

SUGGESTED AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
PERRY, FLORIDA

TUESDAY, OCTOBER 19, 2010
5:00 P.M.

201 E. GREEN STREET
TAYLOR COUNTY COURTHOUSE ANNEX
OLD POST OFFICE COMPLEX

NOTICE IS HEREBY GIVEN, PURSUANT TO FLORIDA STATUTES 286.0105, THAT ANY PERSONS DECIDING TO APPEAL ANY MATTER CONSIDERED AT THIS MEETING WILL NEED A RECORD OF THE MEETING AND MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

1. Prayer
2. Pledge of Allegiance
3. Approval of agenda

THE BOARD TO HEAR TEN (10) MINUTE PRESENTATIONS FROM
PROFESSIONAL SURVEYING & MAPPING RESPONDENTS, AS FOLLOWS:

1. CARDNO, TBE
2. CAUSSEAU, HEWITT & WALPOLE, INC.
3. CPH ENGINEERS, INC.
4. DELTA PROFESSIONAL LAND SERVICES, LLC
5. DYER, RIDDLE, MILLS & PRECOURT, INC.
6. GYC, INC.

AWARDS/RECOGNITION:

4. THE BOARD TO CONSIDER ADOPTION OF PROCLAMATION TO PROCLAIM THE MONTH OF OCTOBER, 2010 AS FLORIDA FOREST FESTIVAL MONTH.

COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED
ITEMS:

CONSENT ITEMS:

5. THE BOARD TO CONSIDER ADOPTION OF RESOLUTION TO REFLECT UNANTICIPATED MONIES IN THE GENERAL FUND, AS SUBMITTED BY COUNTY FINANCE.
6. THE BOARD TO CONSIDER ADOPTION OF RESOLUTION TO REFLECT UNANTICIPATED MONIES IN THE SMALL COUNTY COURTHOUSE SECURITY GRANT FUND, AS SUBMITTED BY COUNTY FINANCE.
7. THE BOARD TO CONSIDER ADVERTISING FOR A PUBLIC HEARING TO CONSIDER AMENDING ORDINANCE SECTION 2-126 OF THE CODE OF ORDINANCES REGARDING CODE ENFORCEMENT, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
8. THE BOARD TO CONSIDER APPROVAL OF THE SHIP ANNUAL REPORTS AND CERTIFICATIONS FOR FISCAL YEARS 2007/2008 AND 2008/2009 AND 2009/2010, AS AGENDAED BY MELODY COX, GRANTS COORDINATOR.

BIDS/PUBLIC HEARINGS:

9. THE BOARD TO HOLD THE FIRST OF TWO (2) PUBLIC HEARINGS, SET FOR THIS DATE AT 6:10 P.M., OR AS SOON THEREAFTER AS POSSIBLE, TO RECEIVE PUBLIC INPUT AND NOTIFY THE PUBLIC OF THE POSSIBLE GRANT APPLICATION TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) COASTAL PARTNERSHIP INITIATIVE GRANT PROGRAM 2011 FUNDING CYCLE.
10. THE BOARD TO HOLD THE FIRST OF TWO (2) PUBLIC HEARINGS, SET FOR THIS DATE AT 6:15 P.M., OR AS SOON THEREAFTER AS POSSIBLE, TO RECEIVE CITIZEN VIEWS AND TO NOTIFY THE PUBLIC OF THE POSSIBLE GRANT APPLICATION TO THE FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS (DCA) FY 2010 SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) OF UP TO \$750,000.

HOSPITAL ITEMS:

11. THE BOARD TO CONSIDER APPROVAL OF LEASE AGREEMENT WITH DOCTORS' MEMORIAL HOSPITAL (DMH) FOR THE EXCELART VANTAGE AGV HIGH FIELD MAGNETIC RESONANCE IMAGING (MRI) SYSTEM, AS AGENDAED BY JACK R.BROWN, COUNTY ADMINISTRATOR.

PUBLIC REQUESTS:

12. BOB BROWN, PERRY CITY MANAGER, TO APPEAR TO REQUEST THAT THE BOARD SEND A NO CHALLENGE RESPONSE TO THE CITY OF PERRY'S PROPOSAL TO MODIFY THE EXISTING BOUNDARIES OF THE CITY'S COMMUNITY REDEVELOPMENT DISTRICT.
13. SAM HOFFMAN TO APPEAR TO DISCUSS DRIVING GOLF CARTS ON GAMBLE ALLEY IN STEINHATCHEE.
14. RICK BREER, TAYLOR COUNTY DEVELOPMENT AUTHORITY (TCDA), TO APPEAR TO REQUEST AUTHORIZATION OF PAYMENT OF \$51,759 FROM ECONOMIC DEVELOPMENT FUNDS FOR BUCKEYE PROJECT ENERGY INDEPENDENCE.

COUNTY STAFF ITEMS:

15. THE BOARD TO CONSIDER APPROVAL OF THE MASTER DEVELOPMENT OF REGIONAL IMPACT AGREEMENT WITH TAYLOR COUNTY, FOLEY TIMBER AND LAND COMPANY AND THE NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL, AS AGENDAED BY DANNY GRINER, BUILDING OFFICIAL.
16. THE BOARD TO CONSIDER APPROVAL/ADVERTISING FOR BIDS FOR THE DEMOLITION AND RECONSTRUCTION OF THE HOME OF MARTHA AND FRANKLIN RATLIFF THROUGH THE SHIP PROGRAM, AS AGENDAED BY THE GRANTS COORDINATOR.
17. THE BOARD TO CONSIDER APPROVAL OF THE GRIEVANCE PROCEDURES FOR FY 2010-2011 FOR THE LOCAL COORDINATING BOARD FOR THE TRANSPORTATION DISADVANTAGED, AS AGENDAED BY THE GRANTS COORDINATOR.
18. THE BOARD TO CONSIDER APPOINTING THE SHIP LOCAL HOUSING ASSISTANCE BOARD TO ALSO SERVE AS THE HOUSING CITIZENS ADVISORY TASK FORCE BOARD, AS AGENDAED BY THE GRANTS COORDINATOR.
19. BOBBY LEWIS, TIS DIRECTOR, TO UPDATE THE BOARD ON THE IMPACT OF THE FEDERAL COMMUNICATIONS COMMISSION MANDATED NARROWBAND REQUIREMENTS.

20. THE BOARD TO CONSIDER REQUEST FOR RADIO EQUIPMENT PURCHASE FOR PUBLIC SAFETY, AS AGENDAED BY RENA' COURTNEY, ON BEHALF OF THE COMMUNICATIONS SURCHARGE BOARD.

COUNTY ADMINISTRATOR ITEMS:

21. THE BOARD TO CONSIDER ACCEPTING THE APPRAISAL REVIEW, AS PREPARED BY AL JONES REAL ESTATE APPRAISAL SERVICES, FOR THE IDEAL MARINA IN STEINHATCHEE.
22. THE BOARD TO CONSIDER APPROVAL TO AUTHORIZE THE COUNTY ADMINISTRATOR TO MOVE FORWARD WITH THE PURCHASE OF THE OLD IDEAL MARINA AND SURROUNDING PROPERTY.
23. THE COUNTY ADMINISTRATOR TO PRESENT INFORMATIONAL ITEMS.

BOARD INFORMATIONAL ITEMS:

Examination and approval of invoices

Motion to adjourn

FOR YOUR INFORMATION:

THE AGENDA AND ASSOCIATED DOCUMENTATION, IF APPLICABLE, IS AVAILABLE TO THE PUBLIC ON THE FOLLOWING WEBSITE:

www.taylorcountygov.com

IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT LAWANDA PEMBERTON, 201 E. GREEN STREET, PERRY, FLORIDA, 850-838-3500, EXT. 7, WITHIN TWO (2) WORKING DAYS OF THIS PROCEEDING.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

BOARD TO ACCEPT COMMITTEE RECOMMENDATION AND SCHEDULE PRESENTATIONS FROM PROFESSIONAL SURVEYING AND MAPPING RESPONDENTS.

MEETING DATE REQUESTED:

October 4, 2010

Statement of Issue:

The Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, requires that Surveying and Mapping Services be solicited as a Request for Qualifications for continuing contracts and those projects that will meet or exceed specified thresholds within the statute.

Six Statements of Qualifications (SOQ) were received by the Board at its September 21, 2010 regular meeting. The SOQ Review Committee brings the results of its findings. The Board of County Commissioners shall review and take action on the recommendation of the SOQ Review Committee.

Recommended Action:

The Board of County Commissioners should hear 10-minute presentations from the following firms at its October 19, 2010 regular meeting:

Cardno, TBE
Causseaux, Hewett & Walpole, Inc.
CPH Engineers, Inc.
Delta Professional Land Services, LLC
Dyer, Riddle, Mills & Precourt, Inc.
GCY, Inc.

Fiscal Impact: FISCAL YR 2010/11 - ADDITIONAL STAFF REVIEW TIME.

Budgeted Expense: YES

Submitted By: SOQ REVIEW COMMITTEE

Contact: COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

The Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, requires that Surveying and Mapping Services be solicited as a Request for Qualifications for continuing contracts and those projects that will meet or exceed specified thresholds within the statute. In accordance with this requirement, Staff proposed, and the Board agreed to advertise a Request for Qualifications for Professional Surveying & Mapping Services to be received at its September 21, 2010 regular meeting. At that meeting, the Board received Statements of Qualifications from six (6) firms seeking to provide Taylor County with professional surveying and mapping services. The proposals from each of the

firms were reviewed by the selected committee and were screened based on certain criteria. This recommendation presents the results of that screening and further requests that each of the firms be given an additional opportunity to present their qualifications to the Board.

Staff recommends that presenting firms be afforded 10 minutes to present their qualifications and answer any questions the Board may have at the October 19th meeting. After hearing all presentations, the Board should then rank the firms in order of preference as guidance for Staff to begin contract negotiations. The negotiated contract(s) will be executed by the County Administrator and brought back to the Board for Ratification once finalized. The scope of work under this proposal covers a possible five year time period from October 1, 2010 through September 30, 2015.

Options:

- 1) Approve the proposed recommendation and hear 10 minute presentations from the top six firms at the October 19, 2010 regular meeting.
- 2) Deny the proposed recommendation, state reasons for such denial and hear presentations from a Board chosen list of firms.

Attachments:

SOQ Review Results and Firm Ranking

Taylor County Engineering Division
 Project Number: 2010-003-FNC
 Project Name: Professional Surveying and Mapping Services
 Bid Opening Date: October 1, 2010

Bid Tabulation

Company	Quality of Submittal	Office Location		Starting Firm Address	Years in Business	Years in Business	Local Experience	Historical Performance	Insurance Certificate
		County	City	Address	Years	Years	Years	Years	Years
Cardo, Inc.	10		Lake City, FL	10 FIRM	25 years	5	25%	4	0
Causeson, Reese & Walpole, Inc.	0		Gainesville, FL	McD FIRM	22 years	0	0%	0	0
CEN Engineers, Inc.	9		Gainesville, FL	McD FIRM	28 years	3	15%	0	0
Delta Professional Land Services, LLC	3		Porter, FL	Small FIRM	27 years	10	100%	10	0
Dyer, Middle, Mills & Freeman, Inc.	10		Gainesville, FL	15 FIRM	31 years	0	36%	3	0
OCF, Inc.	9		Gainesville, FL	McD FIRM	26 years	10	100%	2	10

Score	Rank
Cardo, Inc.	5
Causeson, Reese & Walpole, Inc.	3
CEN Engineers, Inc.	6
Delta Professional Land Services, LLC	1
Dyer, Middle, Mills & Freeman, Inc.	4
OCF, Inc.	2

Review Committee

Signature

Kenneth Dunley
 Brett Dunley
 Andy Nelson

Kenneth Dunley
Brett Dunley
Andy Nelson

Seal: The above signed committee members hereby agree that the information presented in this tabulation accurately represents the information submitted. We further agree that the top six (6) ranked firms should be given an opportunity to present their qualifications to the Board of County Commissioners.

MALCOLM PAGE
District 1

DARYLL GUNTER
District 2

CLAY BETHEA
District 3

JACK BROWN
District 4

PATRICIA PATTERSON
District 5



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk
Post Office Box 620
Perry, Florida 32348
(850) 838-3506 Phone
(850) 838-3549 Fax

Wayne D. (Buddy) Humphries, County Administrator
201 East Green Street
Perry, Florida 32347
(850) 838-3500, extension 6 Phone
(850) 838-3501 Fax

CONRAD C. BISHOP, JR., County Attorney
Post Office Box 167
Perry, Florida 32348
(850) 584-8113 Phone
(850) 584-2433 Fax

BOARD OF COUNTY COMMISSIONERS AGENDA REQUEST

Please fill out this form completely and return to the County Administrator for approval. The **deadline** to receive Board Agenda requests is the Wednesday preceding the Board Meeting date at 10:00am. Board meetings are held the first Monday and third Tuesday each month, unless otherwise specified. County Administrator will have final approval on all agenda requests. If approved, please supply any supporting documentation. **Nine copies will be needed.**

Dawn Taylor
Name of person making request

584-5366
Contact Phone

Forest Festival
Organization

584-5366
Contact Phone

JR Miss - Mary Beth Clark & Angie Gibson
Name of person attending the meeting

PO Box 1062
Mailing address

Tuesday Oct. 19, 2010
Board Meeting Date Requested

Agenda Item Request: Proclamation for Forest Fest.

Office Use Only

Received Date: _____

Approved: Yes No

Contacted Date/Time: _____

PROCLAMATION FLORIDA FOREST FESTIVAL

WHEREAS, October 2010 marks the 55th Anniversary of the Florida Forest Festival in Taylor County, Florida; and

WHEREAS, in 1956, the citizens of Taylor County, Florida decided to stage a countywide "Pine Tree Festival" as an educational tool to reduce forest fires that were crippling the county's economic base—the timber industry; and

WHEREAS, over the years the Festival grew and accomplished its aim so well that by 1965 Taylor County could boast the lowest fire record in the nation; and

WHEREAS, in 1965 Taylor County was the top tree-producing county in the South and then Florida Governor Haydon Burns and the Florida Cabinet proclaimed Taylor County the "Tree Capital of the South" and at the urging of Governor Burns, the Pine Tree Festival became the Florida Forest Festival; and

WHEREAS, the goal of the Florida Forest Festival became and remains that of promoting the benefits of "Forestry in Florida"; and

WHEREAS, special activities have been planned throughout the month of October to celebrate the occasion of this anniversary and it is fitting that we should join in the celebration representing more than 50 years of service to the forest industry.

NOW, THEREFORE, be it resolved, that Taylor County does hereby proclaim the month of October, 2010 as *Florida Forest Festival Month*.

PASSED in regular session this _____ day of _____, 2010.

BY: _____
Mark Wiggins, Chairman

ATTEST:

BY: _____
Annie Mae Murphy, Clerk of Court

R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **GENERAL FUND** for the fiscal period ending September 30, 2011, to be in excess of the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **GENERAL FUND** budget for the fiscal year ending September 30, 2011.

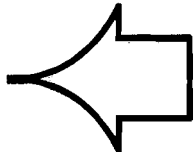
<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$545,728	001-3899010	General Fund- Cash Brought Forward
\$545,728	0451-56101	Steinhatchee Boat Ramp- Capital/Land

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 19th day of October 2010, at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2011 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Annie Mae Murphy, Clerk-Auditor

Chairman

(Balance of funds @ FYE 2010, not projected in 2011 FY budget)





Taylor County Board of County Commissioners
201 East Green Street
Perry, FL 32347

Memo

To: Tammy Taylor, Finance Director

From: LaWanda Pemberton, Asst. County Administrator

A handwritten signature in cursive script, appearing to read "LaWanda Pemberton".

Date: 10/6/2010

Re: Request for Budget Amendment for FY 2010-2011-Dept. #0451 Steinhatchee Boat Ramp

Please see attached documentation that shows a balance of \$1,807,109 remaining in the Steinhatchee Boat Ramp account at the end of fiscal year 2009-2010. Staff requested a total of \$1,260,972 in this account for fiscal year 2010-2011. Please amend the fiscal year 2010-2011 budget by an increase of \$545,728 (\$546,137 minus final payroll for FY 2009-2010) and allocate as follows:

0451-56100	Land	\$545,728
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Please do not hesitate to call me if you have any questions.

SUNGARD PENTAMATION, INC.
DATE: 10/05/2010
TIME: 11:08:15

TAYLOR COUNTY BOARD OF COMMISSIONERS
EXPENDITURE STATUS REPORT

PAGE NUMBER: 1
EXPSTAL1

SELECTION CRITERIA: `explmgr.key_orgn='0451'`
ACCOUNTING PERIOD: 1/11

SORTED BY: FUND, FUNCTION, ACTIVITY, TOTL/DEPT, ACCOUNT
TOTALLED ON: FUND, TOTL/DEPT
PAGE BREAKS ON: FUND, TOTL/DEPT

FUND-001 GENERAL FUND
FUNCTION-570 CULTURE/RECREATION
ACTIVITY-572 PARKS & RECREATION
TOTL/DEPT-0451 STEINHATCHEE BOAT RAMP

2011 Fiscal Year

ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
51200	REGULAR SALARIES & WAGES	4,500.00	.00	.00	.00	4,500.00	.00
52110	FICA/MEDICARE TAXES	344.00	.00	.00	.00	344.00	.00
52400	WORKERS' COMPENSATION	128.00	.00	.00	.00	128.00	.00
54902	LEGAL ADVERTISING	1,000.00	.00	.00	.00	1,000.00	.00
56300	CAPITAL/INFRASTRUCTURE	1,255,000.00	.00	.00	.00	1,255,000.00	.00
	TOTAL STEINHATCHEE BOAT RAMP	1,260,972.00	.00	.00	.00	1,260,972.00	.00
	TOTAL GENERAL FUND	1,260,972.00	.00	.00	.00	1,260,972.00	.00

TOTAL REPORT 1,260,972.00 .00 .00 .00 1,260,972.00 .00

Actual Balance of funds @ FYE 09/2010 ~ \$1,807,000 (not including deduction for FYE payroll accrued @ 9/30/10)

Budgeted / Requested
Balance of funds for 2011 \$1,260,972

Excess CF → amend (overall)
2011 Budget

\$546,028

Less
payroll
2010 FYE

\$545,728
Amendment
(per S. Roberts)
88

*2011
10/6/10*

*amend
2011*

SUNGARD PENTAMATION, INC.
DATE: 10/06/2010
TIME: 15:40:08

TAYLOR COUNTY BOARD OF COMMISSIONERS
EXPENDITURE STATUS REPORT

PAGE NUMBER: 1
EXPSTA11

SELECTION CRITERIA: ~~explodgr.key_orgn='0451'~~
ACCOUNTING PERIOD: 13/10

SORTED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT
TOTALS ON: FUND,TOTL/DEPT
PAGE BREAKS ON: FUND,TOTL/DEPT

FUND-001 GENERAL FUND
FUNCTION-570 CULTURE/RECREATION
ACTIVITY-572 PARKS & RECREATION
TOTL/DEPT-0451 STEINHATCHEE BOAT RAMP

ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
51200	REGULAR SALARIES & WAGES	9,900.00	.00	.00	9,225.00	675.00	93.18
52110	FICA/MEDICARE TAXES	960.00	.00	.00	705.74	254.26	73.51
52400	WORKERS' COMPENSATION	500.00	.00	.00	283.29	216.71	56.66
53101	PROFESSIONAL SERVICES	14,640.00	.00	2,000.00	5,676.71	6,963.29	52.44
54902	LEGAL ADVERTISING	1,000.00	.00	.00	.00	1,000.00	.00
56100	LAND	1,175,000.00	.00	.00	75,000.00	1,100,000.00	6.38
56300	CAPITAL/INFRASTRUCTURE	698,000.00	.00	.00	.00	698,000.00	.00
	TOTAL STEINHATCHEE BOAT RAMP	1,900,000.00	.00	2,000.00	90,890.74	1,807,109.26	4.89
	TOTAL GENERAL FUND	1,900,000.00	.00	2,000.00	90,890.74	1,807,109.26	4.89
	TOTAL REPORT	1,900,000.00	.00	2,000.00	90,890.74	1,807,109.26	4.89

Balance
FYE 2010

RESOLUTION

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **SMALL COUNTY COURTHOUSE SECURITY GRANT FUND** for the fiscal period ending September 30, 2011, to be in excess of the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **SMALL COUNTY COURTHOUSE SECURITY GRANT FUND** budget for the fiscal year ending September 30, 2011.

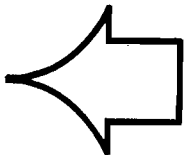
<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$266,551	628-3899010	Cash Brought Forward
\$ 78,101	6007-56200	Capital Outlay/Buildings
\$188,450	6007-56400	Capital Outlay/Equipment

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 19th day of October, 2010 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2011 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Annie Mae Murphy, Clerk-Auditor

Chairman

(Represents grant funds remaining @ FYE2010 - not projected in the 2011 budget)





Taylor County Board of County Commissioners
201 East Green Street
Perry, FL 32347

Memo

To: Tammy Taylor, Finance Director

From: LaWanda Pemberton, Asst. County Administrator

A handwritten signature in dark ink, appearing to read "LaWanda Pemberton".

Date: 10/6/2010

Re: Request for Budget Amendment for FY 2010-2011-Dept. #6007 Courthouse Security Grant

Please see attached documentation that shows a balance of \$356,551 remaining in the Courthouse Security Grant account at the end of fiscal year 2009-2010. Staff requested a total of \$90,000 in this account for fiscal year 2010-2011. Please amend the fiscal year 2010-2011 budget by an increase of \$266,551 and allocate as follows:

6007-56200	Capital Outlay-Building	\$78,101
6007-56400	Capital Outlay-Equipment	\$188,450

Please do not hesitate to call me if you have any questions.

SUNGARD PENTAMATION, INC.
DATE: 10/06/2010
TIME: 14:38:42

TAYLOR COUNTY BOARD OF COMMISSIONERS
EXPENDITURE STATUS REPORT

PAGE NUMBER: 1
EXPST11

SELECTION CRITERIA: expledgr.key_orgn='6007'
ACCOUNTING PERIOD: 13/10

SORTED BY: FUND, FUNCTION, ACTIVITY, TOTL/DEPT, ACCOUNT
TOTALLED ON: FUND, TOTL/DEPT
PAGE BREAKS ON: FUND, TOTL/DEPT

FUND-628 SM.CNTY.C/HOUSE SECURITY
FUNCTION-710 CNTY COURT-GEN.OPERATIONS
ACTIVITY-712 COURTHOUSE FACILITIES
TOTL/DEPT-6007 COURTHOUSE SECURITY GRANT

ACCOUNT	TITLE	2009/2010 BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	2010 FY Expended YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
54902	LEGAL ADVERTISING	400.00	.00	.00	.00	400.00	.00
56200	CAPITAL OUTLAY-BUILDINGS	180,600.00	.00	.00	12,499.00	168,101.00	6.92
56400	CAPITAL OUTLAY-EQUIPMENT	192,000.00	.00	.00	3,950.00	188,050.00	2.06
	TOTAL COURTHOUSE SECURITY GRA	373,000.00	.00	.00	16,449.00	356,551.00	4.41
	TOTAL SM.CNTY.C/HOUSE SECURIT	373,000.00	.00	.00	16,449.00	356,551.00	4.41
	TOTAL REPORT	373,000.00	.00	.00	16,449.00	356,551.00	4.41

O.C

Actual CF 356,551.00 +
Budgeted 90,000.00 -
000
excess CF 266,551.00 *

O.C

Balance FY 2010

Budgeted 90,000 2011 FY

Excess \$ 266,551

and 2011 Budget
Excess CF

Jarb
10-6-10

SUNGARD PENTAMATION, INC.
 DATE: 10/06/2010
 TIME: 14:57:48

TAYLOR COUNTY BOARD OF COMMISSIONERS
 EXPENDITURE STATUS REPORT

PAGE NUMBER: 1
 EXPSTA11

SELECTION CRITERIA: expmgr.key_orgn='6007'
 ACCOUNTING PERIOD: 13/11

SORTED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT
 TOTALED ON: FUND,TOTL/DEPT
 PAGE BREAKS ON: FUND,TOTL/DEPT

FUND-628 SM.CNTY.C/HOUSE SECURITY
 FUNCTION-710 CNTY COURT-GEN.OPERATIONS
 ACTIVITY-712 COURTHOUSE FACILITIES
 TOTL/DEPT-6007 COURTHOUSE SECURITY GRANT

ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
56200	CAPITAL OUTLAY-BUILDINGS	90,000.00	.00	.00	.00	90,000.00	.00
	TOTAL COURTHOUSE SECURITY GRA	90,000.00	.00	.00	.00	90,000.00	.00
	TOTAL SM.CNTY.C/HOUSE SECURIT	90,000.00	.00	.00	.00	90,000.00	.00
TOTAL REPORT		90,000.00	.00	.00	.00	90,000.00	.00

2011 Budget @ 10/1/10

Handwritten calculations:

$$\begin{array}{rcl}
 56200 & \text{CCF} & 168,101 - 90,000 = 78,101 \checkmark \\
 56400 & \text{CCF} & 188,050 + 400 = 188,450 \checkmark \\
 & & \hline
 & & \$266,551 \text{ (FY'10 Balance - FY11 Budgeted)} \\
 & & + 90,000 \text{ -(Budgeted)} \\
 & & \hline
 & & \$356,551 \text{ (FY'10 Balance)}
 \end{array}$$

(received from Swada - 10-6-10)

7

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

The Board to consider advertising an ordinance to amend section 2-126 of the code of ordinances regarding code enforcement, as agendaed by the County Administrator, Jack R. Brown

MEETING DATE REQUESTED:

October 19, 2010

Statement of Issue:

The attached draft ordinance amends section 2-126 of the Taylor County Code of Ordinances to authorize the County Administrator to designate code enforcement, amending the issuance of citations and the violations procedures.

