4" Wye & Bends		· EA		
	4" Connections To Manhole	5	EA	20	
10	Testing	6	EA		
_		1 1	LS		
11	Constuction Surveying	1	LS		

BLCK 5 - 1

ATTACH A

3 -05 L

2 for

Eng, Denman & Associates, Inc.

Project :BLUES CREEK 5-1

Quantity Sheet: Water Distribution System

Project Number:00-160

Quanitities : Final

Date: Sept. 16, 2002

ITEM	ITEM DESCRIPTION	ESTIMATED	UNIT	UNIT	AMOUNT
NO.		QUANTITY		PRICE	
1	Connect To Existing 8" PVC WM.	1	LS		
_ 2	8" PVC WM.	708	LF		
3	8" DIP WM.	40	LF		
4	2" PVC WM	300	· LF		-
5	1" HDPE Service Lines	6	LF		
6	1 ½" PVC Service Lines	47	LF		
7	2" X1 1/2" Saddle	-2	-EA		
8	2" x 1" Saddle (6)	1	-EA		
9	8" x 1½" 9addle	2	EA	·	
10	8"x 1" Saddle	1	EA		
11	Corporation-Stops	2	EA		
12	2" Gate Valve & Box	5	, EA		¥
13	8" Gate Valve & Box	3	EA		
14	8" x 8" D.I. Anchoring Tee	1 1	EA		-
15	8" x 2" Plug & Tap	1	EA		
16	8" PVC Plug	1	EA		
17	2" Blow- Off Assembly & Sample Point	2	EA		
18	3" Blow - Off Assembly & Sample Point	1	EA		
19	Water Meters	10			
20	Fire Hydrant Assembly	10	EA		
21 .	Testing	- 1	EA		
22	Construction Surveying	1	LS		
			LS		

IX,

ATTACK A 4 OF 4

ATTACHMENT B

UNIT PRICES

1. Remove unsuitable material and dispose on-site:

\$2.33/cyd (\$42/truck load)

2. Provide and place suitable material from off-site to replace unsuitable material which has been disposed of on-site:

\$7.22/cyd(\$130/truck load)

3. Remove unsuitable material and dispose off-site:

\$3.50/cyd(\$63/truck load)

4. Provide and place suitable material from off-site to replace unsuitable material which has been disposed of off-site:

\$6.50/cyd(\$117/truck load)

Larry Ross, President

LRB/New Generation Homes

Larry Watson, President

Watson Const. Co., Inc.

AGREEMENT

THIS TRI-PARTY AGREEMENT (this "Agreement") is entered into this 8th day of November by and among CNB National Bank ("Lender"),

Blues Creek Atol ("Developer") and Watson Construction ("Inc.

("Contractor") for the purposes set forth herein and for the benefit of the City OF

GAINESVILLE, FLORIDA (the "City").

RECITALS

A. Developer intends to develop a residential subdivision to be known as Blues beet beet and to record a plat of the same on the real property described on attached Exhibit "A".(the "Subdivision")

- B. Developer has contracted with the Contractor to install the streets, necessary drainage water, sewer and other improvements (the "improvements") required under applicable law and ordinances of the City pursuant to a contract between Developer and Contractor a copy of which is attached hereto as Exhibit "B". (the "Contract").
- C. As a condition of the acceptance of the plat of the Subdivision for recording, require that assurances be given before the Subdivision is platted that the improvements will be completed within a reasonable time to the standards required by the City and will together with the other components of the improvements be the responsibility of the Developer after completion for maintenance and repair until accepted by the City.
- D. Lender has made a loan to the Developer for the purpose of paying the cost of the improvements and has agreed to join in this Agreement for the purpose of assuring the City funds will be available for completion of the improvements in the event the

Developer or the Contractor fail to complete the same.

E. The parties hereto now desire to reduce their understanding and agreement to writing.

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter made by the parties hereto, it is agreed as follows:

- 1. The parties hereto agree to the truth of the recitals set forth herein and to their incorporation herein by reference.
- 2. Lender from the loan proceeds made available to the Developer for construction of the Improvements hereby sets aside for this purpose, the sum of 244. Sooo which is 120% of the amount set forth in the Contract and which will be used exclusively for construction of the improvements and may not be used for any other purpose until such improvements are in place and accepted by the City. Disbursement of the funds during the course of construction will be made on certification by and Denman & Assoc private engineer acting for the account of the Developer, as to the value of work then completed, and then, acceptance by the City of such certification, or, a separate certification by the City. The Lender shall then advance to the Developer for payment to the Contractor the sum agreed by the private engineer and the City, each progress payment to be charged a ten percent (10%) retainage, to be paid with the final payment on completion of the improvements and so certified to by the City.

Should the Contractor default in performance under this Contract, the Developer agrees to proceed promptly to engage a new contractor within thirty (30) days to complete these Improvements. The selection of the new contractor will be subject to

approval by the Lender and by the City which approval will not be unreasonably withheld. Should the Developer not proceed to relet the contract within such time period on a default by the present Contractor, the Lender and/or the City shall be entitled to complete the improvements so that the City will accept the improvements, and use for the purpose of paying for such completion, the balance remaining of the loan funds attributable to the Contract and if such amounts are not sufficient, the Lender shall advance additional monies up to (10%) of the original fund for a maximum total of 244-800.00 so, and shall have the option to advance any additional monies that may be required, all of which advances have been secured by the Developer to the Lender.