Recommended Action:

Authorize ordinance to be advertised and have the county attorney prepare notice.

Fiscal Impact:

N/A

Budgeted Item:

N/A

Submitted By:

Jack R. Brown, County Administrator

Contact:

(850) 838-3500, Ext 7.
County.admin@taylorcountygov.com

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

This amendment to section 2-126 will authorize the County Administrator to designate code enforcement as an additional duty for selected employees, authorizes code enforcement officers to write citations for a first infraction at county boat ramps, etc.

Options:

- 1) Authorize ordinance to be advertised
- 2) Don't Authorize

Attachments:

Draft ordinance

ORDINANCE NO: 2010-_____

AN ORDINANCE OF TAYLOR COUNTY, FLORIDA AMENDING CHAPTER 2 - ADMINISTRATION, ARTICLE V. BOARDS, COMMISSIONS AND AUTHORITIES, SECTION 2-126 – CIVIL INFRACTIONS - OF THE TAYLOR COUNTY CODE OF ORDINANCES PROVIDING FOR A DEFINITION OF CODE ENFORCEMENT OFFICER, PROVIDING FOR AUTHORITY FOR THE COUNTY ADMINISTRATOR TO DESIGNATE CODE ENFORCEMENT OFFICERS, PROVIDING FOR AUTHORITY TO ISSUE CITATIONS, AMENDING VIOLATIONS PROCEDURES, PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with Florida Statutes, Chapter 125.01, the Florida Legislature grants the Board of County Commissioners the power to carry on county government and Chapter 125.01(1)(t) authorizes the Board to adopt ordinances and resolutions necessary for the exercise of its powers and prescribe fines and penalties for the violation of ordinances in accordance with law; and

WHEREAS, it is in the intent of the Board of County Commissioner in accordance with Florida Statutes, Chapter 162.02 to promote, protect, and improve the health, safety, and welfare of the citizens of Taylor County; and

WHEREAS, it is in best interest of the residents and taxpayers of Taylor County that the County utilizes the most economical and efficient manner to implement and enforce the code;

NOW, THEREFORE BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, THAT:

SECTION 1. Chapter 2, Article V, Section 2-126 of the Code of Ordinances of Taylor County is hereby amended as follows:

Sec. 2-126. Civil infractions.

(a) *Definitions* . For purposes of this section, the following definitions shall apply: *Code Enforcement Officer* means any ~~designated~~ employee or agent of the county whose ~~who duty it is~~ is designated by the County Administrator to enforce codes and ordinances enacted by the county. Provided, however, nothing herein shall be construed to authorize any person designated as a code enforcement officer to perform any function or duties of a law enforcement officer other than as specified. A code enforcement officer shall not make physical arrests or take any person into custody.

County shall mean the unincorporated areas of Taylor County, or any municipalities within Taylor County that have entered interlocal agreements with the board of county commissioners for the provision of code enforcement services.

(b) *Authority to issue citations.* Any code enforcement officer is hereby empowered to issue citations to any person when, based upon personal investigation (including license plate information), the officer has reasonable cause to believe that the person has committed a violation of a duly enacted Taylor County code or ordinance.

(c) *Ordinances enforced and penalties assessed.* All Taylor County codes and/or ordinances may be enforced by this section by citation to the appropriate county court of the county, except where prohibited by law or statute. Violations of codes and ordinances shall carry a fine as provided from time to time by resolution of the board. However, in no event shall a fine exceed five hundred dollars (\$500.00) per violation.

(d) *Violations procedure.*

(1) A code enforcement officer or law enforcement officer is authorized to issue a citation to a person when, based upon personal investigation, the officer has reasonable cause to believe that the person has committed a civil infraction in violation of a duly enacted Taylor County code or ordinance. In the case of boat ramp violations the code enforcement officer is to issue a citation without a warning. However, in the case of animal control issues or junk and debris, prior to issuing a citation, a code enforcement officer ~~shall~~ may provide notice to the person that the person has committed a violation of code or ordinance and shall establish a reasonable time period within which the person must correct the violation. If, upon personal investigation, a code enforcement officer finds that the person has not corrected the violation within the time period, a code enforcement officer may issue a citation to the person who has committed the violation. A code enforcement officer does not have to provide the person with a reasonable time period to correct the violation prior to issuing a citation and may immediately issue a citation if the code enforcement has reason to believe that the violation presents a serious threat to the public health, safety or welfare, or if the violation is irreparable or irreversible.

(2) A code enforcement officer shall issue a notice of violation in a form prescribed by the county and it shall contain:

- a. The date and time of issuance.
- b. The name and address of the person to whom the citation is issued.
- c. The date and time the civil infraction was committed.
- d. The facts constituting reasonable cause.
- e. The number or section of the code or ordinance violated.
- f. The name and authority of the code enforcement officer.
- g. The procedure for the person to follow in order to pay the civil penalty or to contest the citation.
- h. The applicable civil penalty if the person elects to contest the citation.
- i. The applicable civil penalty if the person elects not to contest the citation.

j. A conspicuous statement that if the person fails to pay the civil penalty within the time allowed, or fails to appear in court to contest the citations, he shall be deemed to have waived his right to contest the citation and that, in such case, judgment may be entered against the person for an amount up to the maximum civil penalty.

(3) After issuing a citation to an alleged violator, a code enforcement officer shall deposit the original citation and one (1) copy of the citation with the county court.

(4) Upon a finding of a violation at a contested hearing in county court, the county judge shall have the authority to impose a civil fine not to exceed five hundred dollars (\$500.00).

(5) Any person who willfully refuses to sign and accept a citation issued by a code enforcement officer shall be guilty of a misdemeanor of the second degree, punishable as provided in F.S. § 775.082 or F.S. § 775.083.

(6) In regard to Boat Ramp or other parking violations the code enforcement officer will leave the citation under the windshield wiper blade on the driver side of the vehicle.

(Ord. No. 2008-8, 2-16-2005)

Secs. 2-127--2-145. Reserved.

SECTION 2. Inclusion in the Code of Ordinances

It is the intention of the Board of County Commissioners that the provisions of this ordinance shall become and be made a part of the Taylor County Code; and that the section of this Ordinance may be renumbered or re-lettered and word "ordinance" may be changed to "section," "article" or such other appropriate word or phrase in order to accomplish such intentions.

SECTION 3. Severability.

The intent of the Board of County Commissioners is that if any subsection, clause, sentence, provision or phrase of this Ordinance is held to be invalid or unconstitutional by a Court of competent jurisdiction, such invalidity or unconstitutionality shall not be so construed as to render invalid or unconstitutional the remaining provisions of this Ordinance.

SECTION 4. Effective Date.

This Ordinance shall take effect upon being enacted and duly filed in the office of the Secretary of State of the State of Florida.

PASSED AND ADOPTED in regular session by the Board of County Commissioners of Taylor County, Florida, on this ____ day of _____ 2010.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

BY: _____
MARK WIGGINS, CHAIRPERSON

ATTEST:

ANNIE MAE MURPHY, Clerk

Jrb.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to review and approve SHIP Annual Reports and Certifications for FY 2007/2008, 2008/2009 and 2009/2010.

MEETING DATE REQUESTED:

October 19, 2010

Statement of Issue: Requesting approval of the Annual Reports and Certifications for the SHIP Program. The reports have been submitted and reviewed by Florida Housing Finance Corporation.

Recommended Action: Approval of Annual Reports and Certifications for the SHIP program.

Fiscal Impact: FY 2007/2008, 2008/2009, and 2009/2010 the County received \$350,000 per year to be used for First Time Homes Buyers Down Payment Assistance, rehabilitation, and the demolition and reconstruction of existing homes to qualified SHIP recipients. The State did not fund the program FY 2010/2011.

Budgeted Expense: Y/N

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Meridian Community Services Group submitted the Annual Reports on behalf of Taylor County to Florida Housing Finance Corporation. Meridian prepared the reports based on audit and expenditure reports and other applicable financial statements received from the County Finance Department. Both the Grants Department and the Finance Department budget balances were in agreement.

Attachments: Certifications, SHIP Annual Reports for FY 2007/2008, 2008/2009, and 2009/2010.

CERTIFICATION
For Implementation of
Regulatory Reform Activities
Required by S.H.I.P.

On behalf of Taylor County, I hereby certify that the following information
(NAME OF LOCAL GOVERNMENT)
is true and accurate as of the date of submission:

- 1) Permits as defined in s.163.3164(7) and (8)* for affordable housing projects are expedited to a greater degree than other projects; and
- 2) There is an ongoing process for review of local policies, ordinances, regulations, and plan provisions that increase the cost of housing prior to their adoption.
- 3) The cumulative cost per newly constructed housing per housing unit, from these actions for **FY 09/10 is estimated to be \$ 73,000.
- 4) The cumulative cost per rehabilitated housing per housing unit, from these actions for **FY 09/1 is estimated to be \$ 25,000.

_____ Date	_____ Date
Witness	Chief Elected Official
	<u>Mark Wiggins, Chairman</u> (Type) Name and Title

_____ Date	_____ Date
Witness	County/City Administrator (whichever applies)
	<u>Jack R. Brown, County Administrator</u> (Type) Name and Title

Or

Date

Attest (Seal)

* 163.3164(7) of the Florida Statutes: "Development order" means any order granting, denying, or granting with conditions an application for a development permit. 163.3164(8) of the Florida Statutes: "Development permit" includes any building permit, zoning permit, subdivision approval, rezoning, certification, special exception, variance, or any other official action of local government having the effect of permitting the development of land.

CERTIFICATION

On behalf of Taylor County, I hereby certify that the information presented
(NAME OF LOCAL GOVERNMENT)
herein is true and accurate as of the date of submission.

_____	Date _____	_____	Date _____
Witness		Chief Elected Official or Designee	
_____	Date _____	Mark Wiggins, Chairman	Date _____
Witness		(Type) Name and Title	
Or			
_____	Date _____		
Attest (Seal)			

GENERAL INFORMATION

Name of Person to call regarding the **Annual Report** Form: Ria Ricks

Telephone Number: (850) 877-1908

Title: SHIP Annual Report

Report Status: Submitted

Taylor County FY 2007/2008

Form 1

SHIP Distribution Summary

Homeownership

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
2	Home Buyer Assistance	\$35,491.31	5				
3	Rehabilitation						
4	Demo/Reconstruction	\$327,095.00	5				

Homeownership Totals: \$362,586.31 10

Rentals

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units

Rental Totals:

Subtotals: \$362,586.31 10

Additional Use of Funds

Use	Expended	Encumbered	Unencumbered
Administrative	\$31,000.00		
Homeownership Counseling	\$3,900.00		
Admin From Program Income			
Admin From Disaster Funds			

Totals: \$397,486.31 10 \$0.00 \$0.00

Total Revenue (Actual and/or Anticipated) for Local SHIP Trust Fund

Source of Funds	Amount
State Annual Distribution	\$350,000.00
Program Income (Interest)	\$1,212.08
Program Income (Payments)	
Recaptured Funds	
Disaster Funds	
Other Funds	
Carryover funds from previous year	\$15,101.97
Total:	\$366,314.05

* Carry Forward to Next Year: -\$31,172.26

NOTE: This carry forward amount will only be accurate when all revenue amounts and all expended, encumbered and unencumbered amounts have been added to Form 1

Form 2

Rental Unit Information

Description	Eff.	1 Bed	2 Bed	3 Bed	4 Bed
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Recap of Funding Sources for Units Produced

Source of Funds Produced through June 30th for Units	Amount of Funds Expended to Date	% of Total Value
SHIP Funds Expended	\$362,586.31	100.00%
Public Moneys Expended		.00%
Private Funds Expended		.00%
Owner Contribution		.00%
Total Value of All Units	\$362,586.31	100.00%

SHIP Program Compliance Summary - Home Ownership/Construction/Rehab

Compliance Category	SHIP Funds	Trust Funds	% of Trust Fund	FL Statute Minimum %
Homeownership	\$362,586.31	\$350,000.00	103.60%	65%
Construction / Rehabilitation	\$336,995.00	\$350,000.00	96.28%	75%

Program Compliance - Income Set-Asides

Income Category	SHIP Funds Expended	SHIP Funds Encumbered	SHIP Funds Unencumbered	Total of SHIP Funds	Total Available Funds % *
Extremely Low	\$190,600.00	\$0.00	\$0.00	\$190,600.00	52.03%
Very Low	\$63,800.00	\$0.00	\$0.00	\$63,800.00	17.42%
Low	\$82,595.00	\$0.00	\$0.00	\$82,595.00	22.55%
Moderate	\$25,591.31		\$0.00	\$25,591.31	6.99%
Totals:	\$362,586.31	\$0.00	\$0.00	\$362,586.31	98.98%

Special Target Groups for Funds Expended (i.e. teachers, nurses, law enforcement, fire fighters, etc.) Set Aside

Description	Special Target Group	Expended Funds	Total # of Expended Units
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Project Funding for Expended Funds Only

Income Category	Total Funds Mortgages, Loans & DPL's	Mortgages, Loans & DPL Unit #s	Total Funds SHIP Grants	SHIP Grant Unit #s	Total SHIP Funds Expended	Total # Units
Extremely Low			\$190,600.00	3	\$190,600.00	3
Very Low			\$63,800.00	1	\$63,800.00	1
Low			\$82,595.00	2	\$82,595.00	2
Moderate			\$25,591.31	4	\$25,591.31	4
Totals:	\$0.00	0	\$362,586.31	10	\$362,586.31	10

Form 3

Number of Households/Units Produced

Description	List Unincorporated and Each Municipality	ELI	VLI	Low	Mod	Total
Home Buyer Assistance	Taylor County			1	4	5
Demolition/ Reconstruction	Taylor County	3	1	1	0	5
Rehabilitation	Taylor County					0
Totals:		3	1	2	4	10

Characteristics/Age (Head of Household)

Description	List Unincorporated and Each Municipality	0 - 25	26 - 40	41 - 61	62+	Total
Home Buyer Assistance	Taylor County	4		1		5
Demolition/ Reconstruction	Taylor County		1	1	3	5
Rehabilitation	Taylor County					0
Totals:		4	1	2	3	10

Family Size

Description	List Unincorporated and Each Municipality	1 Person	2-4 People	5+ People	Total
Home Buyer Assistance	Taylor County	2	3		5
Demolition/ Reconstruction	Taylor County	4	1		5
Rehabilitation	Taylor County				0
Totals:		6	4		10

Race (Head of Household)

Description	List Unincorporated and Each Municipality	White	Black	Hispanic	Asian	Amer-Indian	Other	Total
Home Buyer Assistance	Taylor County	5						5
Demolition/ Reconstruction	Taylor County	2	3					5
Rehabilitation	Taylor County							0
Totals:		7	3					10

Special Needs (Any Member of Household)

Description	List Unincorporated and Each Municipality	Farm Worker	Devel. Disabled	Home-less	Elderly	Special Needs	Special Needs	Total
Home Buyer Assistance	Taylor County							0
Demolition/ Reconstruction	Taylor County							0
Rehabilitation	Taylor County							0
Totals:								0

Form 4

Status of Incentive Strategies

Incentive Strategy:

Expedited Permitting strategy and Ongoing Review Strategy

Adopting Ordinance or Resolution Number or identify local policy:

Resolution dated April 6, 2009.

Implementation Schedule (Date):

April 6, 2009

Has the plan or strategy been implemented? If no, describe the steps that will be taken to implement the plan:

Yes.

Status of Strategy - (is the strategy functioning as intended, i.e. are the time frames being met, etc.):

The strategy is functioning as intended and time frames are being met.

Support Services

Homeownership Counseling - an 8 hour workshop, offered to those who are applying for Homebuyer Assistance. The workshop covers budgeting, home maintenance, credit reporting, the importance of using a home inspector when purchasing an existing home, using a realtor, finding a lender, the application process and closing.

Other Accomplishments

N/A

Availability for Public Inspection and Comments

Legal Ad ran in the local newspaper to inform the public that Taylor County's SHIP Annual Report is available for review by request from the Grants Office.

Default and Foreclosure

Mortgage Foreclosures

- A. Very low income households in foreclosure: 0
- B. Low income households in foreclosure: 0
- C. Moderate households in foreclosure: 0

Mortgage Defaults

- A. Very low income households in default: 0
- B. Low income households in default: 0
- C. Moderate households in default: 0

Welfare to Work Programs

N/A

Strategies and Production Costs

Strategy	Average Cost
Home Buyer Assistance	\$5,915.22
Demo/Reconstruction	\$65,419.00

Expended Funds

Total Unit Count: 10

Total Expended Amount: \$362,586.00

Strategy	Full Name	Address	City	Zip Code	Expended Funds	Unit Counted
Demo/Reconstruction	Mamie Aikens	676 North Myrtle Street	Perry	32347	\$63,800.00	<input type="checkbox"/>
Demo/Reconstruction	Glen Miller	1206 E. Green Street	Perry	32347	\$63,400.00	<input type="checkbox"/>
Demo/Reconstruction	Treva Walker	107 Belair Street	Perry	32347	\$63,400.00	<input type="checkbox"/>
Demo/Reconstruction	James, Maxine and Carl Smith	609 E. Granger Drive	Perry	32347	\$63,800.00	<input type="checkbox"/>
Demo/Reconstruction	LuCinda Sherouse	1119 S. Orange Street	Perry	32347	\$72,695.00	<input type="checkbox"/>
Home Buyer Assistance	Joshua Clark	3820 N. US Hwy 221	Perry	32347	\$6,900.00	<input type="checkbox"/>
Home Buyer Assistance	Charles Pitts	817 Cherry Street	Perry	32347	\$5,223.67	<input type="checkbox"/>
Home Buyer Assistance	Deborah Dorman	306 N. Orange Street	Perry	32347	\$6,900.00	<input type="checkbox"/>
Home Buyer Assistance	Kelli Pitts	60 Bradshaw Blvd.	Perry	32347	\$9,900.00	<input type="checkbox"/>
Home Buyer Assistance	Jessica and Andrew Williams	112 Woodgate Drive	Perry	32347	\$6,567.64	<input type="checkbox"/>

Administrative Expenditures

N/A

Sub Recipients and Consultants

Name	Business Type	Strategy Covered	Responsibility

Program Income

Program Income Funds	
Loan Repayment:	
Refinance:	
Foreclosure:	
Sale of Property:	
Interest Earned:	\$1,212.08
Other ():	
Total: \$1,212.08	

Explanation of Recaptured funds

Description	Amount
Total: \$0.00	

Taylor County 2007 Closeout

Title: SHIP Annual Report

Report Status: Submitted

Taylor County FY 2008/2009

Form 1

SHIP Distribution Summary

Homeownership

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
2	Home Buyer Assistance	\$36,600.00	4	\$21,000.00	3		
3	Rehabilitation	\$24,960.00	1	\$75,000.00	3		
4	Demo/Reconstruction	\$0.00	0	\$146,000.00	2		
Homeownership Totals:		\$61,560.00	5	\$242,000.00	8		

Rentals

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
Rental Totals:							

Subtotals: \$61,560.00 5 \$242,000.00 8

Additional Use of Funds

Use	Expended	Encumbered	Unencumbered
Administrative	\$31,000.00		
Homeownership Counseling	\$3,900.00		
Admin From Program Income			
Admin From Disaster Funds			

Totals: \$96,460.00 5 \$242,000.00 8 \$0.00

Total Revenue (Actual and/or Anticipated) for Local SHIP Trust Fund

Source of Funds	Amount
State Annual Distribution	\$350,000.00
Program Income (Interest)	\$1,212.08
Program Income (Payments)	
Recaptured Funds	\$5,520.00
Disaster Funds	
Other Funds	
Carryover funds from previous year	-\$31,172.26
Total:	\$325,559.82

* Carry Forward to Next Year: -\$12,900.18

NOTE: This carry forward amount will only be accurate when all revenue amounts and all expended, encumbered and unencumbered amounts have been added to Form 1

Form 2

Rental Unit Information

Description	Eff.	1 Bed	2 Bed	3 Bed	4 Bed
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Recap of Funding Sources for Units Produced

Source of Funds Produced through June 30th for Units	Amount of Funds Expended to Date	% of Total Value
SHIP Funds Expended	\$61,560.00	14.40%
Public Moneys Expended	\$0.00	.00%
Private Funds Expended	\$365,917.00	85.60%
Owner Contribution	\$0.00	.00%
Total Value of All Units	\$427,477.00	100.00%

SHIP Program Compliance Summary - Home Ownership/Construction/Rehab

Compliance Category	SHIP Funds	Trust Funds	% of Trust Fund	FL Statute Minimum %
Homeownership	\$303,560.00	\$355,520.00	85.38%	65%
Construction / Rehabilitation	\$266,760.00	\$355,520.00	75.03%	75%

Program Compliance - Income Set-Asides

Income Category	SHIP Funds Expended	SHIP Funds Encumbered	SHIP Funds Unencumbered	Total of SHIP Funds	Total Available Funds % *
Extremely Low	\$0.00	\$0.00	\$0.00	\$0.00	.00%
Very Low	\$34,860.00	\$171,000.00	\$0.00	\$205,860.00	63.23%
Low	\$19,800.00	\$25,000.00	\$0.00	\$44,800.00	13.76%
Moderate	\$6,900.00	\$46,000.00	\$0.00	\$52,900.00	16.25%
Totals:	\$61,560.00	\$242,000.00	\$0.00	\$303,560.00	93.24%

Special Target Groups for Funds Expended (i.e. teachers, nurses, law enforcement, fire fighters, etc.) Set Aside

Description	Special Target Group	Expended Funds	Total # of Expended Units
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Project Funding for Expended Funds Only

Income Category	Total Funds Mortgages, Loans & DPL's	Mortgages, Loans & DPL Unit #s	Total Funds SHIP Grants	SHIP Grant Unit #s	Total SHIP Funds Expended	Total # Units
Extremely Low					\$.00	0
Very Low			\$34,860.00	2	\$34,860.00	2
Low			\$19,800.00	2	\$19,800.00	2
Moderate			\$6,900.00	1	\$6,900.00	1
Totals:	\$.00	0	\$61,560.00	5	\$61,560.00	5

Form 3

Number of Households/Units Produced

Description	List Unincorporated and Each Municipality	ELI	VLI	Low	Mod	Total
Home Buyer Assistance	Taylor County		1	2	1	4
Demo/Reconstruction	Taylor County					0
Rehabilitation	Taylor County		1			1
Totals:			2	2	1	5

Characteristics/Age (Head of Household)

Description	List Unincorporated and Each Municipality	0 - 25	26 - 40	41 - 61	62+	Total
Home Buyer Assistance	Taylor County	3	1			4
Demo/Reconstruction	Taylor County					0
Rehabilitation	Taylor County			1		1
Totals:		3	1	1		5

Family Size

Description	List Unincorporated and Each Municipality	1 Person	2 - 4 People	5 + People	Total
Home Buyer Assistance	Taylor County	1	2	1	4
Demo/Reconstruction	Taylor County				0
Rehabilitation	Taylor County	1			1
Totals:		2	2	1	5

Race (Head of Household)

Description	List Unincorporated and Each Municipality	White	Black	Hisp- anic	Asian	Amer- Indian	Other	Total
Home Buyer Assistance	Taylor County	4						4
Demo/Reconstruction	Taylor County							0
Rehabilitation	Taylor County	1						1
Totals:		5						5

Special Needs (Any Member of Household)

Description	List Unincorporated and Each Municipality	Farm Worker	Devel. Dis- abled	Home- less	Elderly	Special Needs	Special Needs	Total
Home Buyer Assistance	Taylor County							0
Demo/Reconstruction	Taylor County							0
Rehabilitation	Taylor County							0
Totals:								0

Form 4

Incentive Strategy:

Adopting Ordinance or Resolution Number or identify local policy:

Implementation Schedule (Date):

Has the plan or strategy been implemented? If no, describe the steps that will be taken to implement the plan:

Status of Strategy - (is the strategy functioning as intended, i.e. are the time frames being met, etc.):

Expended Funds

\$61,560.00

Strategy	Full Name	Address	City	Zip Code	Expended Funds	Unit Counted
Home Buyer Assistance	Benjamin Reams	220 E. Roberts Aman Road	Perry	32347	\$9,900.00	<input type="checkbox"/>
Home Buyer Assistance	Bryan Tyler	1605 N. Calhoun Street	Perry	32347	\$6,900.00	<input type="checkbox"/>
Home Buyer Assistance	Haywood Kinsey	178 Sam Poppell Road	Perry	32347	\$9,900.00	<input type="checkbox"/>
Home Buyer Assistance	Joshua Walker	4350 Fortner Circle	Perry	32347	\$9,900.00	<input type="checkbox"/>
Rehabilitation	Shirley Blair	123 Walker Smith Road	Perry	32347	\$24,960.00	<input type="checkbox"/>

Taylor County 2008 Interim-1

Title: SHIP Annual Report

Report Status: Submitted

Taylor County FY 2009/2010

Form 1

SHIP Distribution Summary

Homeownership

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
2	Home Buyer Assistance	\$.00	0	\$.00	0	\$87,099.32	3
3	Rehabilitation	\$.00	0	\$.00	0	\$115,001.50	3
4	Demo/Rehabilitation	\$.00	0	\$.00	0	\$100,000.00	3
Homeownership Totals:		\$.00	0	\$.00	0	\$302,100.82	9

Rentals

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
Rental Totals:							
Subtotals:		\$.00	0	\$.00	0	\$302,100.82	9

Additional Use of Funds

Use	Expended	Encumbered	Unencumbered
Administrative			\$35,000.00
Homeownership Counseling			
Admin From Program Income			
Admin From Disaster Funds			

Totals:	\$.00	0	\$.00	0	\$337,100.82	9
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Total Revenue (Actual and/or Anticipated) for Local SHIP Trust Fund

Source of Funds	Amount
State Annual Distribution	\$350,000.00
Program Income (Interest)	\$1.00
Program Income (Payments)	
Recaptured Funds	
Disaster Funds	\$.00
FLHOP Disbursement	\$.00
Other Funds	
Carryover funds from previous year	-\$12,900.18
Total:	\$337,100.82

* Carry Forward to Next Year: \$.00

NOTE: This carry forward amount will only be accurate when all revenue amounts and all expended, encumbered and unencumbered amounts have been added to Form 1

Form 2

Rental Unit Information

Description	Eff.	1 Bed	2 Bed	3 Bed	4 Bed
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Recap of Funding Sources for Units Produced

Source of Funds Produced through June 30th for Units	Amount of Funds Expended to Date	% of Total Value
SHIP Funds Expended	\$.00	#Error
Public Moneys Expended		#Error
Private Funds Expended		#Error
Owner Contribution		#Error
Total Value of All Units	\$.00	#Error

SHIP Program Compliance Summary - Home Ownership/Construction/Rehab

Compliance Category	SHIP Funds	Trust Funds	% of Trust Fund	FL Statute Minimum %
Homeownership	\$227,500.00	\$350,000.00	65.00%	65%
Construction / Rehabilitation	\$262,500.00	\$350,000.00	75.00%	75%

Program Compliance - Income Set-Asides

Income Category	SHIP Funds Expended	SHIP Funds Encumbered	SHIP Funds Unencumbered	Total of SHIP Funds	Total Available Funds % *
Extremely Low				\$.00	.00%
Very Low			\$300,000.00	\$300,000.00	88.99%
Low			\$2,100.82	\$2,100.82	.62%
Moderate				\$.00	.00%
Over 120%-140%				\$.00	.00%
Over 140%				\$.00	.00%
Totals:	\$.00	\$.00	\$302,100.82	\$302,100.82	89.62%

Special Target Groups for Funds Expended (i.e. teachers, nurses, law enforcement, fire fighters, etc.) Set Aside

Description	Special Target Group	Expended Funds	Total # of Expended Units
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Project Funding for Expended Funds Only

Income Category	Total Funds Mortgages, Loans & DPL's	Mortgages, Loans & DPL Unit #s	Total Funds SHIP Grants	SHIP Grant Unit #s	Total SHIP Funds Expended	Total # Units
Extremely Low					\$.00	0
Very Low					\$.00	0
Low					\$.00	0
Moderate					\$.00	0
Over 120%-140%					\$.00	0
Over 140%					\$.00	0
Totals:	\$.00	0	\$.00	0	\$.00	0

Form 3

Number of Households/Units Produced

Description	List Unincorporated and Each Municipality	ELI	VLI	Low	Mod	Over 120%-140%	Over 140%	Total
Totals:								0

Characteristics/Age (Head of Household)

Description	List Unincorporated and Each Municipality	0 - 25	26 - 40	41 - 61	62+	Total
Totals:						0

Family Size

Description	List Unincorporated and Each Municipality	1 Person	2-4 People	5+ People	Total
Totals:					0

Race (Head of Household)

Description	List Unincorporated and Each Municipality	White	Black	Hisp- anic	Asian	Amer- Indian	Other	Total
Totals:								0

Special Needs (Any Member of Household)

Description	List Unincorporated and Each Municipality	Farm Worker	Devel. Dis- abled	Home- less	Elderly	Special Needs	Special Needs	Total
Totals:								0

Form 4

Incentive Strategy:

Adopting Ordinance or Resolution Number or identify local policy:

Implementation Schedule (Date):

Has the plan or strategy been implemented? If no, describe the steps that will be taken to implement the plan:

Status of Strategy - (is the strategy functioning as intended, i.e. are the time frames being met, etc.):

Expended Funds

Strategy	Full Name	Address	City	Zip Code	Expended Funds	Unit Counted
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Taylor County 2009 Interim-2

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to hold the first of two public hearings to discuss and receive public input for the upcoming Coastal Partnership Initiative Grant cycle.

MEETING DATE REQUESTED:

October 19, 2010

Statement of Issue: The County has been notified of the upcoming Coastal Partnership Initiative grant cycle and this is the first of two public hearings. The actual grant application will need to be approved at the second public hearing set for November 1, 2010 due to the grant timelines. Grant staff recommends submitting grant application for funding assistance for the construction of a picnic pavilion and coastal education kiosk at Keaton Beach Coastal Park.

Recommended Action: Approve submitting grant application to the CPI grant program and approve staff recommendation to submit application for funding assistance for the construction of a picnic pavilion and coastal education kiosk at Keaton Beach Coastal Park.

Fiscal Impact: The project would have a cost of approximately \$20,000. The County will be requesting a grant in the amount of \$10,000. The grant requires a match of \$10,000 and sufficient funding is currently set aside in the Keaton Beach Coastal Park budget to provide the match. Additional funding would not be required from the Board.

Budgeted Expense: Y/N

Submitted By:

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Coastal Partnership Initiative grant cycle is now open with the final deadline for submission of application being November 10, 2010. This program is funded through the National Oceanic & Atmospheric Administration (NOAA) with the funding being administered through the Florida

Coastal Management Program. The County did not submit application to the program last year (2010). The County did submit grant application in 2009 and was awarded funding for the Steinhatchee Pier project. Grants staff is recommending submitting application for funding assistance for construction of one of two picnic pavilions at Keaton Beach Coastal Park and a coastal education kiosk. If awarded the grant, funds will be available in July 2011.

Options: Not submit grant application for the 2011 funding cycle, or select another project as per the outcome of the public hearing.

Attachments: Coastal Partnership Initiative Grant Information

WORKING WATERFRONTS

The COASTAL PARTNERSHIP INITIATIVE's *Working Waterfronts* priority area is designed to assist communities in laying the groundwork to pursue designation under the WATERFRONTS FLORIDA PARTNERSHIP program administered by the Department of Community Affairs[†] (DCA).

Funds under *Working Waterfronts* may also be used to assist in waterfront revitalization of any community, whether it is pursuing designation by the WATERFRONTS FLORIDA PARTNERSHIP or not.

This priority area helps participating communities revitalize and promote interest in their waterfront districts. Projects proposed under *Working Waterfronts* might involve the following activities:

- Create a community redevelopment plan for water-dependent businesses
- Create an architectural vision for the waterfront district
- Construct a waterfronts informational kiosk or install way finders*
- Construct a boardwalk, trail or observation platform along the public waterfront*
- Implement a community initiative to plan for off-water locations for seafood processing facilities and new public waterfront access

[†]The DCA typically designates up to three communities every other year, and provides training, education and financial assistance to support the development and implementation of waterfront revitalization plans.

RESILIENT COMMUNITIES

Florida communities have an opportunity to receive funds to prepare for, and respond to, the effects of climate change and natural hazard events and disasters. *Resilient Communities* grant applications may incorporate elements of coastal management, resource restoration and preservation, emergency response and "smart" or "green" community development. To become resilient, communities can prepare to understand potential hazards and implement specific actions to reduce vulnerability to hurricanes, rising sea levels, flooding, climate change and other natural disasters.

For more information on planning for climate change, please see the University of Washington's *Preparing for Climate Change: A Guidebook for Local, Regional and State Governments*, available at <http://cses.washington.edu/cig/fpt/guidebook.shtml>. Climate and energy tools and case studies are available from EPA's Climate and Energy Program at <http://www.epa.gov/statelocalclimate/index.html>. Florida Atlantic University's Center for Urban & Environmental Solutions has prepared a Climate Change Toolbox on adaptation and mitigation strategies available at (<http://www.cues.fau.edu/toolbox/chapter.asp?chapterid=3>). Examples of projects under the *Resilient Communities* priority area:

- Conduct vulnerability analyses, risk assessments and climate change adaptation strategies
- Draft post-disaster redevelopment plans & business continuity plans
- Develop resiliency policies, guidance and best management practices
- Implement energy efficiency and alternative energy strategies
- Model coastal effects due to sea level rise and climate change

COASTAL RESOURCE STEWARDSHIP

The goal of this CPI priority area is to promote stewardship and appreciation of fragile coastal resources through local government involvement. One of the best ways to inspire conservation and responsible use of Florida's resources is through direct contact with the coastal environment.

The *Coastal Resource Stewardship* priority area supports small-scale, community-based projects that encompass a broad range of activities – volunteer monitoring, wetland restoration, and conducting educational field trips and waterfront cleanups. Suggested projects for the *Coastal Resource Stewardship* priority area include:

- Design/construct a coastal learning center or related education facility
- Promote "Florida Friendly Landscaping" by establishing demonstration yards* and conducting educational workshops
- Coordinate a community effort to remove invasive exotic plants, replant native vegetation*, and build awareness on the threat of non-native species
- Develop and implement programs that promote sustainable stewardship of coastal ecosystems, e.g., beach and dune systems, coastal waterways and wildlife habitat
- Conduct a cultural resource survey to promote the understanding and importance of historical resources in coastal communities
- Organize volunteer activities to clean up shorelines and wetlands
- Construct a bird observation tower in a coastal preserve*

ACCESS TO COASTAL RESOURCES

Access to cultural, historical and natural areas is essential to the public's enjoyment and understanding of coastal and marine resources; at the same time, these fragile ecosystems should be protected from overuse and environmental damage. The *Access to Coastal Resources* priority area encourages communities to accommodate public access needs while protecting coastal environments. Projects funded under *Access to Coastal Resources* typically involve planning activities and small capital improvement projects that enhance public access. Projects must be constructed on publicly-owned land or on property that is leased in perpetuity for the public's use, as verified by evidence of title. The following are examples of activities that could qualify for CPI funding:

- Plan and construct coastal access facilities, e.g., boardwalks, riverwalks, dune crossovers; fishing piers and overlook or observation structures; and canoe/kayak/sailboat launches*
- Acquire land that will be open to public and provides access to coastal resources*
- Restore natural shorelines and beach and dune systems affected by unmanaged and uncontrolled public use*
- Install amenities on coastal public parks – information kiosks, picnic tables, bike racks, benches, signage, lighting*
- Develop recreational surface water use plans or policies under Section 163.3177(6)(g)2, Florida Statutes (2006)

☆ Construction projects, invasive exotic plant removal, habitat restoration and projects located on undeveloped barrier islands are subject to additional review and approval by NOAA and/or the U.S. Fish & Wildlife Service. Please note:

- Non-profit groups are not eligible to receive FCMP funds for construction activities
- Shoreline hardening projects are not eligible for FCMP funds
- Infrastructure projects must have a clear coastal management component
- Projects must be small-scale in scope

Financial assistance for this publication is provided by a grant from the National Oceanic & Atmospheric Administration's Office of Ocean & Coastal Resource Management awarded under the Coastal Zone Management Act, 1972, as amended.

 Printed on recycled paper

HOW TO APPLY

The Florida Coastal Management Program (FCMP) will publish a Notice of Availability of Funds in the *Florida Administrative Weekly* (FAW) before October 1, 2010, to solicit grant applications for COASTAL PARTNERSHIP INITIATIVE (CPI) projects to be funded in FY 2011-12. The Notice will also be posted on the FCMP website (see cover page) and mailed to eligible communities and other potential applicants. [Please contact the FCMP to be added to the CPI mailing list – see contact information below.] CPI applicants may submit **one** application for funding per grant cycle, i.e., one application per county, municipality, non-profit organization, or other eligible entity.

RULE 62S-4 & CPI APPLICATION FORM

Rule 62S-4, Florida Administrative Code (FAC), governs all aspects of the COASTAL PARTNERSHIP INITIATIVE. The CPI Application Form is incorporated in Rule 62S-4, FAC – it includes all sections to be completed and indicates the maximum possible points for each section. Please note that non-profit organizations are not eligible to receive FCMP funds for land acquisition, construction, habitat restoration or invasive exotic species removal, but may partner with a local government to conduct such projects.

CPI FUNDING AMOUNTS

Applicants may request:

- Up to \$30,000 for planning, design and coordination projects.
- Up to \$60,000 for construction projects – construction activities include invasive exotic species removal and habitat restoration activities (dune and natural shoreline restoration, and oyster reef and seagrass restoration projects).
- \$10,000 is the minimum amount of funds that may be requested. Recipients are required to provide 100% (1:1) cash or in-kind matching funds in the form of supplies and services that directly benefit the specific grant project. Federal funds may not be used as match.

TIMELINE

CPI applications are due 60 days after the Notice of Availability of Funds is published in the *FAW*. The grant cycle for funded CPI projects will be July 1, 2011 through June 30, 2012. In April or May 2011, the FCMP will publish the list of selected projects included in its annual application to NOAA. NOAA's final decision on the FCMP's application is expected in late June or early July 2011.

For more information, or to request a copy of the Notice of Availability of Funds, Rule 62S-4 or the CPI Application Form, please contact Dornecia Allen at (850) 245-2161, send an email to Dornecia.Allen@dep.state.fl.us or visit our website at <http://www.dep.state.fl.us/cmp/grants/>.

NEW! 2010 REVISIONS TO CPI GRANT APPLICATION

Please note: The Florida Coastal Management Program revised Rule 62S-4, FAC, in 2010 to streamline and improve grant submittal and review processes. The CPI Application Form has also been revised; **please be sure to use the revised CPI Application Form**, available on the grants webpage at <http://www.dep.state.fl.us/cmp/grants>.

IMPORTANT CHANGES TO CPI APPLICATION & REVIEW PROCEDURES

- \$30,000 is maximum that may be requested for planning, design and coordination activities.
- \$60,000 is maximum that may be requested for construction activities, including habitat restoration, invasive exotic plant removal or land acquisition. These proposals may not include any planning components.
- \$10,000 is the minimum amount that may be requested for planning and construction-related applications.
- Applicants must submit one original, signed application, four copies of the application, and one copy of the application copy on a CD or DVD.
- Evaluation Criteria and maximum points for each criterion have been revised.
- Applications may address more than one priority area.
- National Estuarine Research Reserves are no longer eligible to submit grant applications under the Coastal Partnership Initiative, but may submit a request for funding as a state agency. Please see Rule 62S-5, FAC, or call FCMP staff for more information.
- National Estuary Programs are required to partner with an eligible local government on CPI applications.

Please call the FCMP Grant section (850-245-2161) with questions regarding changes to the CPI grant application form or grant Rule 62S-4, FAC.

COASTAL PARTNERSHIP INITIATIVE *Grant Opportunity*

2011 – 2012

Sustaining Florida's Coastal Communities

The Florida Coastal Management Program's COASTAL PARTNERSHIP INITIATIVE grant opportunity was developed to promote the protection and effective management of Florida's coastal resources. The COASTAL PARTNERSHIP INITIATIVE makes federal funds from the National Oceanic and Atmospheric Administration available to local governments of the 35 coastal counties and all municipalities within their boundaries that are required to include a coastal element in the local comprehensive plan. Florida public colleges and universities, regional planning councils, national estuary programs and nonprofit groups may also apply if an eligible local government agrees to participate as a partner.

This brochure provides an overview of the COASTAL PARTNERSHIP INITIATIVE, describes each priority area, and summarizes the grant application process.



<http://www.dep.state.fl.us/cmp/grants/>

COASTAL PARTNERSHIP INITIATIVE, REQUEST FOR
APPLICATIONS FY 2011-2012

The Florida Coastal Management Program (FCMP) announces the availability of federal grant funds for innovative coastal projects under its COASTAL PARTNERSHIP INITIATIVE (CPI) for fiscal year 2011-2012. Eligible applicants include local governments within the 35 coastal counties that are required to include a coastal element in their local comprehensive plans. Florida public colleges and universities, regional planning councils, national estuary programs and nonprofit groups may also apply for CPI funds, as long as an eligible local government is a partner in the project. Applications must be submitted on the revised CPI APPLICATION FORM, available from the FCMP website at: <http://www.dep.state.fl.us/cmp/grants/index.htm>. Applications must be received no later than 4:00 p.m. (EDT), November 10, 2010, and should be mailed to:

Florida Coastal Management Program
ATTN: CPI Applications
Department of Environmental Protection
3900 Commonwealth Blvd., MS #47
Tallahassee, FL, 32399-3000.

Electronic and faxed applications will not be accepted. Selected projects will be included in the FCMP application to the National Oceanic & Atmospheric Administration (NOAA) for Fiscal Year 2011-12, which begins July 1, 2011, and ends June 30, 2012.

The purpose of the COASTAL PARTNERSHIP INITIATIVE is to promote the protection and effective management of Florida's coastal resources in four priority areas: RESILIENT COMMUNITIES, COASTAL RESOURCE STEWARDSHIP, ACCESS TO COASTAL RESOURCES and WORKING WATERFRONTS. These priority areas are described in Chapter 62S-4, F.A.C., along with other information about the CPI grant program, including the CPI Application Form, submittal requirements, and the criteria by which applications will be scored and ranked. The CPI Application Form and Chapter 62S-4, F.A.C., are available from the FCMP grants website at: <http://www.dep.state.fl.us/cmp/grants/index.htm>. Please note the following important details regarding the CPI grant process for FY 2011-2012:

1. Applicants must submit one originally signed application, four (4) copies of the application, and one copy of the application on CD or DVD.
2. Financial assistance is available as reimbursement grants, specifically:
 - a. No more than \$60,000 and no less than \$10,000 for construction projects, habitat restoration, invasive exotic plant removal, and land acquisition; and
 - b. No more than \$30,000 and no less than \$10,000 for planning, design and coordination activities.
3. Recipients are required to provide 100 percent matching contributions (cash or in-kind) in the form of goods and services that directly benefit the specific grant project. No more than one-half (50%) of match can be provided by a third party.
4. There are additional requirements for applications involving construction, invasive exotic plant removal, habitat restoration, and land acquisition, including:
 - a. Applicants proposing construction, invasive exotic plant removal and habitat restoration must conduct a preliminary consultation with appropriate local, state, and federal regulatory agencies. A summary of the consultation must be included in the CPI application, or the application will be considered incomplete and will not be processed.
 - b. Non-profit organizations (NPO) are not eligible to receive FCMP funds for construction, invasive exotic plant removal, habitat restoration or land acquisition. Applications submitted by NPOs that propose these activities will be disqualified.
 - c. Shoreline hardening projects are not eligible for FCMP funds.
 - d. Projects must be small-scale in scope.
 - e. Infrastructure projects should have a clear coastal management component.
 - f. Construction and land acquisition activities occurring in designated Coastal Barrier Resource Act units are subject to additional review and approval by NOAA and/or the U.S. Fish & Wildlife Service.

For questions or to request a copy of Chapter 62S-4, F.A.C., or the CPI Application Form, please contact: Ms. Dornecia Allen at the Florida Coastal Management Program, 3900 Commonwealth Blvd., MS #47, Tallahassee, FL 32399-3000, (850)245-2161, email: Dornecia.Allen@dep.state.fl.us.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to hold the first of two public hearings to discuss and receive public input for the upcoming funding cycle of the Florida Department of Community Affairs Community Development Block Grant (CDBG).

MEETING DATE REQUESTED:

October 19, 2010

Statement of Issue: The County is considering the submission of grant application to the CDBG program the upcoming funding cycle for funding assistance for the County housing rehabilitation program.

Recommended Action: Approval to submit grant application to the CDBG program for housing rehabilitation funding assistance.

Fiscal Impact: If approved, the County will be submitting grant application in the amount of \$750,000. The County will provide a match in the amount of \$125,000 in which existing SHIP program funds will be used. This will not have a negative impact on the County SHIP program. No additional funding will be required from the County.

Budgeted Expense: Y/N

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Florida Department of Community Affairs Community Development Block Grant funding cycle will be open in late November 2010. The County is eligible to submit grant application for funding assistance for the housing rehabilitation, neighbor revitalization, commercial revitalization, and/or economic development and job creations programs. Grants staff and Meridian Community Services Group who assists the County in administering the SHIP Program recommends submitting application to the housing rehabilitation program. The

**County has not submitted grant application to the CDBG
program since 2000.**

Attachments: CDBG Workshop Flyer

TAYLOR COUNTY
FFY 2009 - 2010 Community Development Block Grant
WORKSHOP
CURRENT COMMUNITY WIDE NEEDS SCORE 67.66

WORKSHOP – DISCUSSION OF PROPOSED CDBG APPLICATION, processes and procedures.

- Two public hearings are required to ensure the public can voice opinions on the proposed application;
- The first hearing is held to outline the type of grants that are possible; the second hearing is held to review the draft application before it is submitted to DCA.

CDBG Program Objectives

- Benefit low and moderate income persons (a minimum of 51%)
- Aid in the prevention or elimination of slums or blight
- Other community development needs

Regular Categories And Activities

A local government may have only one of these grants open at any given time. There is a set deadline each year, usually in the spring. This year the application will be due in November.

- **Housing Rehabilitation** – Assists low and moderate income residents with physical improvements that address code, safety and other rehabilitation items. In some cases, severely deteriorated structures may be demolished and replaced.
- **Neighborhood Revitalization** – Assists communities with infrastructure improvements, such as paving, fire protection, drinking water, sewer, flood and drainage, handicap accessibility in public facilities, and other similar activities. It is required that no less than 51% of the residents who benefit from these activities be low to moderate income.
- **Commercial Revitalization** – Provides funds to address improvements to downtown or commercial districts, including water, sewer, sidewalks, parking, building facades, etc.

Economic Development Category

A local government can open one new economic development grant every year and there is *no limit to the number of these grants that can be open* at any given time, provided all grants are on schedule. A local government may apply for an economic development grant even if it has an open housing, neighborhood, or commercial grant, provided that grant is on schedule. There is no deadline – funds are awarded on a first come/first serve basis.

These funds are used to build infrastructure necessary to attract new businesses or retain expanding businesses. *Job creation is required*, and at least 51% of the jobs created must be available to low to moderate income persons. (Low to moderate income jobs are defined as positions requiring no more than a high school diploma. If additional training is required, the company must provide this training at no cost to the employee.)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



The Board to consider approval of lease agreement with Doctor's Memorial Hospital Incorporated for the Excelart Vantage AGV High Field Magnetic Resonance Imaging (MRI) System as agendaed by the County Administrator, Jack R. Brown

MEETING DATE REQUESTED:

October 19, 2010

Statement of Issue:

The Board to consider approval of lease agreement with Doctor's Memorial Hospital Incorporated for the Excelart Vantage AGV High Field Magnetic Resonance Imaging (MRI) System as agendaed by the County Administrator, Jack R. Brown

Recommended Action: Approve the Lease

Fiscal Impact: N/A

Budgeted Item: N/A

Submitted By: Jack R. Brown, County Administrator

Contact: (850) 838-3500, Ext. 7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County was directed by the Bond Counsel that in order to protect the County's investment of bond funds used to purchase the equipment that the equipment should be leased to Doctor's Memorial Hospital rather than merely being turned over to DMH in order to clearly demonstrate that the equipment belongs to the Board of County Commissioners.

Options: Approve/Deny

Attachments: 1) Copy of the Draft Lease as prepared by the County Administrator

APLIO MX CARDIOLOGY ULTRASOUND IMAGING SYSTEM

EQUIPMENT LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") made and entered into this _____ day of _____, 2010, by and between the **TAYLOR COUNTY, FLORIDA, a Florida political subdivision** with its address being a 201 E. Green Street, Perry, Florida 32347 (hereinafter referred to as Lessor) and **DOCTORS' MEMORIAL HOSPITAL INC., a Florida Not-for-Profit Corporation** with its address being 333 N. Byron Butler Pkwy, Perry, Florida 32347 (hereinafter referred to as "Lessee").

WHEREAS Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, certain tangible property.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows:

Lease. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the following described equipment (Equipment) purchased from Toshiba America Medical Systems, Inc.: 1 each APILO™ MX CARDIOLOGY ULTRASOUND IMAGING SYSTEM consisting of: 1 BASIC DICOM: PRINT, STORE AND VERIFY, 1 MULTIFRAME ADVANCED DICOM, 1 CONTINUOUS WAVE KIT, 1 ECG REFERENCE SIGNAL UNIT, 1 IMAGE MAKER PRO, 1 NON-IMAGING CONTINUOUS WAVE TRANSDUCER, 1 MULTI-FREQUENCY LINEAR TRANSDUCER, 1 MULTI-FREQUENCY LINER TRANSDUCER, SMALL PARTS, 1 MUTI-FREQUENCY SECTOR TRANSDUCER, CARDIAC, 1 MUTI-FREQUENCY CONVEX TRANSDUCER, 1 MULTI-FREQUENCY MICRO-CONVEX TRANSDUCER, 1 INTEGRATED STRESS ECHO MODULE, 1 BOX, ECG, ATTENUATOR, BLACK BOX, 1 CABLE, RCA, 20', 1 MICRO PURE IMAGING KIT, ONE PRECISION IMAGING FOR APLIO MX & APLIO XG, 1 ELASTOGRAPHY SOFTWARE, 1 IP BOARD KIT, 1 SONY DIGITAL GRAYSCALE PRINTER ,AND 10 CME SONOBUCKS .