This completion may be by the Lender and another contractor, or by the City, directly whichever shall be determined by the Lender and the City to be most appropriate for an early completion of the improvements and final acceptance by the City.

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so certified by the City.

Should the City have to take over and complete or have completed the Improvements required by City ordinances, then the obligation of the Lender to pay a sum equal to the cost of such improvements to the City (in accordance with the terms and conditions of the agreement) or make such sum available that shall exist independent of and regardless of whether or not the Developer may be in default on its agreement with the Lender.

This agreement executed at Gainesville, Fl	lorida, this day of	, 20
WITNESSES:	LENDER NAME	
Chitch M. Blown	BY: As Its "Lender"	new
As to Lender		\wedge
	CONTRACTOR NAME	
alan Mal	BY: As Its "Contractor"	mas
Lesla T. Storbo As to Contractor		
	DEVELOPER NAME	. 1
Bornie Z. Rass	BY: As Its "Developer"	072
Jacquelyn Becktof As to Developer		
ATTEST:	CITY OF GAINESVILLE	۸
CLERK OF THE COMMISSION	BY: Buso	

NPDES Joint Participation Financial Plan

Preliminary Budget

	Current	Budget		Future Budget				
	2001	2002	2003	2004	2005	2006	2007	Total
Enhanced Mapping	\$795,000	\$250,000	\$100,000	\$103,000	\$106,000	\$109,000	\$112,000	\$1,575,000
Illicit Discharge			\$100,000	\$103,000	\$106,000	\$109,000	\$112,000	\$530,000
Public Outreach	\$4,500	\$35,000	\$30,000	\$31,500	\$32,000	\$33,000	\$34,000	\$200,000
Part A Total								\$2,305,000
Operations BMP		\$75,000	\$52,500	\$55,000	\$58,000	\$61,000	\$64,000	\$365,500
Permit Fee			\$11,000	\$11,000	\$11,000	\$11,000	\$11,000	\$55,000
Illicit Discharge			\$52,000	\$38,000	\$31,000	\$28,000	\$25,000	\$174,000
Part B Total								\$594,500
TOTAL	\$799,500	\$360,000	\$345,500	\$341,500	\$344,000	\$351,000	\$358,000	\$2,899,500

Budget Share Allocation

	FDOT	City	County	Total
	Contribution	Contribution	Contribution	
	30%	40%	30%	
Part A	\$691,500	\$922,000	\$691,500	\$2,305,000
		60%	40%	
Part B		\$356,700	\$237,800	\$594,500
TOTAL	\$691,500	\$1,278,700	\$929,300	\$2,899,500

Payment Schedule

	Current	Budget		Future Budget				
	2001	2002	2003	2004	2005	2006	2007	Total
FDOT	\$275,000	\$345,100	\$71,400					\$691,500
City		\$14,900	\$162,600	\$204,900	\$206,400	\$210,600	\$214,800	\$1,014,200
County			\$111,500	\$136,600	\$137,600	\$140,400	\$143,200	\$669,300
City Credit	\$264,500							\$264,500
County Credit	\$260,000							\$260,000
Total	\$799,500	\$360,000	\$345,500	\$341,500	\$344,000	\$351,000	\$358,000	\$2,899,500

NPDES JOINT PARTNERSHIP AGREEMENT Executive Summary

The purpose of entering into a NPDES Joint Partnership Agreement (JPA) is to reduce program costs by sharing resources, where appropriate, and thus avoiding the duplication of services between the parties. The partnership will be between the City of Gainesville (City), Alachua County (County) and the Florida Department of Transportation (FDOT). The area affected by the agreement will be the enhanced mapping limits shown as Exhibit 1. Once the JPA has been established between the primary partners, the City and the County will find it in their interest to further distribute the program costs to other affected parties.

It is necessary to create this agreement now in order to take advantage of the one-foot contour option available within the Alachua County Property Appraisers mapping contract. The NPDES joint partners agree that one-foot contours will be an important asset to the NPDES program. The cost of generating one-foot contours within the enhanced mapping limits is \$275,000. FDOT has agreed to cover the cost of this mapping enhancement as part of their NPDES partnership share. Funds cannot be transferred until the JPA is in place. The NPDES joint partners have prepared a Financial Plan for implementing the NPDES program over the two years leading up to the application and for the five-year permit duration. The Financial Plan is included as Exhibit 2

PROGRAM ELEMENTS:

- □ Enhanced Mapping One foot contour maps will be developed, Waters of the United States will be mapped, and storm sewer maps will be developed within a Geographic Information System format.
- Illicit Discharge The Alachua County Environmental Protection Department will manage the Illicit Discharge Program. The purpose of the Illicit Discharge program will be to detect and eliminate non-point sources of pollution entering our water bodies through the municipal storm sewer system.
- □ **Public Outreach** The program will support existing organizations that educate individuals and business as to what actions can be taken in order to reduce non-point source pollution.
- Operation BMP Our field operations crews will implement Best Management Practices (BMPs) that will help to reduce erosion from construction sites and maintenance operations. This program will also address maintenance activities located at our operations storage facilities. Educational programs that teach our field personnel how to detect illicit discharge and how to implement BMPs will be a part of the Program.