Term. The term of this Lease shall commence on the ____ day of _____, 20__ and shall remain in effect for a period of 5 years commencing upon the date of execution of the Agreement by both parties.

Termination. The Board of County Commissioners may terminate this Agreement by giving sixty (60) days notice to the other party.

Rent and Deposit. The annual rent for the Equipment is \$10 dollars per year, to begin on the 15th day of July, 2010 and on the same day of each succeeding year throughout the term hereof. Payment shall be sent to Lessor at 108 N. Jefferson St, Perry, Florida, 32347.

Use. Lessee shall use the Equipment in a safe and appropriate manner and shall comply with and conform to all national, state, municipal, and other laws, ordinances and regulations in any way relating to the possession, use or maintenance of the Equipment.

LESSOR DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Repairs. Lessee, at its own cost and expense, shall keep the Equipment in good repair, condition and working order and shall furnish any and all parts, mechanisms and devices required to keep the Equipment in good mechanical working order.

Loss and Damage. Lessee hereby assumes and shall bear the entire risk of loss and damage to the Equipment from any and every cause whatsoever. No loss or damage to the Equipment or any part thereof shall impair any obligation of Lessee under this Lease.

In the event of loss or damage of any kind whatever to the Equipment, Lessee shall, at Lessor's option:

Place the same in good repair, condition and working order; or

Replace the same with like equipment in good repair, condition and working order; or

Pay to Lessor the replacement cost of the Equipment.

Surrender. Upon the expiration or earlier termination of this Lease, Lessee shall return the Equipment to Lessor in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof excepted.

Insurance. Lessee shall procure and continuously maintain and pay for all risk insurance against loss of and damage to the Equipment for not less than the full replacement value of the Equipment, naming Lessor as loss payee, and liability and property damage insurance with limits as approved by Lessor,

naming Lessor as additionally named insured and a loss payee. The insurance shall be in such form and with such company or companies as shall be reasonably acceptable to Lessor. Lessee shall provide Lessor with an original policy or certificate evidencing such insurance.

Encumbrances. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances. Lessee shall report, pay and discharge when due all license and registration fees arising out of receipts from use or operation of the Equipment, together with any penalties or interest thereon, imposed by any state, federal or local government or any agency, or department thereof, whether or not the same shall be assessed against or in the name of Lessor or Lessee.

Indemnity. Lessee shall indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney's fees and costs, arising out of, connected with, or resulting from Lessee's use of the Equipment, including without limitation the manufacture, selection, delivery, possession, use, operation, or return of the Equipment.

Default. If Lessee fails to pay any rent or other amount herein provided within thirty (30) days after the same is due and payable, or if Lessee fails to observe, keep or perform any other provision of this Lease required to be observed, kept or performed by Lessee, Lessor shall have the right to exercise any one or more of the following remedies:

To declare the entire amount of rent hereunder immediately due and payable without notice or demand to Lessee.

To sue for and recover all rents, and other payments, then accrued or thereafter accruing.

To take possession of the Equipment, without demand or notice, wherever same may be located, without any court order or other process of law. Lessee hereby waives any and all damages occasioned by such taking of possession.

To terminate this Lease.

To pursue any other remedy at law or in equity.

Notwithstanding any repossession or any other action which Lessor may take, Lessee shall be and remain liable for the full performance of all obligations on the part of the Lessee to be performed under this Lease. All of Lessor's remedies are cumulative, and may be exercised concurrently or separately.

Bankruptcy. Neither this Lease nor any interest therein is assignable or transferable by operation of law. If any proceeding under the Bankruptcy Act, as amended, is commenced by or against the Lessee, or if the Lessee is adjudged insolvent, or if Lessee makes any assignment for the benefit of his creditors, or if a writ of attachment or execution is levied on the Equipment and is not released or satisfied within ten (10) days thereafter, or if a receiver is appointed in any proceeding or action to which the Lessee is a party with authority to take possession or control of the Equipment, Lessor shall have and may exercise the option to, without notice, immediately terminate the Lease. The Lease shall not be treated as an asset of Lessee after the exercise of said option.

Ownership. The Equipment is, and shall at all times be and remain, the sole and exclusive property of Lessor; and the Lessee shall have no right, title or interest therein or thereto except as expressly set forth in this Lease.

Entire Agreement. This instrument constitutes the entire agreement between the parties on the subject matter hereof and it shall not be amended, altered or changed except by a further writing signed by the parties hereto. If any part of this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining parts of this Agreement shall not be affected thereby and shall remain in full force and effect to the fullest extent permissible by law.

Notices. Service of all notices under this Agreement shall be sufficient if given personally or by certified mail, return receipt requested, postage prepaid, at the address hereinafter set forth, or to such address as such party may provide in writing from time to time.

If to Lessor: County Administrator, Taylor County, 201 E. Green St., Perry, Florida 32347

If to Lessee: Chief Executive Officer, Doctors' Memorial Hospital, Inc., 333 N. Byron Butler Pkwy, Perry, Florida 32347

Assignment. Lessee shall not assign this Lease or its interest in the Equipment.

Governing Law. This Agreement shall be governed by and construed under the laws of the State of Florida without choice of law rules. The venue for any action, lawsuit or proceeding arising out of or relating to this Agreement shall be in Taylor County, Florida.

Headings. Headings used in this Lease are provided for convenience only and shall not be used to construe meaning or intent.

IN WITNESS WHEREOF, the parties hereto have hereunto set their respective hands and seals, as of the date hereinabout first set forth or as otherwise provided herein.

LESSOR:

Signed, sealed and delivered
in the presence of:

TAYLOR COUNTY, FLORIDA
a Florida political
subdivision

Witness
Print Name: _____

_____(SEAL)
By: _____
As: _____

Witness
Print Name: _____

STATE OF FLORIDA
COUNTY OF TAYLOR,

The foregoing instrument was acknowledged before me on this _____ day of _____, 2009, by _____, **As** _____ **of TAYLOR COUNTY, FLORIDA, a Florida political subdivision,** who personally appeared before me at the time of notarization.

NOTARY:

(SEAL)

[] personally know to me
[] produced _____
As identification

LESSEE:

Signed, sealed and delivered
in the presence of:

**Doctors' Memorial Hospital
Inc., a Florida Not-for-Profit
Corporation**

(SEAL)

Witness
Print Name: _____

By: _____
As: _____

Witness
Print Name: _____

STATE OF FLORIDA
COUNTY OF TAYLOR,

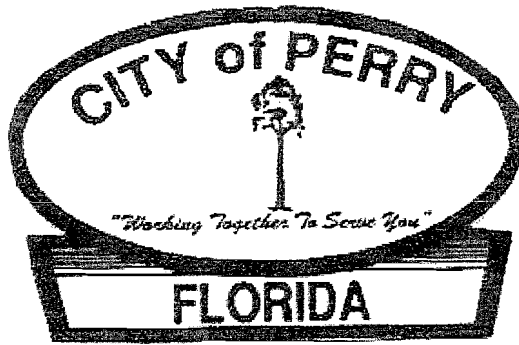
The foregoing instrument was acknowledged before me on this
_____ day of _____, 2009, by
_____, As _____ of **DOCTORS'
MEMORIAL HOSPITAL INC., a Florida Not-for-Profit Corporation,**
who personally appeared before me at the time of notarization.

NOTARY:

(SEAL)

[] personally know to me
[] produced _____
As identification

Jrb/10/19/2010



12

224 South Jefferson Street, Perry, FL. 32347-3235

850-584-7161

Mr. Jack Brown, County Administrator
Taylor County Governmental Annex
201 East Green Street
Perry, FL 32347

September 29, 2010

VIA CERTIFIED U.S. MAIL

Dear Jack,

Please accept this as official notification per Florida Statute 163.361 of a City proposal to modify the existing boundaries of the City's Community Redevelopment District (CRD).

The City proposes to enlarge the CRD boundary only by including 3 parcels (see enclosed map), parcel numbers 24-04-07-03595-000 (GA/FL Railnet) and 2 City owned parcels, 24-04-07-03632-000 and 24-04-07-03598-000. The two City owned properties are tax exempt and according to the County tax assessor the way taxes are paid on railroad property, taxes or who received them would not be effected in any way on the railroad owned property. Due to this, the inclusion of these 3 parcels in the CRD would have no impact on the County's tax revenue, or any other negative impact upon the County.

We hope to add these parcels to the CRD so that CRD incentives we are developing can be offered on especially parcel 03598-000 for new development in the CRD and downtown area.

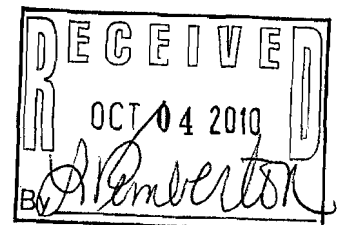
The City plans to have the required advertised public hearing on the proposal at its regular City Council meeting on Tuesday, October 26, 2010.

The Statute allows the County 30 days to challenge the proposal due to "competing policy goals and plans for the public funds the county would be required to deposit to the community redevelopment trust fund under the proposed modification to the community redevelopment plan." Since the proposal would require no funds from the County, we hope that the County will send a no challenge response to us in less than 30 days so that we may move forward with the proposal.

Please let me know if you have any questions.

Sincerely,

Bob Brown
City Manager



PROPOSED CRA EXPANSION

New areas in yellow



TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



RICK BREER, TCDA, TO APPEAR TO REQUEST
BOCC AUTHORIZE PAYMENT OF PROJECT
ENERGY INDEPENDENCE PAYMENT OF
\$51,750 FROM ECONOMIC DEVELOPMENT
ACCOUNT # 59914.

MEETING DATE REQUESTED:

10-19-10

Statement of Issue: WILL BOCC AUTHORIZE \$51,750 PYMT

Recommended Action: TCDA BD RECOMMENDS AUTHORIZATION.

Fiscal Impact: \$51,750, ALREADY BUDGETED

Budgeted Expense: YIN

Submitted By: RICK BREER, TCDA

Contact: 584-5627 ~~tcda~~@gtcom.net

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments:

TCDA Memo

To: County Commissioners
From: Rick Breer
CC: County Attorney, County Administrator
Date: October 12, 2010
Re: Project Energy Independence community match for 2011

The TCDA Board of Directors, at their last Board meeting in September, voted to approach the Board of County Commissioners (BOCC) with the recommendation for the BOCC to authorize payment of the Buckeye Project Energy Independence 2011 community match payment of \$51,750 from economic development account # 59914. This payment is due in March, 2011. If authorized, the encumbered \$51,750 in the TCDA's 2010-2011 budget would become unencumbered and could be applied in this year's TCDA budget to maintain and enhance the momentum we have all worked so hard to generate.

If authorized, the TCDA Board of Directors, during the current fiscal year, would have additional resources to apply to consultants, marketing, education and the continued implementation of the strategic economic development plan. I have attached the 2010-2011 budget adopted by the TCDA Board in September.

Thank you for all of your assistance. If there is anything additional you would like from me on this subject, I am at your disposal. You can reach me at 584-5627. Thanks.

8:50 AM

10/13/10

Accrual Basis

Taylor County Development Authority
Profit & Loss Budget Overview
 October 2010 through September 2011

	Oct '10 - Sep 11
Postage and Delivery	
FedEx Account	180.00
Postage and Delivery - Other	300.00
Total Postage and Delivery	480.00
Printing and Reproduction	1,500.00
Publications/Advertising	
Subscriptions	250.00
Publications/Advertising - Other	500.00
Total Publications/Advertising	750.00
Staff	
Education	4,000.00
Lodging	1,500.00
Meals	750.00
Mileage	3,000.00
Travel	2,500.00
Total Staff	11,750.00
Utilities	
Gas and Electric	1,300.00
Water	1,300.00
Total Utilities	2,600.00
Total Operating Expenditures	35,595.00
Payroll Expenses	
Company FICA	3,550.00
Company Medicare	850.00
Employee Salary (net)	57,220.00
Total Payroll Expenses	61,620.00
Professional Fees	
Accounting	3,500.00
Consulting	8,000.00
Legal Fees	3,000.00
Total Professional Fees	14,500.00
Projects	
Carlton Cemetery Road site	3,000.00
Strategic ED Plan	
Community summit	3,000.00
Community Summit video	20,000.00
Strategic ED Plan - Other	3,000.00
Total Strategic ED Plan	26,000.00
Total Projects	29,000.00
Property Management	
Building Repairs	900.00
Maintenance, Bldg & Grounds	1,500.00
Sales Tax	1,092.00
Total Property Management	3,492.00
State Board of Administration E	
Monthly Admin fee	12.00
Total State Board of Administration E	12.00
Total Expense	163,662.00
Net Ordinary Income	0.00
Net Income	0.00

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to consider approval of Master DRI Agreement between Taylor County, Foley, and the North Central Florida Regional Planning Council (NCFRPC) guiding development approval protocol for the Planning Areas adopted as part of the Evaluation & Appraisal Report (EAR) based amendments.

MEETING DATE REQUESTED:

October 19, 2010

Statement of Issue: Board to consider approval of the Master DRI Agreement for development of the Planning Areas on the Future Land Use Map (FLUM).

Recommendation: Consider for approval

Fiscal Impact: Unknown

Budgeted Expense: Yes ☐ No ☐ N/A ☒

Submitted By: Danny Griner

Contact: building.director@taylorcountygov.com

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Master DRI Agreement is the result of potential development resulting from the inclusion of the Planning Areas on the FLUM as part of the EAR based amendments and the requirement that those developments be processed as a Development of Regional Impact (DRI). Developments of Regional Impact receive a higher degree of scrutiny and review from the Regional Planning Council and state agencies than a standard development, due to the potential impacts to surrounding counties and municipalities. The Master DRI Agreement is the first step in the ability to develop the Planning Areas on the FLUM. Subsequent to the signing of the agreement by all parties, the next step will be submittal of an Application for Master Development Approval (AMDA). The development of the Planning Areas will require processing of an Application for Individual Development Approval (AIDA) for each of the Planning Areas as they are developed.

- Options:**
1. Approve the Master DRI Agreement.
 2. Deny the Master DRI Agreement.

- Attachments:**
1. Copy of the Agreement.
 2. CD containing the agreement & exhibits.

MASTER DRI AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 2010, by and between FOLEY TIMBER AND LAND COMPANY, a Delaware limited partnership, (“**FOLEY**”), NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL (“**NCFRPC**”), and TAYLOR COUNTY, a political subdivision of the State of Florida.

WHEREAS, the Taylor County Vision 2060 Plan was adopted by TAYLOR COUNTY and included in it’s local comprehensive plan in September, 2008;

WHEREAS, TAYLOR COUNTY intends to promote sound economic development and sustainable development patterns by adopting amendments to its comprehensive plan that will implement its 2060 Vision Plan;

WHEREAS, amendments to implement Vision 2060 are included in plan amendments that will implement Taylor County’s Evaluation and Appraisal Report and which have been found in compliance with state requirements by the Florida Department of Community Affairs in August, 2010;

WHEREAS, FOLEY desires to assist TAYLOR COUNTY in implementing it’s Vision Plan and local comprehensive plan by creating a master plan for its Taylor County property;

WHEREAS, the property that is subject to this Agreement is described in Exhibit “A” attached to and made part of this Agreement;

WHEREAS, development proposed by FOLEY is required to undergo Development of Regional Impact (“**DRI**”) review in accordance with the requirements of Chapter 380.06, F.S.;

WHEREAS, Section 380.06(21)(b), F.S., provides that if a proposed development is planned for development over an extended period of time, the developer may file an application for master development approval (“**AMDA**”) of the project and agree to present subsequent increments of the development for preconstruction review pursuant to applications for incremental development approval (“**AIDA**”). FOLEY’s proposes development for its property through the year 2035;

WHEREAS, the proposed total development program at buildout in year 2035 is 25,673 residential units, approximately 3,100,000 square feet of retail and office development, 650,000 square feet of industrial use, 528 acres of educational/institutional uses, 900 hotel rooms and medical facility(s) (600 beds) (“**DEVELOPMENT PROGRAM**”), which shall be further described in the AMDA and Master DRI Development Orders in accordance with Chapter 28-24, F.A.C.;

WHEREAS, Section 280.06(21)(b), F.S. provides that in order to proceed with an AMDA, an applicant must enter into a formal agreement (“**Agreement**”); and

WHEREAS, Rule 9J-2.028, F.A.C. provides that this Agreement shall be entered into by the developer, the regional planning council and the local government having jurisdiction over the proposed project, and TAYLOR COUNTY is the local government that has jurisdiction over the project.

NOW THEREFORE, in consideration of the foregoing premises and of the following covenants, conditions and promises, the parties hereto agree as follows:

1. The recitals set forth above are true and correct and are incorporated herein and made a part hereof.

2. The parties through the signatories to this Agreement represent they have full authority to enter into and execute this Agreement.

3. The purposes of this Agreement are to define the geographic area subject to review pursuant to Section 380.06, F.S. and to identify the regional issues to be addressed, the DRI application questions to be answered, the type of responses required, and whether the responses will be provided in the AMDA or AIDA.

4. Prior to TAYLOR COUNTY adopting an AMDA development order, FOLEY, NCFRPC, and TAYLOR COUNTY will review the drafts of the development order to ensure anticipated regional and local impacts have been adequately addressed and informational requirements for subsequent incremental application review are clearly defined.

5. The AMDA development order will identify those issues, if any, that can result in the denial of an AIDA to the extent they are known at the time of the issuance of the AMDA development order.

6. The scope of review for AMDA and AIDA applications is set forth in Exhibit "B" attached and made part of this Agreement.

7. For purposes of reviewing transportation impacts, AMDA and AIDA applications and review of these applications shall comply with the transportation methodology and review process described in Exhibit "C" attached to and made a part of this Agreement.

8. For purposes of reviewing housing adequacy, AIDA applications and review of these applications shall comply with Adequate Housing Methodology attached and made part of this Agreement as Exhibit "D".

9. FOLEY may determine the size, boundaries, and timing of each AIDA and may propose land uses for each AIDA, however, the entire development program approved by the AMDA development order may not be submitted in only one increment. After the AMDA development order is issued, FOLEY may file one or more AIDA's for concurrent, overlapping, or sequential increments, provided, any one filing of one or more AIDAs will not include cumulatively more than fifty percent (50%) of the entire Development Program. The first increment may be filed with the AMDA, or after the AMDA has been filed, but before the Master DRI Development Order has been issued. AIDA reviews and hearings will be conducted pursuant to the timeframes set forth in Section 380.06, F.S.

10. AIDA review shall be limited to the specific scope of review and methodologies set forth in Exhibits "B", "C" and "D" unless (1) substantial changes in the conditions underlying the approval of the AMDA development order are demonstrated, (2) the AMDA development order is shown to have been based on substantially inaccurate information, or (3) FOLEY, NCFRPC and TAYLOR COUNTY otherwise agree to modify the scope of review. As provided in Rule 9J-2.028(4), F.A.C., substantial changes in conditions underlying the approval of the AMDA development order or substantially inaccurate information upon

which the AMDA development order was based are to be construed to mean changed conditions or inaccurate information that creates a reasonable likelihood of additional adverse regional impact not previously reviewed by the regional planning agency.

11. The AMDA and subsequent AIDAs shall be processed in accordance with Section 380.06(21), F.S., and Rule 9J-2.028, FAC, as they may be revised or renumbered from time to time.

12. Any revision to the location of Agriculture Transfer lands described in Exhibit "A" shall be governed by the Non-Substantial Change Policy for Agriculture Transfer Lands attached to this Agreement as Exhibit "E".

13. Nothing in this Agreement, except as expressly stated herein, shall be construed as prejudicing, compromising or limiting in any way the authority of TAYLOR COUNTY and the discretion of its Board of County Commissioners, to approve, deny, or condition the approval of the AMDA or AIDA pursuant to adopted land use and development policies and regulations.

14. This Agreement does not entitle FOLEY to any development orders approving the proposed development nor does it entitle any of the parties to the inclusion of any particular condition in a development order. FOLEY shall not claim vested rights or assert equitable estoppel based on this Agreement or any expenditures or actions taken in reliance on this Agreement.

15. This Agreement shall terminate automatically two years from its effective date if the AMDA has not been filed.

16. Effective Date. The effective date of this Agreement is the date upon which the last party signs the Agreement.

17. Notice. Until further written notice by any party to the others, all notices provided for herein will be in writing and transmitted by messenger, by mail or by telefax:

as to FOLEY: FOLEY TIMBER AND LAND COMPANY
3400 Foley Road
Perry, Florida 32348
Attention: Bo Taff

as to TAYLOR COUNTY: TAYLOR COUNTY
201 East Green Street
Perry, Florida 32347
Attention: County Administrator

as to NCFRPC: NORTH CENTRAL FLORIDA REGIONAL
PLANNING COUNCIL
2009 NW 67th Place
Gainesville, Florida 32653
Attention: Executive Director

18. Remedies: In the event of a default hereunder, the non-defaulting party will have all remedies at law or equity; provided, however, the party asserting a default must first notify in writing the alleged defaulting party, and the alleged defaulting party will have thirty (30) days from the date of receipt of the notice to respond in writing to the party asserting the default.

19. Time of Essence: Time is of the essence with respect to each provision of this Agreement which requires that action be taken by either party within the stated time period or upon a specified date.

20. Venue. The venue of any litigation arising out of this Agreement will be Taylor County, Florida.

21. Headings. The headings in this Agreement are for convenience of reference only, and do not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

22. Pronouns. The use of any gender in this Agreement will be deemed to include all genders, and the use of the singular will include the plural, wherever it appears appropriate from the context.

23. Waivers. The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, will not affect the right of that party to require performance of that provision or to exercise any right, power or remedy, and any waiver by any party of any breach of any provision of this Agreement should not be construed as waiver of any continuing or succeeding breach of provisions, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in this case will, of itself, entitle a party to any other or further notice or demand in a similar or other circumstances, unless otherwise specified in this Agreement. This waiver provision does not apply to any statutory requirements regarding permits or development orders.

24. Assignment. This Agreement may be assigned by FOLEY to its heirs, legal representatives, and successors-in-interest.

25. Binding Effect. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and shall be binding upon and inure to the benefit of the parties hereto and their heirs, respective legal representatives, successors and assigns.

26. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original.

27. Construction. This Agreement shall be construed as the joint and equal work product of the parties and shall not be construed more or less favorably on account of its preparation.

28. Entire Agreement. This Agreement constitutes the entire Agreement between the parties relating to the Agreement's subject matter and supersedes all prior agreements or understandings made in connection with the subject matter. No modification or amendment of this Agreement shall bind the parties unless it is in writing and signed with the same authorization originally given by the party to be bound.

**NORTH CENTRAL FLORIDA
REGIONAL PLANNING COUNCIL**

ATTEST

Name: _____
Title: Executive Director

By: _____
Name: _____
Its: Chair
Date: _____

TAYLOR COUNTY

ATTEST:

Name: _____
Title: County Clerk

By: _____
Name: _____
Its: Chair
Date: _____

FOLEY TIMBER AND LAND COMPANY

Witness
Name: _____

By: _____
Name: _____
Its: _____
Date: _____

Witness
Name: _____

LIST OF EXHIBITS

- A. Property Description and General Area Map
- B. Scope of Review for AMDA and AIDA
- C. Transportation Methodology for AMDA and AIDA
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**NORTH CENTRAL FLORIDA
REGIONAL PLANNING COUNCIL**

ATTEST

Name: _____
Title: Executive Director

By: _____
Name: _____
Its: Chair
Date: _____

ATTEST:

Name: _____
Title: County Clerk

TAYLOR COUNTY

By: _____
Name: _____
Its: Chair
Date: _____

FOLEY TIMBER AND LAND COMPANY

Witness
Name: _____

By: _____
Name: _____
Its: _____
Date: _____

Witness
Name: _____

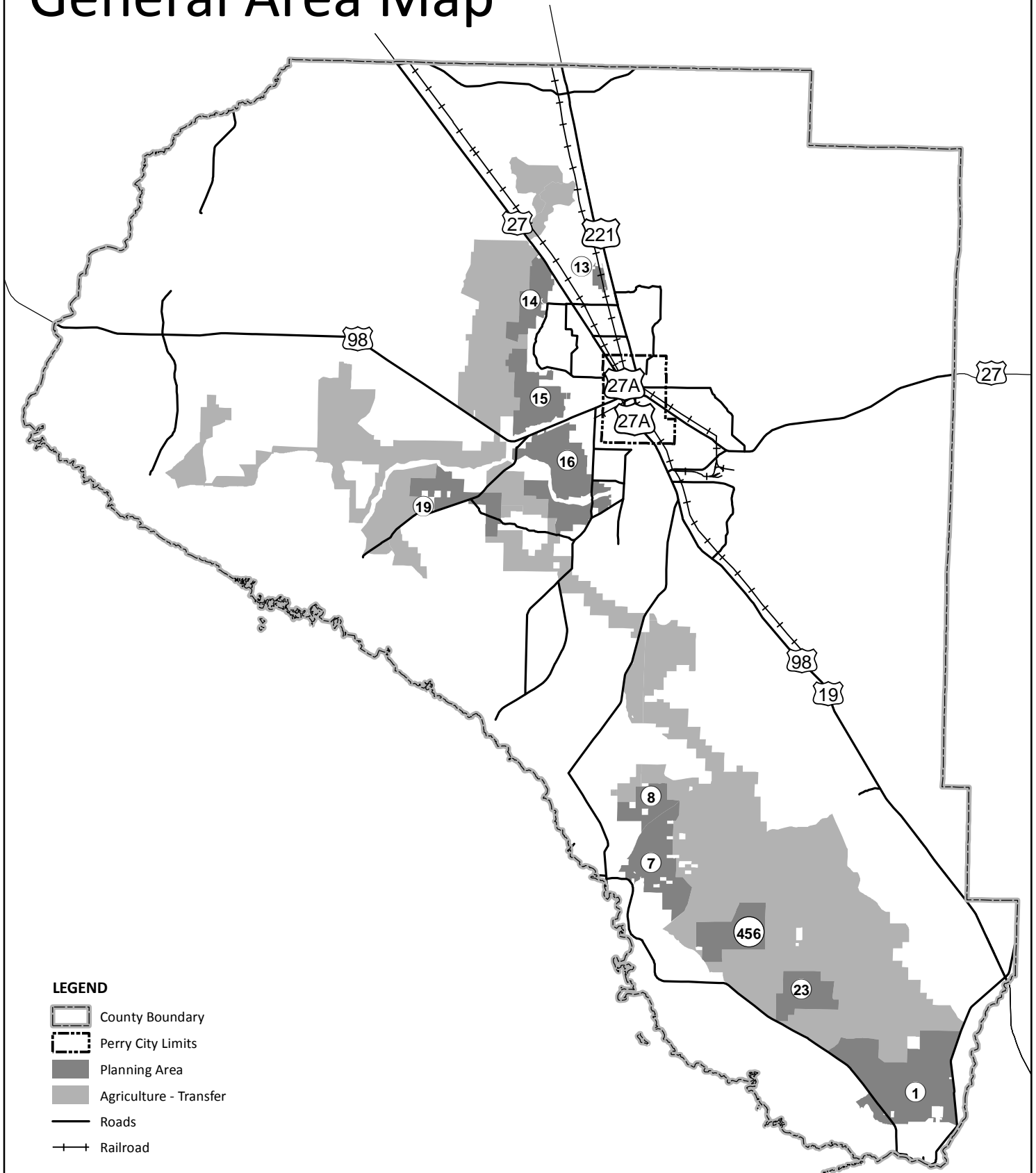
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- E. Non-Substantial Change Policy for Agriculture – Transfer Lands

Exhibit A

Property Description and General Area Map

Foley Master DRI General Area Map



DESCRIPTIONS
FOR
FOLEY TIMBER AND LAND CO.
PLANNING AREAS
OCTOBER 26, 2009
REVISED SEPTEMBER 21, 2010

M.H. RATLIFF
REGISTERED LAND SURVEYOR
2998 GOLF-COURSE ROAD
PERRY FLORIDA 32348

PLANNING AREA #1

TOWNSHIP 8 SOUTH, RANGE 9 EAST:

SECTION 32- ALL THAT PORTION LYING SOUTHEASTERLY OF BEEHIVE ROAD.

SECTION 33-ALL THAT PORTION LYING SOUTHEASTERLY OF BEEHIVE ROAD AND SOUTHERLY OF TRACTOR BOG ROAD.

SECTION 34-ALL THAT PORTION LYING SOUTHERLY OF TRACTOR BOG ROAD AND WESTERLY OF SUGAR MOUNTAIN ROAD.

SECTION 36-THE S3/4 OF THE E3/4.

TOWNSHIP 9 SOUTH, RANGE 9 EAST:

SECTION 1-ALL.

SECTION 2-THE E1/2 OF E1/2 AND THAT PORTION OF THE SOUTH ½ LYING SOUTHERLY OF GARBAGE ROAD.

SECTION 3-ALL THAT PORTION LYING SOUTHERLY OF GARBAGE ROAD AND WESTERLY OF SUGAR MOUNTAIN ROAD.

SECTION 4-ALL THAT PORTION LYING NORTHEASTERLY OF COUNTY ROAD NO. 361.

SECTION 5-ALL THAT PORTION LYING SOUTHEASTERLY OF BEEHIVE ROAD AND NORTHEASTERLY OF COUNTY ROAD NO. 361.

SECTION 9-ALL THAT PORTION LYING NORTHEASTERLY OF COUNTY ROAD NO. 361 AND ALL THAT PORTION OF THE SE1/4 OF SE1/4 LYING SOUTHEASTERLY OF LANDS OF THE STATE OF FLORIDA.

SECTION 10-ALL THAT PORTION LYING NORTHEASTERLY OF COUNTY ROAD NO. 361.AND ALL THAT PORTION OF THE SW1/4 LYING SOUTHWESTERLY OF C.R. #361 AND SOUTHEASTERLY OF LANDS OF THE STATE OF FLORIDA.

SECTION 11-ALL.

SECTION 12-ALL.

SECTION 13-ALL, LESS AND EXCEPT PARCEL #9459-025, PARCEL #9459-100 AND SUGAR HILL ESTATES SUBDIVISION.

PLANNING AREA #1, (CONTINUED)
TOWNSHIP 9 SOUTH, RANGE 9 EAST:

SECTION 14-ALL; LESS AND EXCEPT STEINHATCHEE ACRES SUBDIVISION,
STEINHATCHEE ACRES COVE SUBDIVISION AND THE E1/2 OF
NW1/4 OF SW1/4., LESS AND EXCEPT R/W OF C.R. #361.

SECTION 15-ALL THAT PORTION LYING NORTHEASTERLY OF COUNTY
ROAD NO. 361 AND ALL THAT PORTION LYING
SOUTHWESTERLY OF COUNTY ROAD #361 AND NORTHERLY
OF THE COASTAL HIGH HAZARD AREA LINE, LESS AND
EXCEPT PARCEL # 9464-200.

SECTION 16-ALL THAT PORTION LYING SOUTHEASTERLY OF LANDS OF
THE STATE OF FLORIDA AND NORTHEASTERLY OF THE
COASTAL HIGH HAZARD AREA LINE.

SECTION 22-ALL THAT PORTION OF THE NE1/4 LYING NORTH OF ROY'S
ROAD.

SECTION 23-ALL THAT PORTION OF THE NW1/4 LYING NORTH OF ROY'S
ROAD AND SOUTHWEST OF COUNTY ROAD #361.

TOWNSHIP 8 SOUTH, RANGE 10 EAST:

SECTION 31-ALL OF THE S3/4 LYING WEST OF STATE ROAD NO. 51.

TOWNSHIP 9 SOUTH, RANGE 10 EAST:

SECTION 6-ALL LYING WEST OF STATE ROAD NO 51.

SECTION 7-ALL LYING WEST OF STATE ROAD NO. 51 LESS AND EXCEPT
WATERS MEMORIAL GARDENS CEMETERY.

SECTION 18-ALL LYING WEST OF STATE ROAD NO. 51 LESS AND EXCEPT
PARCEL #9459-025, PARCEL #10182-025, PARCEL #10182-100,
PARCEL # 10182-025, PARCEL #9459-040, PARCEL #10182-125 AND
PARCEL #10182-500.

PLANNING AREA #2 & 3

TOWNSHIP 8 SOUTH, RANGE 9 EAST:

SECTION 19-ALL.

SECTION 20-ALL THAT PORTION OF THE SOUTH 5/8 LYING WEST OF THE
C.C. GRADE AND THE TIDE CITY ROAD AND THE N3/8 OF W1/4.

SECTION 29-ALL, THE N1/2 LESS AND EXCEPT THAT PORTION LYING EAST
OF TIDE CITY ROAD AND NORTH OF JACKSON HUNTING CAMP
ROAD.

SECTION 30-THE N1/2 AND THE NW1/4 OF THE SW1/4.

TOWNSHIP 8 SOUTH, RANGE 8 EAST:

SECTION 24-THE E1/4 AND THE SW1/4 OF THE SE1/4.

SECTION 25- THE E1/2.

PLANNING AREA #4, 5 & 6

TOWNSHIP 8 SOUTH, RANGE 8 EAST:

SECTION 2-THE S3/4.

SECTION 3-THE S3/4 LYING SOUTHEAST OF AGNES ROAD.

SECTION 14-THE N1/2 OF THE N1/2 OF THE N1/2.

SECTION 15-THE N5/8 OF THE W1/2 OF THE W1/2 AND THE E3/4 OF THE
N1/2 OF N1/2 OF N1/2.

SECTION 16-ALL THAT PORTION OF THE N5/8 OF THE E1/2 LYING EAST OF
HENDRY FIELD ROAD.

SECTION 9- THE E3/4.

SECTION 10-ALL.

SECTION 11-ALL.

PLANNING AREA #7

TOWNSHIP 7 SOUTH, RANGE 7 EAST:

SECTION 24-ALL THAT PORTION LYING SOUTHEASTERLY OF THE
JODY MORGAN ROAD.

SECTION 25-ALL THAT PORTION LYING SOUTHEASTERLY OF THE JODY
MORGAN ROAD, LESS AND EXCEPT THE N1/2 OF SW1/4, AND
PARCEL #6999-200.

SECTION 36-THE E1/2 OF NE1/4 OF NW1/4 AND ALL THAT PORTION
OF THE NE1/4 LYING NORTHERLY OF BLUE CREEK,
LESS AND EXCEPT THE E1/2 OF SW1/4 OF NE1/4 AND
PARCEL #6999-200.

TOWNSHIP 7 SOUTH, RANGE 8 EAST:

SECTION 17-ALL THAT PORTION OF THE W1/2 LYING SOUTH EAST OF JODY
MORGAN ROAD AND NORTHWESTERLY OF GLOVER ROAD.

SECTION 18-ALL THAT PORTION LYING SOUTHEAST OF THE JODY MORGAN
ROAD.

SECTION 19-ALL THAT PORTION LYING SOUTHEAST OF THE JODY MORGAN
ROAD.

SECTION 20-THE W1/2 OF W1/2, LESS AND EXCEPT THE N1/2 OF NW1/4 OF
NW1/4 AND THE S1/2 OF NW1/4 OF SW1/4.

SECTION 29-THE NW1/4 OF NW1/4 AND THE N1/2 OF SW1/4 OF NW1/4 AND
THE W3/4 OF SW1/4.

SECTION 30-ALL.

SECTION 31-ALL, LESS AND EXCEPT THE S3/4 OF W1/2 OF W1/2 OF W1/2,
N1/2 OF SE1/4 OF NE1/4, THE N1/2 OF NW1/4 OF SE1/4, THE
W7/8 OF THE S1/2 OF S1/2 OF S1/2.

SECTION 32-THE NW1/4 OF NW1/4 AND THE W1/2 OF NE1/4 OF NW1/4 AND
THE S3/4 LYING SOUTHWEST OF THE FLOATING BRIDGE ROAD
AND WEST OF THE FISH CREEK ROAD, LESS AND EXCEPT THE
S1/2 OF SW1/4 OF NW1/4.

SECTION 33-ALL THAT PORTION LYING WEST OF THE FISH CREEK ROAD
AND SOUTHWEST OF THE FLOATING BRIDGE ROAD.

PLANNING AREA #7 (CONTINUED)
TOWNSHIP 8 SOUTH, RANGE 8 EAST:

SECTION 5-ALL THAT PORTION LYING NORTHWESTERLY OF FISH CREEK
ROAD, LESS AND EXCEPT THE W1/2 OF SW1/4.

SECTION 6-E1/2 OF E1/2 OF NE1/4.

PLANNING AREA #8

TOWNSHIP 7 SOUTH, RANGE 7 EAST:

SECTION 12-SE1/4 OF SE1/4 AND S1/2 OF NE1/4 OF SE1/4.

SECTION 13-E1/2 OF E1/2; THE W1/2 OF SE1/4 AND S3/4 OF W1/2.

TOWNSHIP 7 SOUTH, RANGE 8 EAST:

SECTION 7-THE S1/2, LESS AND EXCEPT THE N1/2 OF NW1/4 OF SW1/4.

SECTION 17-ALL THAT PORTION OF THE S3/4 OF THE W1/2 LYING
NORTHWEST OF THE JODY MORGAN ROAD.

SECTION 18-ALL THAT PORTION LYING NORTHWEST OF THE JODY
MORGAN ROAD, LESS AND EXCEPT THE NW1/4 OF SW1/4.

SECTION 19-ALL THAT PORTION OF THE NW1/4 LYING NORTHWEST OF
THE JODY MORGAN ROAD.

PLANNING AREA #13

TOWNSHIP 3 SOUTH, RANGE 7 EAST:

SECTION 27-ALL THAT PORTION OF PARCEL #1969-000 LYING
SOUTH OF BOYD ROAD.

SECTION 34-ALL OF PARCEL #2011-000.

SECTION 35-ALL OF PARCEL #2027-000.

PLANNING AREA #14

TOWNSHIP 3 SOUTH, RANGE 7 EAST:

SECTION 29-ALL THAT PORTION OF THE S1/2 LYING WESTERLY OF
U.S. HIGHWAY #19 AND SOUTHEASTERLY OF NO. 15 ROAD.
LESS AND EXCEPT PARCEL # 1980-000.

SECTION 32-ALL LYING WESTERLY OF U.S. HIGHWAY #19, LESS AND
EXCEPT PARCEL #1985-000, PARCEL #1987-000, PARCEL
#2000-000 AND FLORIDA GAS PIPELINE RIGHT OF WAY.

TOWNSHIP 4 SOUTH, RANGE 7 EAST:

SECTION 5-THE NW1/4, THE W1/2 OF NE1/4, THE SW1/4 AND THAT PORTION
OF THE SW1/4 OF SE1/4 LYING WEST OF WOODS CREEK ROAD
LESS AND EXCEPT PARCEL #2205-100, PARCEL #2211-100,
PARCEL # 2211-000, PARCEL 2205-250, PARCEL #2205-200,
PARCEL #2217-600 AND 60' R/W FOR HARRISON-BLUE ROAD.

SECTION 6-THE E3/8.

SECTION 7-THE E3/8 OF N1/2 OF N1/2, THE E7/8 OF THE S1/2 OF N1/2, THE
E7/8 OF THE N1/2 OF S1/2, AND ALL THAT PORTION OF THE E7/8
OF THE S1/2 OF S1/2 LYING WEST OF NO. 15 ROAD AND
NORTHERLY OF THE WATER WELL ROAD.

SECTION 8-THE W1/2 OF NW1/4 AND ALL THAT PORTION OF THE N1/2 OF
N1/2 LYING WESTERLY OF THE WOODS CREEK ROAD AND
NORTHERLY OF THE CARLTON ROAD, LESS AND EXCEPT
PARCEL # 2217-250 AND PARCEL #2205-200.

SECTION 18-ALL THAT PORTION LYING NORTH OF WATER WELL ROAD
AND WEST OF NO. 15 ROAD.

PLANNING AREA #15

TOWNSHIP 4 SOUTH, RANGE 7 EAST:

SECTION 18-ALL THAT PORTION OF THE E5/8 OF THE S1/2 OF N1/2
LYING SOUTH OF THE POWERLINE RIGHT OF WAY
AND THE E3/4 OF S1/2 AND THE E1/2 OF SW1/4 OF SW1/4.

SECTION 19-THE E1/2 AND NE1/4 OF NW1/4.

SECTION 20-ALL THAT PORTION OF THE W1/2 LYING SOUTH OF O'STEEN
ROAD, THE S1/2 OF SE1/4 AND THE S1/2 OF NE1/4 LESS AND
EXCEPT PARCEL #2793-020, PARCEL #2793-200, PARCEL #
2793-100.

ALSO: ALL THAT PORTION OF THE NE1/4 OF NE1/4 SOUTH OF
WOODS CREEK ROAD LESS AND EXCEPT PARCEL #2823-000,
PARCEL #2794-100, PARCEL #2795-000, PARCEL #2793-100,
PARCEL #2793-500, PARCEL #2793-250, AND PARCEL #2793-050.

SECTION 21-THE W3/8 OF S1/2 OF S1/2.

SECTION 28-THE NW1/4 OF NE1/4 LESS AND EXCEPT RIGHT OF WAY OF
O'STEEN ROAD.

ALSO: THE W1/2, LESS AND EXCEPT PARCEL #5653-050.

ALSO: THAT PORTION OF THE NW1/4 OF SE1/4 LYING WEST OF
SPRING CREEK.

SECTION 29-ALL.

SECTION 30-THE E1/2 OF E1/2, THE NW1/4 OF NE1/4 AND SW1/4 OF SE1/4.

SECTION 31-ALL OF THE N3/4 OF THE E1/2 LYING NORTHERLY OF ROCKY
CREEK.

SECTION 32-ALL THAT PORTION LYING NORTHERLY OF SPRING CREEK
AND ROCKY CREEK.

SECTION 33-ALL THAT PORTION OF THE NW1/4 OF NW1/4 LYING
NORTHERLY OF SPRING CREEK.

PLANNING AREA #16

TOWNSHIP 4 SOUTH, RANGE 7 EAST:

SECTION 32-ALL THAT PORTION OF THE E3/4 LYING SOUTH OF U.S. HIGHWAY # 98, LESS AND EXCEPT PARCEL #5641-400, PARCEL #5641-100, PARCEL #5641-210, PARCEL #5641-230, PARCEL #5641-200 AND PARCEL # 5651-500.

SECTION 33-ALL THAT PORTION OF THE W3/4 LYING SOUTH OF A LINE THAT IS 600 FEET SOUTH OF U.S. HIGHWAY #98 (MEASURED ALONG THE WEST SECTION LINE) AND PARALLEL WITH SAID HIGHWAY #98.
ALSO: THE SE1/4 OF NE1/4.

TOWNSHIP 5 SOUTH, RANGE 7 EAST:

SECTION 3-THE W1/2 OF W1/2, THE E1/2 OF SW1/4 AND THE W1/2 OF SE1/4 OF NW1/4.

SECTION 4-ALL, LESS AND EXCEPT PARCEL #5989-200.

SECTION 5-ALL THAT PORTION NORTH OF PARCEL #5990-200.

SECTION 6-ALL OF THE S3/4 OF THE E1/2 LYING NORTHERLY OF PARCEL #6014-200, LESS AND EXCEPT RIGHT OF WAY OF HAMPTON SPRINGS ROAD.

SECTION 8-ALL THAT PORTION OF PARCEL #6019-000 LYING WESTERLY OF PARCEL #6019-100.

SECTION 9-ALL, LESS AND EXCEPT PARCEL #6021-200.

SECTION 10-ALL THAT PORTION OF THE W3/4 LYING WEST OF GOLF COURSE ROAD, LESS AND EXCEPT THE NW1/4 OF NE1/4 AND PARCEL #6029-200.
ALSO: THE E1/2 OF SE1/4 LESS AND EXCEPT RIGHT OF WAY OF HOLT ROAD AND GOLF COURSE ROAD.

SECTION 11-ALL THAT PORTION OF THE S1/2 OF SW1/4 AND THE S1/2 OF NW1/4 OF SW1/4 LYING NORTHWESTERLY OF PARCEL #6096-100.

SECTION 14-ALL THAT PORTION OF THE W1/2 LYING SOUTH OF PARCEL #6096-100 AND NORTH OF PUCKETT ROAD, LESS AND EXCEPT PARCEL #6082-100, PARCEL #6094-000 AND PARCEL #6093-300.

PLANNING AREA #16 (CONTINUED)

SECTION 15-ALL THAT PORTION LYING NORTHWEST OF PUCKETT ROAD LESS AND EXCEPT PARCEL #6109-050, PARCEL #6109-075, PARCEL #6109-500, PARCEL #6109-100, PARCEL #6108-100 AND GOLF-COURSE ROAD R/W.

SECTION 16-ALL, LESS AND EXCEPT PARCEL #6110-100.

SECTION 17-THE N1/2 OF NE1/4 AND THE N1/2 OF N1/2 OF NW1/4.

SECTION 21-ALL THAT PORTION OF THE N1/2 LYING EAST OF THE SOUTH WALDO SPRINGS ROAD AND ALL THAT PORTION OF THE NE1/4 OF SW1/4 LYING NORTH OF THE COURTNEY GRADE AND EAST OF THE SOUTH WALDO SPRINGS ROAD.

SECTION 22-ALL THAT PORTION OF THE N1/2 OF N1/2 LYING NORTH-WESTERLY OF THE PUCKETT ROAD LESS AND EXCEPT PARCEL #6142-000.

PLANNING AREA #19

TOWNSHIP 5 SOUTH, RANGE 6 EAST:

SECTION 3-ALL THAT PORTION LYING SOUTH OF PARCEL #1587-000.

SECTION 9-THE SE1/4.

SECTION 10-THE S1/2 AND ALL THAT PORTION OF THE NE1/4 LYING
SOUTH OF PARCEL #1600-200.

SECTION 11-THE W5/8 OF THE S1/2 AND ALL THAT PORTION OF THE W1/2
OF THE W1/2 OF THE NW1/4 LYING SOUTH OF PARCEL #1601-100.

SECTION 13-ALL THAT PORTION LYING NORTHWEST OF HAMPTON
SPRINGS ROAD.

SECTION 14-ALL THAT PORTION LYING NORTHWEST OF HAMPTON
SPRINGS ROAD LESS AND EXCEPT THE W1/2 OF NW1/4 OF
THE NW1/4.

SECTION 15- ALL THAT PORTION OF THE E1/2 LYING NORTH OF HAMPTON
SPRINGS ROAD AND THE NE1/4 OF THE NW1/4 LESS AND
EXCEPT THE NW1/4 OF THE NE1/4.

SECTION 16- THE N1/2 OF THE NE1/4.

DESCRIPTIONS

FOR

FOLEY TIMBER AND LAND CO.

AGRICULTURE-TRANSFER

LANDS

DECEMBER 14, 2009

REVISED SEPTEMBER 15, 2010

M.H. RATLIFF
REGISTERED LAND SURVEYOR
2998 GOLF-COURSE ROAD
PERRY FLORIDA 32348

**AGRICULTURE-TRANSFER LANDS DESCRIPTION
TOWNSHIP 8 SOUTH, RANGE 10 EAST**

SECTION 29-ALL OF THAT PORTION LYING SOUTH OF SNAKE ROAD AND
WEST OF STATE ROAD NO.51.

SECTION 30-ALL OF THAT PORTION OF THE S3/4 LYING SOUTHWEST OF
SNAKE ROAD.

SECTION 31-ALL THAT PORTION OF THE N1/4 LYING WEST OF STATE ROAD
NO. 51.

SECTION 32-ALL OF THAT PORTION LYING NORTHWEST OF STATE ROAD
NO. 51.

TOWNSHIP 4 SOUTH, RANGE 9 EAST

SECTION 23-ALL THAT PORTION LYING WEST OF PINE LOG ROAD AND
SOUTH OF U.S. HIGHWAY NO. 27.

SECTION 25-ALL.

SECTION 26-ALL.

SECTION 35-ALL.

SECTION 36-ALL.

TOWNSHIP 5 SOUTH, RANGE 9 EAST

SECTION 1-ALL.

SECTION 2-ALL.

SECTION 11-ALL.

SECTION 12-ALL.

SECTION 13-ALL.

SECTION 24-ALL THAT PORTION LYING NORTH OF HORTON SOG ROAD.

SECTION 34-ALL THAT PORTION LYING SOUTH OF LOOP #5 ROAD AND
EAST OF #338 ROAD.

TOWNSHIP 6 SOUTH, RANGE 9 EAST

SECTION 2-ALL THAT PORTION LYING NORTH OF MEADOWS CANAL ROAD,
AND SOUTHWEST OF RODDENBURY CUTOFF ROAD.

SECTION 3-ALL LESS AND EXCEPT THAT PORTION LYING NORTH OF
NORTH MEADOWS CANAL ROAD, WEST OF #338 ROAD
AND THAT PORTION OF THE SE1/4 LYING SOUTH OF
MEADOWS CANAL ROAD.

SECTION 4-ALL THAT PORTION LYING EAST OF FLORIDA GRADE AND
SOUTH OF NORTH MEADOWS CANAL ROAD.

TOWNSHIP 7 SOUTH, RANGE 9 EAST

SECTION 17-ALL THAT PORTION LYING SOUTHEAST OF FISH CREEK GRADE
AND SOUTHWEST OF C.C.C. ROAD.

SECTION 19-ALL THAT PORTION LYING SOUTH OF FISH CREEK GRADE.

SECTION 20-ALL THAT PORTION LYING SOUTHWEST OF C.C.C. ROAD
AND SOUTHEAST OF FISH CREEK GRADE.

SECTION 21-ALL THAT PORTION LYING SOUTHWEST OF C.C.C. ROAD.

SECTION 28-ALL THAT PORTION LYING SOUTHWEST OF C.C.C. ROAD,
LESS AND EXCEPT PARCEL #9398-000, PARCEL #9397-500.

SECTION 29-ALL.

SECTION 30-ALL.

SECTION 31-ALL.

SECTION 32-ALL.

SECTION 33-ALL THAT PORTION LYING WEST OF C.C.C. ROAD AND
SOUTHWEST OF SNAKE ROAD.

SECTION 34-ALL THAT PORTION LYING SOUTHWEST OF SNAKE ROAD.

TOWNSHIP 8 SOUTH, RANGE 9 EAST

SECTION 3-ALL THAT PORTION LYING SOUTHWEST OF SNAKE ROAD.

SECTION 4-ALL.

SECTION 5-ALL.

SECTION 6-ALL.

SECTION 7-THE S1/2 OF THE SW1/4, LESS AND EXCEPT PARCEL #9415-000,
ALL OF THE E1/2, THE N1/2 OF THE NW1/4 AND THE SW1/4 OF
THE NW1/4, AND THE NW1/4 OF THE SW1/4.

SECTION 8-ALL.

SECTION 9-ALL.

SECTION 10-ALL.

SECTION 11-THE W3/4 LYING SOUTHWEST OF SNAKE ROAD, LESS AND
EXCEPT THE SW1/4 OF THE SE1/4.

SECTION 14-ALL OF THE W1/2 OF THE W1/2 OF THE W1/2 OF THE N1/2, THE
SW1/4 AND THE SW1/4 OF THE SE1/4.

SECTION 15-ALL.

SECTION 16-ALL.

SECTION 17-ALL.

SECTION 18-ALL.

SECTION 20-THE E3/4 OF THE N3/8 AND THAT PORTION OF THE S5/8 OF THE
E1/4 LYING EAST OF C.C.C. ROAD.

SECTION 21-ALL.

SECTION 22-ALL.

SECTION 23-ALL, LESS AND EXCEPT THE NE1/4 OF THE NE1/4.

SECTION 24-THE SW1/4 OF THE NW1/4, THE W1/2 OF THE SW1/4 AND
THE SE1/4 OF THE SW1/4.

SECTION 25-ALL, LESS AND EXCEPT THE NE1/4 OF THE NE1/4.

SECTION 26-ALL.

SECTION 27-ALL.

SECTION 28-ALL.

SECTION 29-ALL OF THE S1/2 AND ALL THAT PORTION LYING EAST OF THE
C.C.C. ROAD AND NORTH OF JACKSON HUNTING CAMP ROAD.

SECTION 30-THE S1/2 LESS AND EXCEPT THE NW1/4 OF THE SW1/4.

SECTION 31-ALL THAT PORTION LYING NORTHEAST OF COUNTY ROAD
NO. 361.

SECTION 32-ALL THAT PORTION LYING NORTHEAST OF COUNTY ROAD
NO.361 AND NORTHWEST OF BEEHIVE ROAD.

SECTION 33-ALL THAT PORTION LYING NORTHWEST OF BEEHIVE ROAD
AND NORTH OF TRACTOR BOG ROAD.

SECTION 34-ALL THAT PORTION LYING NORTH OF TRACTOR BOG ROAD
AND EAST OF SUGAR MOUNTAIN ROAD.

SECTION 35-ALL, LESS AND EXCEPT THE E1/2 OF THE SE1/4.

SECTION 36-THE N1/2 OF THE N1/2 AND SW1/4 OF THE NW1/4.

TOWNSHIP 9 SOUTH, RANGE 9 EAST

SECTION 2-ALL THAT PORTION LYING NORTH OF GARBAGE ROAD LESS
AND EXCEPT THE E1/2 OF THE E1/2.

SECTION 3-ALL THAT PORTION LYING NORTH OF GARBAGE ROAD AND
EAST OF SUGAR MOUNTAIN ROAD.

SECTION 5- ALL OF THAT PORTION LYING NORTHWEST OF BEEHIVE ROAD
AND NORTHEAST OF COUNTY ROAD NO. 361.

TOWNSHIP 3 SOUTH, RANGE 8 EAST

SECTION 6-ALL THAT PORTION LYING WEST OF MADISON MAINLINE ROAD.

SECTION 7-ALL THAT PORTION LYING WEST OF MADISON MAINLINE ROAD.

SECTION 18-THE N3/4 OF THE N1/2 LYING WEST OF MADISON MAINLINE ROAD.

TOWNSHIP 6 SOUTH, RANGE 8 EAST

SECTION 6-THE E1/2 OF THE SW1/4 OF THE SW1/4 AND THE SE1/4 OF THE SW1/4 LYING SOUTHWESTERLY OF HUXFORD GRADE.

SECTION 7-ALL THAT PORTION LYING SOUTHERLY OF HUXFORD GRADE, LESS AND EXCEPT THE W1/2 OF THE W1/2 OF THE NW1/4.

SECTION 8-ALL, LESS AND EXCEPT THE E3/4 OF THE N1/2 OF THE N1/2 AND SE1/4 OF THE NE1/4.

SECTION 17-ALL, LESS AND EXCEPT PARCEL #8813-500.

SECTION 18-ALL.

SECTION 19-ALL, LESS AND EXCEPT PARCEL #8816-000.

SECTION 29-ALL OF THE W3/4 OF THE S1/2.

SECTION 30-ALL, LESS AND EXCEPT PARCEL #8851-500.

SECTION 31-THE N1/2 OF THE N1/2 OF THE N1/2 OF THE NW1/4 AND THE N1/2 OF THE N1/2 OF THE NE1/4 AND THE N1/2 OF THE SE1/4 LYING NORTHEASTERLY OF FOX HUNTER GRADE.

SECTION 32-ALL, LESS AND EXCEPT THE NE1/4 OF THE NE1/4 AND THE W3/4 OF THE S1/2 OF THE S1/2.

SECTION 33-ALL THAT PORTION OF THE W1/2 OF THE SW1/4, THE SE1/4 OF THE SW1/4 AND THE SW1/4 OF THE NW1/4.

TOWNSHIP 7 SOUTH, RANGE 8 EAST

SECTION 3-ALL THAT PORTION OF THE W1/2 OF THE SW1/4, THE SW1/4 OF THE NW1/4 AND THE SE1/4 OF THE SE1/4.

SECTION 4-ALL THAT PORTION OF THE N1/2, LESS AND EXCEPT THE NE1/4 OF THE NE1/4 AND THE W1/2 OF THE W1/2 OF THE S3/4 OF THE NW1/4.

SECTION 5-ALL THAT PORTION OF THE N1/2 OF THE NE1/4 OF THE NE1/4.

SECTION 6-ALL THAT PORTION OF THE S1/2 OF THE S1/2 LYING WEST OF #4 ROAD.

SECTION 7-ALL OF THE N1/2 LYING SOUTHWESTERLY OF #4 ROAD.

SECTION 8-ALL THAT PORTION LYING SOUTH OF #4 ROAD, LESS AND EXCEPT PARCEL #8912-000.

SECTION 9-ALL, LESS AND EXCEPT PARCEL #8913-000 AND #8914-000.

SECTION 10-ALL.

SECTION 11-ALL THAT PORTION OF THE SW1/4, THE NW1/4 AND THE W1/2 OF THE W1/2 OF THE NE1/4.

SECTION 14-ALL THAT PORTION OF THE W3/4.

SECTION 15-ALL.

SECTION 16-ALL.

SECTION 17-ALL THAT PORTION OF THE E1/2, THE SE1/4 OF THE SW1/4 LYING SOUTHEASTERLY OF GLOVER ROAD AND THE N1/2 OF THE N1/2 OF THE NW1/4.

SECTION 20-THE E3/4, LESS AND EXCEPT PARCEL #8933-000 AND #8934-000.

SECTION 21-ALL.

SECTION 22-ALL.

SECTION 23-ALL.

SECTION 24-ALL THAT PORTION LYING SOUTH OF FISH CREEK GRADE.

SECTION 25-ALL.

SECTION 26-ALL.

SECTION 27-ALL.

SECTION 28-ALL, LESS AND EXCEPT PARCEL #8944-000.

SECTION 29-THE E3/4, LESS AND EXCEPT THE S1/2 OF THE S1/2 OF THE
NW1/4, THE W3/8 OF S1/2 AND PARCEL #8947-000.

SECTION 32-ALL OF THAT PORTION OF THE E1/2 LYING NORTHEASTERLY
OF FLOATING BRIDGE ROAD, THE E1/2 OF THE NE1/4 OF
THE NW1/4 AND THE NW1/4 OF THE NE1/4 LYING SOUTH-
WESTERLY OF FLOATING BRIDGE ROAD, LESS AND EXCEPT
PARCEL #8963-000 AND #8963-009.

SECTION 33-ALL.

SECTION 34-ALL.

SECTION 35-ALL.

SECTION 36-ALL.

TOWNSHIP 8 SOUTH, RANGE 8 EAST

SECTION 1-ALL.

SECTION 2-ALL OF THE N1/2 OF THE N1/2.

SECTION 3-THE N1/2 OF THE N1/2 AND THAT PORTION OF THE S3/4 LYING
WEST OF AGNES ROAD.

SECTION 4-ALL.

SECTION 5-ALL THAT PORTION LYING SOUTHEASTERLY OF FISH CREEK
GRADE.

SECTION 7-ALL THAT PORTION LYING SOUTHEAST OF FISH CREEK GRADE
AND NORTHEAST OF HENRY FIELD ROAD.

SECTION 8-ALL THAT PORTION LYING SOUTHEASTERLY OF FISH CREEK
GRADE AND NORTHEASTERLY OF HENRY FIELD ROAD.

SECTION 9-THE W1/2 OF THE W1/2.

SECTION 12-ALL.

SECTION 13-ALL.

SECTION 14-THE S7/8

SECTION 15-THE S7/8 LESS AND EXCEPT THE N5/8 OF THE W1/2 OF THE W1/2.

SECTION 16-THE S3/8 LYING EAST OF HENRY FIELD ROAD AND THAT
PORTION OF THE NW1/4 LYING NORTH OF HENRY FIELD
ROAD LESS AND EXCEPT PARCEL #8998-000.

SECTION 17-ALL THAT PORTION LYING NORTHEAST OF HENRY FIELD
ROAD.

SECTION 22-ALL THAT PORTION LYING NORTH OF TENNILLE TURNPIKE
ROAD, EAST OF AGNES ROAD, AND NORTHEAST OF
COUNTY ROAD NO. 361.

SECTION 23-ALL THAT PORTION LYING NORTHEASTERLY OF
COUNTY ROAD NO.361.

SECTION 24-ALL LESS AND EXCEPT THE E1/4 AND THE S1/2 OF THE
SW1/4 OF THE SE1/4.

SECTION 25-ALL THAT PORTION OF THE W1/2 LYING NORTHEASTERLY OF
COUNTY ROAD NO. 361.

SECTION 26-ALL THAT PORTION LYING NORTHEASTERLY OF COUNTY
ROAD NO. 361.

SECTION 36-ALL THAT PORTION LYING NORTHEASTERLY OF COUNTY
ROAD NO. 361.

TOWNSHIP 3 SOUTH, RANGE 7 EAST

SECTION 1-ALL OF THE S1/2 OF THE NW1/4 AND ALL OF THE S1/2, LESS AND EXCEPT THE NW1/4 OF THE SE1/4.

SECTION 2-ALL, LESS AND EXCEPT THE S1/2 OF THE SW1/4 OF THE SW1/4 AND THE N1/2 OF THE NE1/4.

SECTION 3-ALL OF THE N1/2 OF SE1/4 AND ALL OF THE SE1/4 OF THE NW1/4 AND ALL OF THE NE1/4, LESS AND EXCEPT THE NW1/4.

SECTION 6-ALL THAT PORTION LYING SOUTHWESTERLY OF WILLIE SHEFFIELD ROAD, SOUTHERLY OF MUTT ANDREWS ROAD AND SOUTHEASTERLY OF PEAR TREE ROAD.

SECTION 7-ALL THAT PORTION LYING EASTERLY OF PEAR TREE ROAD.

SECTION 8-ALL.

SECTION 9-ALL THAT PORTION OF THE W1/2 OF THE W1/2 OF THE NW1/4 LYING SOUTHWESTERLY OF MILL CREEK ROAD AND ALL OF THE S1/2 LYING NORTH OF 68 STILL ROAD, WEST OF OLD U.S. HIGHWAY #221 AND SOUTH OF MILL CREEK ROAD.

SECTION 10-ALL THAT PORTION OF THE SW1/4 LYING WESTERLY OF U.S. HIGHWAY #221 AND NORTHERLY OF 68 STILL ROAD.

SECTION 11-ALL THAT PORTION LYING NORTHEASTERLY OF SCRUB POND ROAD.

SECTION 12-ALL, LESS AND EXCEPT SW/14 OF THE SW1/4.

SECTION 13-THE N3/4 OF THE NE1/4 AND THE NE1/4 OF THE NW1/4.

SECTION 16-ALL THAT PORTION LYING WEST OF OLD U.S. HIGHWAY #221 AND NORTHWESTERLY OF W & L ROAD.

SECTION 17-ALL THAT PORTION LYING NORTH WEST OF W & L ROAD, EAST OF 430 LOOP ROAD AND NORTH OF PEAR TREE CUT OFF ROAD.

SECTION 18-ALL THAT PORTION LYING NORTH OF PEAR TREE CUTOFF ROAD AND EAST OF PEAR TREE ROAD.

SECTION 19-ALL THAT PORTION LYING SOUTHEASTERLY OF 430 LOOP ROAD, NORTHWESTERLY OF W & L ROAD AND NORTHEASTERLY OF OLD ACL RAILROAD RIGHT OF WAY, LESS AND EXCEPT POWERLINE RIGHT OF WAY.

SECTION 20-ALL THAT PORTION LYING NORTHWESTERLY OF W & L ROAD AND SOUTHEASTERLY OF 430 LOOP ROAD.

SECTION 29-ALL THAT PORTION LYING NORTHWESTERLY OF NO. 15 ROAD SOUTHWESTERLY OF U.S. HIGHWAY #19, LESS AND EXCEPT PARCEL #1982-000.

SECTION 30-ALL, LESS AND EXCEPT PARCEL #1982-000.

SECTION 31-ALL.

TOWNSHIP 4 SOUTH, RANGE 7 EAST

SECTION 6-ALL OF THE W1/2 AND THE W1/2 OF THE W1/2 OF THE E1/2.

SECTION 7-THE W5/8 OF THE N1/2 OF THE N1/2, THE S3/4 OF THE W1/8, AND THE SE1/4 OF THE SE1/4 LESS AND EXCEPT THAT PORTION LYING NORTH OF WATER WELL ROAD AND NORTHWESTERLY OF NO. 15 ROAD.

SECTION 18-ALL OF THE N1/2 OF THE NE1/4, THE N1/2 OF THE S1/2 OF THE NE1/4, THE W1/2 OF THE SW1/4 OF THE SW1/4, THE NW1/4 OF THE SW1/4 AND ALL OF THE NW1/4 LYING SOUTHWESTERLY OF WATER WELL ROAD, LESS AND EXCEPT THE S1/2 OF THE E1/2 OF THE SE1/4 OF THE NW1/4.

SECTION 19-ALL OF THE W1/2, LESS AND EXCEPT THE NE1/4 OF THE NW1/4.

SECTION 30-ALL OF THE W1/2, THE SW1/4 OF THE NE1/4 AND THE NW1/4 OF THE SE1/4.

TOWNSHIP 5 SOUTH, RANGE 7 EAST

SECTION 6-ALL OF THE SE1/4 OF THE SW1/4 LYING NORTHWESTERLY OF HAMPTON SPRINGS ROAD AND THE W1/2 OF THE W1/2, LESS AND EXCEPT PARCEL #6014-200.

SECTION 7-ALL THAT PORTION LYING NORTHWESTERLY OF HAMPTON SPRINGS ROAD AND THE S⁷/₈ LYING SOUTHEASTERLY OF HAMPTON SPRINGS ROAD.

SECTION 17-ALL, LESS AND EXCEPT THE W³/₄ OF THE S¹/₂ OF THE S¹/₂, THE N¹/₂ OF THE NE¹/₄ AND THE N¹/₂ OF THE N¹/₂ OF THE NW¹/₄.

SECTION 18-ALL, LESS AND EXCEPT THE S¹/₂ OF THE SE¹/₄, THE W¹/₂ OF THE W¹/₂ OF THE W¹/₂.

SECTION 19-ALL OF THE S¹/₂.

SECTION 21-ALL OF THE SW¹/₄ LYING SOUTHWESTERLY OF COURTNEY GRADE AND THE N³/₄ LYING WESTERLY OF SOUTH WALDO SPRINGS ROAD.

SECTION 28-ALL OF THE W¹/₂ OF THE NW¹/₄ AND ALL OF THE S¹/₂, LESS AND EXCEPT PARCEL #6195-000.

SECTION 29-ALL, LESS AND EXCEPT THE W³/₄ OF THE N¹/₂ OF THE N¹/₂ AND THE SE¹/₄ OF THE NW¹/₄.

SECTION 30-THE E³/₄.

SECTION 31-THE E³/₄ OF THE N¹/₂ OF THE N¹/₂ OF THE N¹/₂.

SECTION 32-THE N¹/₂ OF THE N¹/₂ OF THE N¹/₂.

SECTION 33-ALL OF THE N¹/₂ OF THE N¹/₂ OF THE N¹/₂ AND ALL OF THAT PORTION LYING EAST OF MIKE HUNTER ROAD EASEMENT AND EAST OF SPRING WARRIOR ROAD.

SECTION 34-THE SW¹/₄ OF THE NW¹/₄ AND ALL OF THE S¹/₂, LESS AND EXCEPT THE NE¹/₄ OF THE SE¹/₄.

TOWNSHIP 6 SOUTH, RANGE 7 EAST

SECTION 1-ALL THAT PORTION OF THE S¹/₂ OF THE S¹/₂ LYING WESTERLY COUNTY ROAD NO. 361 AND THE NW¹/₄ OF THE SW¹/₄.

SECTION 2-THE SE¹/₄, THE N³/₄ OF THE SW¹/₄, THE W³/₄ OF THE S¹/₂ OF THE N¹/₂ AND THE NW¹/₄ OF THE NW¹/₄.

SECTION 3-THE NE¹/₄ AND THE N³/₄ OF THE E¹/₂ OF THE SE¹/₄.

SECTION 11-THE N3/8 OF E1/2.

SECTION 12-ALL OF THE NE1/4 LYING WESTERLY OF COUNTY ROAD NO.361
THE N3/4 OF THE NW1/4, THE E1/2 OF THE NE1/4 OF THE SW1/4,
AND SE1/4, LESS AND EXCEPT THAT PORTION OF THE SW1/4
OF SE1/4 LYING WEST OF C.R. #361, ALSO LESS ROAD R/W.

SECTION 13-ALL THAT PORTION LYING SOUTHEASTERLY OF COUNTY
ROAD NO. 361, LESS AND EXCEPT PARCEL #6287-000.

SECTION 24-ALL THAT PORTION LYING EASTERLY OF COUNTY ROAD
NO. 361 AND NORTHEASTERLY OF FOX HUNTER GRADE.

SECTION 25-ALL THAT PORTION LYING NORTHEASTERLY OF FOX
HUNTER GRADE, LESS AND EXCEPT PARCEL #6373-100.

SECTION 36-ALL THAT PORTION OF THE N1/2 OF THE N1/2 OF THE N1/2
LYING NORTHEASTERLY OF FOX HUNTER GRADE.

TOWNSHIP 7 SOUTH, RANGE 7 EAST

SECTION 1-THE SE1/4 OF THE SE1/4.

SECTION 11-THE SE1/4 OF THE SE1/4.

SECTION 12-THE SW1/4, THE W1/2 OF THE SE1/4, THE N1/2 OF THE NE1/4 OF
THE SE1/4, THE E1/2 OF THE NE1/4 AND THE SW1/4 OF THE
NE1/4.

SECTION 13-THE W3/4 OF THE N1/2 OF THE N1/2.

TOWNSHIP 3 SOUTH, RANGE 6 EAST

SECTION 25-ALL.

SECTION 26-ALL OF THE E1/2 OF THE E1/2 AND THE E1/2 OF THE W1/2 OF
THE SE1/4.

SECTION 35-ALL THAT PORTION LYING SOUTHEASTERLY OF BOBBY
HODGE ROAD.

SECTION 36- ALL.

TOWNSHIP 4 SOUTH, RANGE 6 EAST

SECTION 1-ALL.

SECTION 2-ALL OF THE N1/2 LYING NORTHEASTERLY OF NO. 2 ROAD AND
EASTERLY OF BOBBY HODGE ROAD AND THE E1/2 OF THE
SE1/4 OF THE SE1/4.

SECTION 11-THE E1/2 OF THE E1/2 AND THE SW1/4 OF THE SE1/4.

SECTION 12-ALL.

SECTION 13-ALL.

SECTION 14-THE E3/4 OF THE E1/2.

SECTION 23-ALL OF THE E1/2, SE1/4 OF THE NW1/4, AND E1/2 OF THE SW1/4.

SECTION 24-ALL.

SECTION 25-ALL.

SECTION 26-ALL OF THE E3/4 LYING NORTHEASTERLY OF
U.S. HIGHWAY NO. 98, LESS AND EXCEPT PARCEL# 1563-000.

SECTION 30-ALL THAT PORTION LYING NORTHWESTERLY OF
CONTAINER GRADE.

SECTION 31-ALL THAT PORTION LYING WESTERLY OF CONTAINER
GRADE.

SECTION 36-ALL THAT PORTION LYING NORTHEASTERLY OF U.S.
HIGHWAY NO. 98 AND THE E1/2 OF THE SE1/4 LYING SOUTH-
WESTERLY OF U.S. HIGHWAY NO. 98.

TOWNSHIP 5 SOUTH, RANGE 6 EAST

SECTION 1-ALL THAT PORTION LYING NORTHERLY OF PARCEL #1582-100,
LESS AND EXCEPT THE NW1/4 OF THE NW1/4 AND THE N1/2 OF
THE SW1/4 OF THE NW1/4. ALSO ALL THAT PORTION OF THE
SE1/4 LYING SE OF PARCEL #1582-100.

SECTION 2-ALL THE W1/2, SE1/4 AND S1/2 OF THE S1/2 OF THE NE1/4.

SECTION 3-ALL THAT PORTION LYING NORTHERLY OF PARCEL #1587-000.

SECTION 4-ALL THAT PORTION LYING NORTHERLY OF PARCEL #1588-100.

SECTION 5-ALL THE S1/2 OF THE N1/2, NW1/4 OF THE NW1/4, NE1/4 OF THE NE1/4 AND ALL OF THE S1/2 LYING NORTHWESTERLY OF PARCEL #1589-100.

SECTION 6-ALL, LESS AND EXCEPT THE S1/2 OF THE S1/2 OF THE SW1/4.

SECTION 7-THE S1/2 OF THE NW1/4 OF THE SW1/4 AND THE SW1/4 OF THE SW1/4. .

SECTION 8-ALL, LESS AND EXCEPT PARCEL #1593-200 AND THAT PORTION LYING WEST OF CONTAINER GRADE AND NORTH OF WHITFIELD ROAD.

SECTION 9-ALL THAT PORTION LYING SOUTH OF PARCEL #1598-200 LESS AND EXCEPT THE SE1/4.

SECTION 10-ALL OF THE NW1/4.

SECTION 11-ALL THAT PORTION LYING NORTH OF PARCEL #1601-100.

SECTION 12-ALL THAT PORTION LYING SE OF HAMPTON SPRINGS ROAD AND ALL THAT PORTION OF THE E1/2 LYING NW OF HAMPTON SPRINGS ROAD AND SOUTH OF PARCEL #1605-100 AND ALL OF THAT PORTION OF THE NW1/4 LYING NORTH OF PARCEL #1605-100.

SECTION 16-ALL, LESS AND EXCEPT THE SE1/4 OF THE SE1/4, HAMPTON SPRINGS ROAD R/W, AND THE N1/2 OF THE NE1/4.

SECTION 17-ALL, LESS AND EXCEPT PARCEL #1628-200.

SECTION 18-ALL THAT PORTION OF THE E1/2 LYING EAST OF CROOKED TOP PINE ROAD AND WEST OF PARCEL #1631-000 AND THE S1/2 OF SW1/4 AND THE N3/4 OF THE W1/4.

SECTION 19-ALL THAT PORTION OF THE N3/8 LYING WEST OF PARCEL #1632-100 AND ALL THAT PORTION LYING EAST OF PARCEL #1632-100.

SECTION 20-ALL, LESS AND EXCEPT RIGHT OF WAY OF HAMPTON SPRINGS ROAD.

SECTION 21-ALL THAT PORTION LYING NW OF HAMPTON SPRINGS ROAD AND ALL THAT PORTION OF THE W1/4 LYING SOUTH OF HAMPTON SPRINGS ROAD AND WEST OF GEORGE PAGE ROAD.

SECTION 24-THE S1/2 OF SE1/4.

SECTION 28-THE W1/2 AND THE S3/4 OF THE E1/2, LESS AND EXCEPT E1/2 OF SE1/4 OF NE1/4.

SECTION 29-ALL THAT PORTION LYING NW OF HAMPTON SPRINGS ROAD AND ALL THAT PORTION LYING SE OF HAMPTON SPRINGS ROAD AND NORTH OF SPRING CREEK CUTOFF AND ALL THAT PORTION LYING EAST OF SPRING CREEK ROAD.

SECTION 30-ALL THAT PORTION LYING NW OF HAMPTON SPRINGS ROAD AND EAST OF PARCEL #1667-200 AND ALL THAT PORTION LYING SE OF HAMPTON SPRINGS ROAD AND NORTH OF SPRING CREEK CUTOFF.

SECTION 33-ALL THAT PORTION LYING NE OF GEORGE PAGE ROAD.

SECTION 34-ALL THAT PORTION OF THE W1/2 OF NW1/4 LYING NE OF GEORGE PAGE ROAD.

TOWNSHIP4 SOUTH, RANGE 5 EAST

SECTION 20-THE W1/2.

SECTION 23-ALL THAT PORTION LYING EAST OF THE J.C. FRANKLIN GRADE AND SOUTH OF THE HARRY DAVIS GRADE.

SECTION 24-THE E1/2 AND THAT PORTION OF THE SW1/4 LYING SOUTH OF THE HARRY DAVIS GRADE.

SECTION 25-ALL.

SECTION 26-ALL THAT PORTION LYING EAST OF J.C. FRANKLIN GRADE

SECTION 29-ALL THAT PORTION OF THE NW1/4 LYING NORTH OF THE HARRY DAVIS GRADE.

SECTION 30-THE E1/2 OF W1/2 AND THE W1/2 OF E1/2 AND ALL THAT PORTION OF THE E1/2 OF E1/2 LYING NORTH OF HARRY DAVIS GRADE.

SECTION 31-THE W1/2 AND ALL THAT PORTION OF THE E1/2 LYING NORTH OF CABBAGE SINKS ROAD.

SECTION 32-W1/2 OF NW1/4.

SECTION 35-ALL THAT PORTION LYING EAST OF J.C. FRANKLIN GRADE.

SECTION 36-ALL.

TOWNSHIP 5 SOUTH, RANGE 5 EAST

SECTION 1-ALL LYING NW OF PADGETT ROAD.

SECTION 2-ALL THAT PORTION LYING EAST OF THE J.C. FRANKLIN GRADE AND ALL THAT PORTION OF THE S1/2 LYING WEST OF THE FRANKLIN GRADE AND NORTH OF RATTLESNAKE GRADE.

SECTION 3-ALL THAT PORTION OF THE S1/2 LYING NORTH OF RATTLESNAKE GRADE.

SECTION 4-ALL THAT PORTION OF THE E3/4 LYING SOUTH OF BILLY MARTIN GRADE AND SOUTH OF RATTLESNAKE GRADE AND NORTHWEST OF WARD TRAM.

SECTION 6-ALL THAT PORTION OF THE W1/2 LYING NORTH OF MOSSY HAMMOCK GRADE AND WEST OF COKER ISLAND ROAD.

SECTION 7-ALL THAT PORTION LYING WEST OF COKER ISLAND ROAD AND ALL THAT PORTION LYING SOUTH AND EAST OF THE CRUCE GRADE.

SECTION 8-ALL THAT PORTION LYING SOUTH OF THE CRUCE GRADE AND EAST OF THE CANNON GRADE LESS AND EXCEPT THE N1/2 OF N1/2.

SECTION 9-ALL THAT PORTION LYING NORTHWESTERLY OF WARD TRAM ROAD LESS AND EXCEPT THE NW1/4 OF NW1/4.

SECTION 11-ALL THAT PORTION LYING NORTH OF BROWN TRAM AND
EAST OF J.C. FRANKLIN GRADE.

SECTION 12-ALL THAT PORTION LYING NORTH AND EAST OF PARCEL
#1330-500 AND WEST OF CULPEPPER ROAD AND SOUTH OF
SEALY SLOUGH ROAD.

SECTION 16-ALL THAT PORTION LYING NORTHWEST OF WARD TRAM.

SECTION 17-ALL THAT PORTION LYING NORTH OF WARD TRAM.

SECTION 18-ALL THAT PORTION LYING NORTH OF WARD TRAM

TOWNSHIP 5 SOUTH, RANGE 4 EAST

SECTION 1-ALL THAT PORTION LYING SOUTHEASTERLY OF MOSSY
HAMMOCK ROAD.

SECTION 11-ALL THAT PORTION LYING SOUTHEASTERLY OF MOSSY
HAMMOCK ROAD AND NORTHEASTERLY OF LOUGHRIDGE
GRADE.

SECTION 12-ALL THAT PORTION LYING SOUTHEASTERLY OF MOSSY
HAMMOCK ROAD AND NORTHEASTERLY OF LOUGHRIDGE
GRADE.

SECTION 13-ALL THAT PORTION LYING NORTH OF WARD TRAM AND
NORTHEASTERLY OF LOUGHRIDGE GRADE

EXHIBIT B

Scope of Review for
Application for Master Development Approval
and
Applications for Incremental Development Approval

EXHIBIT B

SCOPE OF REVIEW FOR AMDA AND AIDA

Introduction:

Taylor County has completed its Evaluation and Appraisal Report (EAR)-based Amendments to the 2015 Comprehensive Plan. The EAR-based amendments will begin the process of implementing the County's Vision 2060 Plan through the year 2035. The EAR-based Amendments were adopted by the Taylor County Board of County Commissioners in June 2010 and found "in compliance" by the Department of Community Affairs in August 2010.

Foley Timber and Land Company, the largest property owner in the County and a Vision 2060 participant, is working with the County in the implementation of the Vision 2060 Plan by creating a master land use plan that supports the Vision (the "Foley Master Development of Regional Impact (DRI)"). This master plan is intended to promote regional economic growth by addressing the identified priorities of Taylor County's Vision 2060 Plan. It will execute a sustainable development and land conservation pattern that will serve as a model for rural communities across Florida. It will support the implementation of an infrastructure scheme that will help to induce economic development, complement regional economic development goals, and help to improve regional educational assets.

Pursuant to Section 380.06(21), Florida Statutes, and Chapter 9J-2.022, Florida Administrative Code, Foley Timber and Land Company proposes to file an Application for Master Development Approval (AMDA) for the entire Foley Master DRI development program, using the land use pattern established in the 2035 Future Land Use Map of the Taylor County Comprehensive Plan. The AMDA will establish the development program for conceptual Planning Areas and identify existing conditions as the framework for Application for Incremental Development Approval (AIDA) submittal requirements. The development program described for each Planning Area in the AMDA is conceptual in nature, represents an estimated "snapshot" of potential future conditions at the time of AMDA approval. When an AIDA is filed, any change to an AIDA development program described in the AMDA shall not be a Substantial Deviation to the AMDA unless the proposed change, coupled with any previous AIDA development program changes, cumulatively is a substantial deviation as defined by general law.

Pursuant to applicable regulations, individual and separate Application for Incremental Development Approval (AIDA), consistent with the AMDA, may be submitted for individual Development of Regional Impact (DRI) review. Each AIDA will provide an impact analysis on specific development areas, where it is more reliable and relevant to defining Development Order conditions. AIDA submittals will refine the existing conditions data and long-term estimates presented in the AMDA, which represents a "snapshot in time" and is conceptual in nature.

A Master DRI Agreement will be executed by the North Central Florida Regional Planning Council (NCFRPC), Taylor County Board of County Commissioners, and Foley Timber and Land Company prior to the formal filing of the AMDA and the AIDA submittals. This Exhibit B: "Scope of Review for AMDA and AIDA", supplemented by the transportation methodology agreement for the AMDA and the transportation and affordable housing methodology agreements between Foley Timber and Land Company and the NCFRPC that will be provided for each AIDA, identifies the information required for the AMDA and all subsequent AIDAs. Further, it is anticipated that all questions from DCA FORM-RPM-BSP-ADA-1 will

be answered in full for each AIDA, or as agreed to by all parties, as site specific development footprints and applicable impact evaluation will be both relevant and reliable at this time.

Q. 4-7: Development Information	AMDA Response
5. Attach a legal description of the development site. Include section, township and range.	A legal description of the entire development site as well as all Agriculture-Transfer areas will be provided in the AMDA. Each AIDA will include a legal description of the development site for the AIDA as well as all associated Agriculture-Transfer areas at the time of AIDA submittal.
Q.10: Part 1: Project Description	AMDA Response
A. Describe and discuss in general terms all major elements of the proposed development in its completed form. Include in this discussion the proposed phases (or stages) of development (not to exceed five years), magnitude in the appropriate units from Chapter 28-24, F.A.C., where applicable, and expected beginning and completion dates for construction.	Buildout development program will be provided in the AMDA. Detailed phasing data, including expected beginning and completion dates, to be established at AIDA.
B. Provide a breakdown of the existing and proposed land uses on the site for each phase of development through completion of the project. The developed land uses should be those identified in Section 380.0651, F.S. and Chapter 28-24, F.A.C. Use Level III of The Florida Land Use and Cover Classification System: A Technical Report (September 1985), available from each regional planning council. Refer to Maps D (Existing Land Use) and H (Master Plan). Use the format below and treat each land use category as mutually exclusive unless otherwise agreed to at the pre-application conference.	General land use acreage and use for buildout for each Planning Area will be provided at AMDA. Development programs for each Planning Area are conceptual and subject to change at the time of AIDA. Gross and net densities will be provided. Open space, roads, and stormwater acreages will be separated for each Planning Area. Detailed land use acreage and use by phase will be provided at AIDA. Level II FLUCFCS will be provided at AMDA. Level III FLUCFCS will be provided at AIDA
C. Briefly describe previous and existing activities on site. Identify any constraints or special planning considerations that these previous activities have with respect to the proposed development.	AMDA will address in full
D. If the development is proposed to contain a shopping center, describe the primary and secondary trade areas which the proposed shopping center will serve.	Not applicable. Shopping center use and primary and secondary trade areas will be determined at AIDA (if applicable)
E. Describe, in general terms, how the demand for this project was determined.	AMDA will establish consistency with population needs analysis of 2035 Comprehensive Plan. Project specific market demand to be provided at AIDA
Q.10: Part 2: Comprehensive Plan	AMDA Response

A. Demonstrate how the proposed project is consistent with the local comprehensive plan and land development regulations. Indicate whether the proposed project will require an amendment to the adopted local comprehensive plan, including the capital improvements element. If so, please describe the necessary changes.	AMDA will address in full
B. Describe how the proposed development will meet goals and policies contained in the appropriate Regional Comprehensive Policy Plan.	AMDA will address in full
C. Describe how the proposed development will meet goals and policies contained in the State Comprehensive Plan (Chapter 187, F.S.), including, but not limited to, the goals addressing the following issues: housing, water resources, natural systems and recreational lands, land use, public facilities, transportation, and agriculture.	AMDA will address in full
Q.10: Part 3 Demographics	AMDA Response
A. Complete the following Demographic and Employment Information tables.	AMDA will establish consistency with population needs analysis of 2035 Comprehensive Plan. Project specific demographic and employment data and phasing to be provided at AIDA
Q.10: Part 4 Impact Summary	AMDA Response
A. Summarize the impacts this project will have on natural resources.	AMDA will summarize existing natural resources conditions, as described in Questions 12-16. Impacts on natural resources will be described in detail for each AIDA once site specific development footprints are known.
B. Summarize public facility capital costs associated with project impacts:	Public facility capital costs will not be known until impacts resulting from site-specific development footprints have been established. Public facility capital costs and impacts will be determined at time of AIDA.
Q.11: Revenue Generation Summary	AMDA Response
Project the funds anticipated to be generated by the project. This projection should include any source or use of funds which could have any reasonable connection to the proposed development:	
1. Make the following projections by year, including the first and last year in which any construction and/or development takes place: a. Yearly ad valorem tax receipts; b. Yearly impact fees collected; c. Yearly sales tax received by local government; d. Yearly gasoline tax received by local government; e. Yearly projections of any other funds by any other sources generated as a result of development of the proposed project within the region	Revenue generation projections at buildout for each Planning Area will be estimated, using 2010 dollars. Development programs for each Planning Area are conceptual and subject to change at the time of AIDA.

<p>2. List all assumptions used to derive the above projections and estimates, show the methodologies used and describe the generally accepted accounting principles used in all assumptions, estimates and projections.</p>	<p>Assumptions used to derive revenue generation projections at buildout will be provided.</p> <p>Assumptions and methodology used to derive revenue generation projections and estimates will be provided at time of AIDA</p>
Q.12: Vegetation and Wildlife	AMD A Response
<p>A. Identify the dominant species and other unusual or unique features of the plant communities on Map F. Identify and describe the amount of all plant communities that will be preserved in a natural state following development as shown on Map H.</p>	<p>AMD A will identify vegetation and wildlife using best available existing published data sources, including Florida Natural Area Inventory (FNAI) and Suwannee River Water Management District (SRWMD) data.</p> <p>Because site specific development footprints have not been identified at the AMD A level, it is not possible to determine what plant communities will be preserved. This information will be provided at the time of AIDA.</p>
<p>B. Discuss what survey methods were used to determine the absence or presence of state or federally listed wildlife and plants. (Sampling methodology should be agreed to by the regional planning council and other reviewing agencies at pre-application conference stage). State actual sampling times and dates, and discuss any factors that may have influenced the results of the sampling effort. Show on Map G the location of all transects, trap grids, or other sampling stations used to determine the on-site status of state or federally listed wildlife and plant resources.</p>	<p>Not applicable. Surveys will not be performed at the AMD A level. The elapsed time between the approval of the AMD A and subsequent AIDAs may make information provided at the AMD A no longer reliable or relevant, as wildlife may migrate on- or off-site over the period of the AMD A buildout period. Wildlife surveys will be performed in conjunction with AIDA submittals.</p>
<p>C. List all state or federally listed wildlife and plant resources that were observed on the site and show location on Map G. Given the plant communities on-site, list any additional state or federally listed wildlife and plant resources expected to occur on the site and show the location of suitable habitat on Map G. Additionally, address any unique wildlife and plant resources, such as colonial bird nesting sites and migrating bird concentration areas. For species that are either observed or expected to utilize the site, discuss the known or expected location and population size on-site, existence (and extent, if know) of adjacent, contiguous habitat off-site, and any special habitat requirements of the species.</p>	<p>Not applicable. AMD A will identify state or federally listed wildlife and plant resources from existing published data sources, including Florida Wildlife Commission (FWC), US Fish and Wildlife Service (USFWS), and Suwannee River Water Management District (SRWMD) data. The elapsed time between the approval of the AMD A and subsequent AIDAs may make information provided at the AMD A no longer reliable or relevant, as wildlife may migrate on- or off-site over the period of the AMD A buildout period. Observations on-site will be made at the time of AIDA</p>

D. Indicate what impact development of the site will pose to affected state or federally listed wildlife and plant resources.	Not applicable. Impacts will not be known at the AMDA level because site specific development footprints have not been established. Impacts to affected state or federally listed wildlife and plant resources will be described at the time of AIDA.
E. Discuss what measures are proposed to be taken to mitigate impacts to state and federally listed wildlife and plant resources. If protection is proposed to occur on-site describe what legal instrument will be used to protect the site, and what management actions will be taken to maintain habitat value. If protection is proposed to occur-off-site, identify the proposed amount and type of lands to be mitigated as well as whether mitigation would be through a regional mitigation land bank, by acquisition of lands that adjoin existing public holdings, or by other means.	AMDA will describe consistency with Comprehensive Plan Conservation Element Policies. Because site specific development footprints have not been identified at the AMDA, it is not possible to determine what impacts will require mitigation. Appropriate mitigation measures will be described at the time of AIDA.
Q.13: Wetlands	AMDA Response
A. If there are wetlands on the site, discuss and specify the following:	
1. Acreage and percentage of property which is currently wetlands. These wetlands should be shown on Map F, Vegetation Associations and identified by individual reference numbers.	AMDA will generally describe wetlands using existing best available published data sources, including the National Wetlands Inventory (NWI) and Florida Natural Area Inventory (FNAI).
2. Historic hydroperiods and seasonal water elevations of on-site wetlands.	Not applicable. No seasonal water elevations are available at AMDA level. Detailed data for historic hydroperiods and seasonal water elevations to be provided at AIDA
3. Acreage and location of wetlands which are to be preserved in their natural or existing state, including proposed hydroperiods, seasonal water elevations and methods for preservation.	AMDA will map existing wetlands, using best available published data, and uplands area within the Planning Areas. Proposed hydroperiods, seasonal water elevations and methods for preservation for specific wetland areas will be provided at the time of AIDA.
4. Acreage and location of areas to be enhanced, including proposed hydroperiods, seasonal water elevations and methods of enhancement.	Not applicable. Areas to be enhanced will be determined at AIDA when a site specific development footprint and plan is available.
5. Actions taken to minimize or mitigate impacts on wetland areas, including maintaining the hydroperiod and providing buffers.	AMDA will describe general strategies for mitigation and consistency with Comprehensive Plan Conservation Element Policies. Detailed data regarding mitigation to be provided at AIDA
6. Acreage and location of wetlands which will be disturbed or altered, including a discussion of the specific alterations and disturbances.	AMDA will map existing wetlands, using best available published data, and uplands area within the Planning Areas. Because site specific development footprints have not been identified at the AMDA level, it is not possible to determine the

	acreage and location of wetlands that will be disturbed or altered.
7. Precautions to be taken during construction to protect wetland areas.	AMDA will describe general strategies for protection and consistency with Comprehensive Plan Conservation Element Policies.
8. If available, provide jurisdictional determinations.	Not applicable. AMDA will generally describe wetlands using existing published data sources, including the National Wetlands Inventory (NWI). Jurisdictional determinations to be provided at AIDA (if applicable).
B. Provide any proposed plans (conceptual or specific) for created or enhanced wetland areas, including littoral lake slopes, buffers, vegetative species to be planted, etc.	Not applicable. Because site specific development footprints have not been identified at the AMDA level, there are no current plans for created or enhanced wetland areas. This information will be provided at the time of AIDA (if applicable).
Q.14: Water	AMDA Response
A. Describe the existing hydrologic conditions (both ground and surface water) on and abutting the site, including identification and discussion of any potential aquifer recharge areas. Please identify and describe any Outstanding Florida Water, Wild and Scenic Rivers, Florida Aquatic Preserves or Florida Class I or II Waters that occur within, abutting or downstream of the site.	AMDA will identify hydrologic conditions and significant natural resources using best available existing published data, including Florida Natural Area Inventory (FNAI), Florida Aquifer Vulnerability Assessment (FAVA) and Suwannee River Water Management District (SRWMD) data.
B. Describe, in terms of appropriate water quality parameters, the existing ground and surface water quality conditions on and abutting the site. (The appropriate parameters and methodology should be agreed to by the regional planning council and other reviewing agencies at the pre-application conference stage).	AMDA identify existing ground and surface water conditions using existing published data, including Florida Natural Area Inventory (FNAI) and Suwannee River Water Management District (SRWMD) data.
C. Describe the measures which will be used to mitigate (or avoid where possible) potential adverse effects upon ground and surface water quality, including any resources identified in Subquestion A.	AMDA will describe consistency with Comprehensive Plan Policies. Because site specific development footprints have not been identified at the AMDA level, it is not possible to determine if any potential adverse effects will require mitigation.
Q.15: Soils	AMDA Response
A.1 Provide a description of each of the soils indicated on Map E.	AMDA Map E will group soils into hydric, hydric with inclusions or non-hydric classes, using published data from the US Department of Agriculture. The AMDA will provide a description of all soils.
A.2. Describe the potential for subsidence and any unique geologic features (such as sand dunes, bluffs, sink-holes, springs, steep heads, etc.) on the site. Discuss what aspects of the site plan will be used to compensate for or take	Unique geologic features identified in best available existing data sources will be described.

advantage of these features.	Because site specific development footprints have not been identified at the AMDA level, it is not possible to determine the potential for subsidence. Each AIDA will describe these features in detail (if applicable).
B. Where a soil presents a limitation to the type of use proposed in the development, state how the limitation will be overcome. Specify construction methods that would be used for building, road and parking lot foundations, and for lake or canal bank stabilization as relevant.	Not applicable. Because site specific development footprints have not been identified at the AMDA level, it is not possible to determine where a particular soil presents a limitation to development. Detailed information, including construction methods, will be provided at time of AIDA
C. What steps will be taken during site preparation and construction to prevent or control wind and water soil erosion? Include a description of proposed plans for clearing and grading as related to erosion control.	AMDA will describe consistency with Comprehensive Plan Policies. Detailed information regarding proposed plans for clearing and grading to be provided at time of AIDA (if applicable)
D. To what degree and in what location(s) will the development site be altered by fill material? If known, specify the source location and composition of the fill. Also identify the disposal location for any overburden or spoil.	Not applicable. Because site specific development footprints have not been identified at the AMDA level, it is not possible to determine if fill material will be needed. Detailed information to be provided at time of AIDA
Q.16: Floodplains	AMDA Response
A. Identify and pre- and post-development flood prone areas.	<p>Pre-development flood prone areas will be generally identified at AMDA using existing published data. Because site specific development footprints have not been identified at the AMDA level, post-development flood prone areas will not be identified.</p> <p>Both pre- and post-development flood prone areas will be identified at AIDA.</p>
B. Is any development proposed within a 100-year flood prone area as identified by the Federal Emergency Management Agency? If so, indicate the appropriate Flood Insurance Rate Map (FIRM) zone designations and their locations, etc.	AMDA will address in full
C. If any structures, roadways or utilities are proposed within the post-development 100-year flood prone area, identify their location and indicate what measures will be taken to mitigate the potential flood hazard and to maintain the 100-year floodplain storage volume.	<p>The AMDA will show potential road corridors and developable areas within the Planning Areas to identify if they are within the pre-development 100-year flood prone area. The AMDA will describe consistency with Comprehensive Plan Policies regarding flood hazard mitigation.</p> <p>Because site specific development footprints have not been identified at the AMDA level, it is not possible to determine if any structures, roadways, or utilities are within the post-development</p>

	100-year flood Detailed information, including mitigation measures, will be provided at time of AIDA
D. Discuss any potential increase in the off-site flooding due to the development of this project.	Not applicable. Because site specific development footprints have not been identified at the AMDA level, it is not possible to determine if off-site flooding will occur due to the development of this project. Detailed information to be provided at time of AIDA
Q.17: Water Supply	AMDA Response
A.1 Provide a projection of the average daily potable and non-potable water demands at the end of each phase of development. If significant seasonal demand variations will occur, discuss anticipated peaks and duration.	Total potable and non-potable water demand for buildout for each Planning Area will be provided at AMDA. Development programs for each Planning Area are conceptual and subject to change at the time of AIDA. Water demand phasing will be provided at AIDA
A.2 Describe how this demand information was generated, including the identification of the consumption rates assumed in the analysis.	AMDA will describe consistency with adopted Comprehensive Plan Level of Service standards
B. Provide a breakdown of sources of water supply, both potable and non-potable, by development phase through project completion.	Potential strategies for alternative water supply will be described at AMDA. Detailed information, including sources and development phasing, to be provided at time of AIDA
C. If water wells exist on-site, locate them on Map H and specify those that will continue to be used. Also, locate on Map H all proposed on-site wells. (For residential developments, if individual wells for each lot are proposed, simply indicate the number of units to be served, general locations, and any plans for eventual phase-out). Indicate the diameter, depth, and pumping rates (average and maximum) for each of the existing wells and project this information for the proposed wells (for lots served by individual wells, this information may be grouped for projection purposes). Also, provide a breakdown of the wells with regards to potable and non-potable sources.	Existing water wells on-site will be identified for the AMDA. Detailed information regarding proposed use of water wells to be provided at time of AIDA
D. If on-site water wells are used, will this result in interference with other water wells or result in adverse impacts to underlying or overlying aquifers? Document the assumptions underlying this response.	Not applicable. It is not known if on-site water wells will be used. Detailed information regarding water wells to be provided at time of AIDA
E. Who will operate and maintain the internal water supply system after completion of the development?	AMDA will describe consistency with Comprehensive Plan Policies. Operator and maintenance provider for the internal water supply system will be identified at time of AIDA
F.1 If an off-site water supply is planned, attach a letter from the agency or firm providing service outlining: (a) the projected excess capacities of the water supply	Not applicable. Letters to be provided at time of AIDA

<p>facilities to which connection will be made at present and for each phase through completion of the project,</p> <p>(b) any other commitments that have been made for this excess capacity,</p> <p>(c) a statement of the agency or firm's ability to provide services at all times during and after development. (This agency must be supplied with the water demand and supply tables in paragraphs A and B above).</p>	
F.2 If service cannot be provided at all times during and after development, identify the required capital improvements, timing, cost, and proposed responsible entity for each phase in which service is unavailable.	Not applicable. Detailed information regarding capital improvements to be provided at time of AIDA when site specific development footprints have been established.
G. Please describe any water conservation methods or devices incorporated into the plan of development what percentage of reduction is anticipated over conventional plans?	General strategies for water conservation will be described in the AMDA. AMDA will describe consistency with Comprehensive Plan Policies. Methods for water conservation for specific development sites and estimated water reduction will be provided at AIDA
H. Indicate whether proposed water service will be provided within an established service boundary.	The AMDA will specify if proposed water service is within an established service boundary.
Q.18: Wastewater Management	AMDA Response
A. Provide, in the table given below, the projected wastewater generation at the end of each phase of development and proposed wastewater treatment. Identify the assumptions made to project this demand.	Wastewater demand at buildout for each Planning Area will be provided at AMDA. Development programs for each Planning Area are conceptual and subject to change at the time of AIDA. The AMDA will specify the intent to use central wastewater for Urban Planning Areas. Specific demand by phase and proposed wastewater treatment will be provided at AIDA
B. If applicable, generally describe the volumes, characteristics and pretreatment techniques of any industrial or other effluents prior to discharge from proposed industrial-related use(s).	Not applicable. Detailed information regarding discharge treatment for industrial uses to be provided at time of AIDA (if applicable)
C.1 If off-site treatment is planned, identify the treatment facility, and attach a letter from the agency or firm providing the treatment outlining present and projected excess capacity of the treatment and transmission facilities through buildout, any other commitments that have been made for this excess and a statement of ability to provide service at all times during or after development.	Not applicable. Letters to be provided at time of AIDA. Treatment facility to be identified at AIDA.
C.2 If service cannot be provided, identify the required capital improvements, cost, timing, and proposed responsible entity necessary to provide service at all times during and after development.	AMDA will describe consistency with Comprehensive Plan Policies. Detailed information regarding capital improvements to be provided at time of AIDA
D. If septic tanks will be used on site, indicate the number of units to be served, general locations and any plans for eventual phase-out.	Not applicable. Detailed information regarding use of septic tanks to be provided at time of AIDA

E. Indicate whether proposed wastewater service will be provided within an established service area boundary.	The AMDA will specify if proposed wastewater service is within an established service boundary.
Q.19: Stormwater Management	AMDA Response
A. Describe the existing drainage patterns on-site as shown on Map I-1, including any potential flooding and erosion problems.	Drainage patterns will be generally described at AMDA. Detailed drainage information, including potential flooding and erosion problems, to be provided for each AIDA when site specific development footprints are known.
B. Describe the various elements of the proposed drainage system shown on Map I-2, including any wetlands to be used as part of the system, and discuss the design criteria (including stage-storage/stage-discharge assumption) to be used for the various elements. Provide typical cross-sections (showing dimensions, slopes and control elevations) for any proposed lakes for swales. Identify the control elevation for all drainage structures. Include information as to what design storm will be used for what portions of the systems.	Not applicable. Detailed information regarding the proposed drainage system to be provided at time of AIDA, after site specific development footprints are known.
C. From Map I-1 and I-2, indicate the total number of acres in each drainage area and specify the acreage of any portions of drainage areas outside the site boundaries.	Total acreage of drainage area inside and outside site boundaries will be generally described at AMDA. Detailed drainage information to be provided for each AIDA
D. Specify and compare the volume and quality of run-off from the site in its existing condition to the anticipated run-off at the end of each phase of development. (The parameters to be used to define "quality" and methodology should be agreed to by the regional planning council and other reviewing agencies at the pre-application conference stage.) Identify any changes in timing or pattern of water flows between pre- and post- development conditions. Indicate what provisions will be incorporated in the design of the drainage system, including a summary description of any Best Management Practices to be used to minimize any increase in run-off from the site and to minimize any degradation of water quality in the ultimate receiving body over that occurring in its pre-development state.	Not applicable. Because site specific development footprints have not been identified at the AMDA level, it is not possible to compare the volume and quality of run-off from the site in its existing condition to the anticipated run-off. General strategies for stormwater management, which may include Low Impact Development, will be identified in the AMDA. Specific information regarding volume and quality of runoff and Best Management Practices will be provided at AIDA
E. Who will operate and maintain the drainage system after completion of the development?	AMDA will describe consistency with Comprehensive Plan Policies. Operator and maintenance provider of drainage facilities to be identified at time of AIDA
Q.20a: Solid Waste	AMDA Response
A. Provide a projection of the average daily volumes of solid waste generated at the completion of each phase of development. Use the format below and identify the assumptions used in the projection.	Solid Waste generation at buildout for each Planning Area to be described at AMDA. Development programs for each Planning Area are conceptual and subject to change at the time of AIDA.

	Detailed information for each phase to be described at AIDA.
B. 1. Please specify the extent to which this project will contain laboratories, storage facilities, and warehouse space where hazardous materials may be generated or utilized. What types of hazardous waste or toxic materials are likely to be generated? Will a hazardous materials management plan be prepared covering all uses of hazardous materials on-site? If so, please discuss contents and enforcement provisions.	Not applicable. Detailed information to be provided at time of AIDA (if applicable)
C. For all waste disposal planned (on or off site), attach a copy of the letter from the developer describing the types and volumes of waste and waste disposal areas requested, and attach a letter from the agencies or firms providing services outlining:	Not applicable. Detailed information to be provided at time of AIDA (if applicable)
Q.21: Transportation	AMDA Response [†]
A. Using Map J or a table as a base, indicate existing conditions on the highway network within the study area (as previously defined by Map J), including AADT, peak-hour directional, traffic split, levels of service and maximum service volumes for the adopted level of service (LOS). Identify the assumptions used in this analysis, including the "K" factor, directional "D" factor, facility type, number of lanes and existing signal locations. If LOS is based on some methodology other than the most recent procedures of the Transportation Research Board and Florida Department of Transportation (FDOT), this should be agreed upon at the pre-application conference stage. Identify the adopted LOS standards of the FDOT, appropriate regional planning council, and local government for roadways within the identified study area. Identify what improvements or new facilities within the study area are planned, programmed, or committed for improvement. Attach appropriate excerpts from published capital improvement plans, budgets and programs showing schedules and types of work and letters from the appropriate agencies stating the current status of the planned, programmed and committed improvements.	See Exhibit C: Transportation Methodology Agreement
B. Provide a projection of vehicle trips expected to be generated by this development. State all standards and assumptions used, including trip end generation rates by land use types, sources of data, modal split, persons per vehicle, etc., as appropriate. The acceptable methodology to be used for projecting trip generation (including the Florida Standard Urban Model Structure or the Institute of Transportation Engineers trip generation rates) shall be determined at the pre-application conference stage.	See Exhibit C: Transportation Methodology Agreement

[†]Transportation Methodology is subject to approval by the NCFRPC, in consultation with review agencies.

<p>C. Estimate the internal/external split for the generated trips at the end of each phase of development as identified in (B) above. Use the format below and include a discussion of what aspects of the development (i.e., provision of on-site employment opportunities, etc.) will account for this internal/external split. Provide supporting documentation showing how splits were estimated, such as the results of the Florida Standard Urban Transportation Model Structure (FSUTMS) model application. Describe the extent to which the proposed design and land use mix will foster a more cohesive, internally supported project.</p>	<p>See Exhibit C: Transportation Methodology Agreement</p>
<p>D. Provide a projection of total peak-hour directional traffic, with the DRI, on the highway network within the study area at the end of each phase of development. If these projections are based on a validated FSUTMS, state the source, date and network of model and TAZ projections. If no standard model is available and some other model or procedure is used, describe it in detail and include documentation showing its validity. Describe the procedure used to estimate and distribute traffic with full DRI development in subzones at buildout and at interim phase-end years. These assignments may reflect the effects of any new road or improvements that are programmed in adopted capital improvements programs and/or comprehensive plans to be constructed during DRI construction; however, the inclusion of such roads should be clearly identified. Show these link projections on maps or tables of the study area network, one map or table for each phase-end year. Describe how these conclusions were reached.</p>	<p>See Exhibit C: Transportation Methodology Agreement</p>
<p>E. Assign the trips generated by this development as shown in (B) and (C) above and show, on separate maps or tables for each phase-end year, the DRI traffic on each link of the then-existing network within the study area. Include peak-hour directional trips. If local data is available, compare average trip lengths by purpose for the project and local jurisdiction. For the year of buildout and at the end of each phase, estimate the percent impact in terms of peak-hour directional DRI trips/total peak-hour directional trips, and in terms of peak-hour directional DRI trips/existing peak-hour service volume for the desired LOS on each regionally significant roadway in the study area. Identify facility type, number of lanes and projected signal locations for the regionally significant roads.</p>	<p>See Exhibit C: Transportation Methodology Agreement</p>
<p>F. Based on the assignment of trips shown in (D) and (E) above, what modifications in the highway network (including intersections) will be necessary at the end of each phase of the development to attain and maintain local and regional level of service standards? Identify which of the above improvements are required</p>	<p>See Exhibit C: Transportation Methodology Agreement</p>

by traffic not associated with the DRI at the end of each phase. For those improvements which will be needed earlier as a result of the DRI, indicate how much earlier. Where applicable, identify Transportation Systems Management (TSM) alternatives (e.g., signalization, one-way pairs, ridesharing, etc.) that will be used and any other measures necessary to mitigate other impacts such as increased maintenance due to a large number of truck movements.	
G. Identify the anticipated number and general location of access points for driveways, median openings and roadways necessary to accommodate the proposed development. Describe how the applicant's access plan will minimize the impacts of the proposed development and preserve or enhance traffic flow on the existing and proposed transportation system. This information will assist the applicant and governmental agencies in reaching conceptual agreement regarding the anticipated access points. While the ADA may constitute a conceptual review for access points, it is not a permit application and, therefore, the applicant is not required to include specific design requirements (geometry) until the time of permit application.	See Exhibit C: Transportation Methodology Agreement
H. If applicable, describe how the project will complement the protection of existing, or development of proposed transportation corridors designated by local governments in their comprehensive plans. In addition, identify what commitments will be made to protect the designated corridors, such as interlocal agreements, right-of-way dedication, building set-backs, etc.	See Exhibit C: Transportation Methodology Agreement
I. What provisions, including but not limited to sidewalks, bicycle paths, internal shuttles, ridesharing and public transit, will be made for the movement of people by means other than private automobile? Refer to internal design, site planning, parking provisions, location, etc.	See Exhibit C: Transportation Methodology Agreement
Q.22: Air Quality	AMDA Response
A. Document the steps which will be taken to contain fugitive dust during site preparation and construction of the project. If site preparation includes demolition activities, provide a copy of any notice of demolition sent to the Florida Department of Environmental Protection ("FDEP"), as required by the National Emission Standards for Asbestos, 40 CFR Part 61, Subpart M.	AMDA will describe consistency with applicable Comprehensive Plan Policies. Detailed information regarding fugitive dust mitigation to be provided at time of AIDA
B. Specify structural or operational measures that will be implemented by the development to minimize air quality impacts (e.g., road widening and other traffic flow improvements on existing roadways, etc.). Any roadway improvements identified here should be consistent with those utilized in Question 21, Transportation.	AMDA will describe consistency with applicable Comprehensive Plan Policies. Detailed information regarding structural or operational measures to minimize air quality impacts to be provided at time of AIDA

C. Complete Table 22-1 for all substantially impacted intersections within the study area, as defined in Map J, and for all parking facilities associated with the project. Using the guidance supplied or approved by the Florida Department of Environmental Regulation, determine if detailed air quality modeling for carbon monoxide (CO) is to be completed for any of the facilities listed in the table.	Not applicable. Detailed information to be provided at time of AIDA
D. If detailed modeling is required, estimate the worst-case one-hour and eight-hour CO concentrations expected for each phase through buildout for comparison with the state and federal ambient air quality standards. Utilize methodology supplied or approved by the Florida Department of Environmental Regulation for making such estimates. Submit all air quality modeling input and output data along with associated calculations to support the modeling and explain any deviations from guidance. Provide drawings of site geometry and coordinate information for each area modeled. Show the location of the sources and receptor sites.	Not applicable. Detailed information to be provided at time of AIDA
E. If initial detailed modeling shows projected exceedance(s) of ambient air quality standards, identify appropriate mitigation measures and provide assurances that appropriate mitigating measures will be employed so as to maintain compliance with air quality standards. Submit further modeling demonstrating the adequacy of such measures.	Not applicable. Detailed information to be provided at time of AIDA
Q.23: Hurricane Preparedness	AMD A Response
A. 1. Identify any residential development proposed within the hurricane vulnerability zone delineated in the applicable regional hurricane evacuation study, regional public hurricane shelter study or adopted county peacetime emergency plan. If so, delineate the proposed development's location on the appropriate county and/or regional hurricane evacuation map and respond to questions B.(1) and B.(2) below. Proposed mobile home and park trailer developments should answer question B.(1), regardless of location, or answer questions B.(1) and B.(2) below, if proposed within the hurricane vulnerability zone or the high hazard hurricane evacuation area.	<p>AMD A will describe consistency with Comprehensive Plan Policies. AMD A will include a map that depicts the Planning Areas and the existing hurricane vulnerability zone.</p> <p>Because site specific development footprints have not been identified at the AMD A level, it is not possible to determine if any residential development occurs within the hurricane vulnerability zone delineated in the applicable regional hurricane evacuation study, regional public hurricane shelter study or adopted county peacetime emergency plan.</p>
A.2. Identify any hotel/motel or recreational vehicle/travel trailer development proposed within the high hazard hurricane evacuation area delineated in the applicable regional hurricane evacuation study, regional public hurricane shelter study, or adopted county peacetime emergency plan. If present, delineate the proposed development's location on the appropriate county or regional hurricane evacuation map and answer questions B.(1) and B.(2) below.	AMD A will identify development's location on the appropriate county or regional hurricane evacuation map.

A.3. Identify whether the proposed development is located in a designated special hurricane preparedness district.	AMDA will identify existing designated special hurricane preparedness districts
B. 1. For each phase of the development, determine the development's public hurricane shelter space requirements based on the behavioral assumptions identified in the applicable regional study or county plan. Identify the existing public hurricane shelter space capacity during the one hundred year or category three hurricane event within the county where the development is being proposed and indicate whether the county has a deficit or surplus of public hurricane shelter space during the one hundred year or category three hurricane event.	Not applicable. Detailed information to be provided at time of AIDA
B.2. For each phase of the development, determine the number of evacuating vehicles the development would generate during a hurricane evacuation event based on the transportation and behavioral assumptions identified in the applicable regional study or county plan. Identify the nearest designated hurricane evacuation route and determine what percentage of level of service E hourly directional and maximum service volume the project will utilize.	Not applicable. Detailed information to be provided at time of AIDA
C. Identify and describe any action(s) or provisions that will be undertaken to mitigate impacts on hurricane preparedness.	AMDA will describe consistency with Comprehensive Plan Policies. Specific actions or provisions will be identified at the time of AIDA when site specific development footprints are established.
Q.24: Housing	AMDA Response
A.1. If the proposed development contains residential development, provide the following information on Table 1 for each phase of the development: (Housing cost, rental range, etc)	Total residential program at buildout to be provided at AMDA. Detailed information regarding types of dwelling unit, gross rent range, and value to be provided at time of AIDA
A.2. What number and percent of lots will be sold without constructed dwelling units? What is the extent of improvements to be made on these lots prior to sale?	Not applicable. Detailed information regarding improved lots to be provided at time of AIDA after site specific development footprints have been established.
A. 3. What will be the target market for the residential development (break down by number, percent and type the number of dwelling units to be marketed for retirees, families, etc.) What portion will be marketed as second or vacation homes?	Not applicable. Detailed information regarding target market for residential development to be provided at time of AIDA after site specific development footprints have been established.
B. Indicate and discuss the availability or projected availability of adequate housing and employment opportunities reasonably accessible to the development site. Housing opportunities should be described in terms of type, tenure, and cost range and location within the following circumscribed areas: adjacent, two miles, five miles, ten miles, and within the local jurisdiction or county. Employment opportunities should be described in terms of two digit SIC code numbers located	AMDA will address available jobs-to-housing balance at buildout. Availability or projected availability of adequate housing and employment opportunities from existing published data sources will be provided (if available). AMDA will provide general strategies to address housing needs.

within the local jurisdiction with estimated distances or transit times to the development site.	<p>Detailed information addressing housing type, tenure, cost and employment opportunities to be provided at time of AIDA</p> <p>All AIDAs shall use the latest version of the North Central Florida Regional Planning Council Development of Regional Impact Affordable Housing Methodology in effect as of the date of the applicable AIDA preapplication conference to identify and mitigate adequate housing impacts pursuant to Rule 9J-2.048, Florida Administrative Code. See Exhibit D, Adequate Housing Methodology Agreement</p>
C. If displacement or relocation of existing residents will occur due to the proposed development, identify the number of people that will be affected, any special needs of these people, and any particularly in regards to their ability to find suitable replacement housing.	Not applicable. Detailed information to be provided at time of AIDA
Q.25: Police & Fire Protection	AMDA Response
A. If police/fire services, facilities or sites will be dedicated or otherwise provided on-site, describe them, specify any conditions of dedication and locate on Map H.	Police/Fire service demand and general service zones at buildout will be identified in AMDA. Facilities and sites to be identified in AIDA
B. Provide correspondence from the appropriate providers acknowledging notice of the proposed development and phasing, and indicating whether present facilities and manpower are capable of serving the project or specifying the additional manpower/equipment necessary to serve the development. If the provider is from another jurisdiction, the letter should also identify any non-facility-related problems in providing said service.	Not applicable. Letters to be provided at time of AIDA
Q.26: Recreation & Open Space	AMDA Response
A. Describe the recreational facilities and open space (including acreage) which will be provided on-site. Locate on Map H. Identify which of these areas or facilities will be open to the general public.	Recreational facility and open space demand at buildout for each Planning Area will be identified in AMDA. Development programs for each Planning Area are conceptual and subject to change at the time of AIDA. AMDA will describe consistency with recreation Level of Service standards in the Comprehensive Plan. Facilities and location to be identified in AIDA
B. Will the development remove from public access lands or waters previously used by residents of the region for hunting, fishing, boating or other recreation uses? Specify.	Detailed information regarding specific recreational uses to be provided at time of AIDA
C. Will parks and open space be dedicated to the City or County? If not, who will	AMDA will describe consistency with Comprehensive Plan

maintain the facilities?	Policies. Detailed information regarding ownership and maintenance to be provided at time of AIDA
D. Please describe how the proposed recreation and open space plan is consistent with local and regional policies.	AMDA to include general strategies to improve recreational access to public lands. AMDA will describe consistency with Comprehensive Plan Policies and North Central Florida Regional Planning Council Strategic Regional Policy Plan. Detailed information to be provided at time of AIDA
E. Does the project have the potential for impacting a recreation trail designated pursuant to Chapter 260, F.S., and Chapter 16D-7, F.A.C? If so, describe the potential impact.	Not applicable. Detailed information to be provided at time of AIDA (if applicable)
Q.27: Education	AMDA Response
A. If the development contains residential units, estimate the number of school age children expected to reside in the development. Use class breakdowns appropriate to the area in which the development is located	Estimated school age children at buildout for each Planning Area to be provided at AMDA using adopted Level of Service (LOS) standards. Development programs for each Planning Area are conceptual and subject to change at the time of AIDA. Demand for new facilities will be identified at AMDA.
B. Will school facilities or sites be dedicated or otherwise provided on the site?	AMDA will describe consistency with Comprehensive Plan Policies. Facilities and sites to be identified at time of AIDA
C. Attach a letter from the appropriate school board, acknowledging receipt of the estimated school age population information in (A) above, and providing a statement of what capital improvement adjustments would be necessary to accommodate these students.	Not applicable. Letters to be provided at time of AIDA
Q.28: Health Care	AMDA Response
A. Describe the health care services and facilities that will be required to meet the health needs generated by this project. Please provide a letter from the various providers acknowledging notice of the proposed development and ability to serve the project.	AMDA to describe health care service demand generated by project at buildout for each Planning Area. Development programs for each Planning Area are conceptual and subject to change at the time of AIDA. Letters to be provided at time of AIDA
Q.29: Energy	AMDA Response
A. Provide a projection of the average daily energy demands at the end of each development phase for each of the following: electrical power, gas, oil, coal, etc. For electrical power, also provide the peak hour demand at the end of each phase.	Energy demand at buildout for each Planning Area to be generally identified at AMDA. Development programs for each Planning Area are conceptual and subject to change at the time of AIDA. Demand by phase to be identified in AIDA
B. If there is to be an on-site electrical generating facility (post-construction)	Not applicable. Detailed information to be provided at time of

describe its proposed capacity and use.	AIDA (if applicable)
<p>C. If energy (electrical power, natural gas, etc.) is to be obtained from an off-site source, attach a letter from the firms or agencies providing service outlining:</p> <ol style="list-style-type: none"> 1. the projected excess capacities of the facilities and transmission line to which connection will be made at present and for each phase through completion of the project, 2. any other commitments that have been made for this excess capacity, 3. a statement of the supplier's ability to provide service at all times during and after development. (The supplier must be provided with demand information in (A) above.) 	Not applicable. Letters to be provided at time of AIDA
D. Describe any energy conservation methods or devices incorporated into the plan of development. What considerations relative to energy conservation will be incorporated into the site planning, landscape, and building design, and equipment and lighting selection for this project?	AMDA will describe consistency with Comprehensive Plan Policies. Detailed information to be provided at time of AIDA when site specific development footprints have been established.
Q.30: Historical/Archaeological	AMDA Response
A. Describe any known historical or archaeological sites on the development site. Provide a letter from the Department of State, Division of Historical Resources (DHR), which includes a list of known sites within the development site, the likelihood of historical or archaeological sites occurring within the development site, whether a site survey is needed, and whether any known sites are significant.	AMDA will describe known historical or archaeological sites within the Foley Master DRI boundaries using GIS data provided by DHR. Letter from DHR to be provided at time of AIDA
Q.31-38: Specific DRI Information	AMDA Response
Q.31: Airports	Not applicable. The AMDA does not propose an airport
Q.32: Attractions & Recreational Facilities	Not applicable. The AMDA does not propose an attractions & recreational facilities
Q.33: Hospitals	The AMDA will identify the development program at buildout. Specific information regarding hospital or medical clinic use to be provided at AIDA (if applicable)
Q.34: Industrial Plants & Industrial Parks	The AMDA will identify the overall development program at buildout. Specific information regarding industrial plant or industrial park use to be provided at AIDA (if applicable)
Q.35: Mining Operation	Not applicable. The AMDA does not propose mining operations
Q.36: Petroleum Storage Facilities	Not applicable. The AMDA does not propose petroleum storage facilities
Q.37: Port and Marina Facilities	Not applicable. The AMDA does not propose port or marina facilities
Q.38: Post-secondary Schools	The AMDA will identify the overall development program at

	buildout. Specific information regarding post-secondary school use to be provided at AIDA (if applicable)
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EXHIBIT C

Transportation Methodology Agreement

North Central Florida Regional Planning Council

2009 NW 67 PLACE, SUITE A, GAINESVILLE, FLORIDA 32653-1603
(352)955-2200 SUNCOM 625-2200 FAX (352) 955-2209



September 23, 2010

TO: Foley Master DRI Review Agencies

FROM: Marlie Sanderson, Director of Transportation Planning

**SUBJECT: Foley Master Development of Regional Impact
Application for Master Development Approval Transportation Methodology**

In accordance with Rule 9J-2.021(f), Florida Administrative Code, this document constitutes the North Central Florida Regional Planning Council (hereafter referred to as the "Council") transportation methodology for the Foley Master Development of Regional Impact - Application for Master Development Approval.

This transportation methodology applies to the Application for Master Development Approval (AMDA) and each Application for Incremental Development Approval (AIDA) as specified in this document.

FOLEY MASTER DRI TRANSPORTATION METHODOLOGY

The following transportation methodology follows the format of the Florida Department of Community Affairs (FDCA) Application for Development Approval. Unless otherwise stated within this methodology, the AMDA shall conform to the procedures and criteria specified in the Florida Department of Transportation (FDOT) Transportation Impact Handbook, published August 12, 2010. Unless otherwise stated in this methodology, the AIDA shall conform to the procedures and criteria specified in the latest version of the FDOT Transportation Impact Handbook in effect as of the date of the applicable AIDA preapplication conference.

Question 9 - Maps (Map J)

Information in the Question 21 Map J series shall show, within and adjacent to the study area, all U.S. highways, State roads, and all functionally-classified local roads as identified in local government comprehensive plans. The Question 21 J series maps shall also show all significantly impacted roadway segments, including the percent of project traffic of the adopted PM peak hour highway level of service maximum service volume for the segment that is just beyond the last segment being significantly impacted. This last percent of project traffic shall be less than five percent and is needed in order to demonstrate that the Applicant has identified all of the required roadway segments.

Question 21 - Transportation- General Comment

All of the information in Question 21 shall be provided unless the Applicant has been specifically instructed by the Council staff in writing that the information does not need to be submitted. All Question 21 responses (maps, tables and text) shall be in one document. A separate technical appendix may contain detailed analyses and other supporting documentation. The technical appendix can be submitted on a compact disc (CD) or digital video disc (DVD). However, the Applicant agrees to provide paper copies of the appendix to all review agencies that request a paper copy. Agency review shall include a detailed review of Question 21 and, if information is not provided, the traffic study shall not be considered sufficient.

All traffic study reports that are submitted must be “stand alone” documents that include all of the Question 21 information and do not refer or make reference to information submitted in earlier traffic studies. Also, all pages (including tables, maps and illustrations) shall have page numbers. The Applicant shall use the underline and ~~strike-out~~ technique for all sufficiency documents.

Information in the Question 21 tables shall show all significantly impacted roadway segments, including the percent of project traffic of the adopted PM peak hour highway level of service maximum service volume for the segment that is just beyond the last segment being significantly impacted. This last percent of project traffic shall be less than five percent and is needed in order to demonstrate that the Applicant has identified all of the required roadway segments.

Land Use Trip Conversion Matrix

The Applicant and the Council staff agree that a Land Use Trip Conversion Matrix shall not be used for the AMDA or subsequent AIDAs.

A. Existing Conditions on the Highway Network within the Study Area

Existing conditions and analysis assumptions shall be described in the AMDA and subsequent AIDAs. For the AMDA, the FDOT District 2, Florida State Highway System Level of Service Report, 2008, shall be used to determine the Maximum Service Volume for all FDOT roadways. In addition, for the AMDA, the Generalized Service Volume Tables published in the FDOT 2009 Quality/Level of Service Handbook (with addendums and corrections) shall be used to determine the maximum service volume for all other roadways.

All AIDAs shall use the latest version of the FDOT District 2, Florida State Highway System Level of Service Report in effect as of the date of the applicable AIDA preapplication conference to determine the Maximum Service Volume for all FDOT roadways. In addition, all AIDAs shall use the Generalized Service Volume Tables published in the latest version of the FDOT Quality/Level of Service Handbook (with addendums and corrections) in effect as of the date of the applicable AIDA preapplication conference to determine the maximum service volume for all other roadways.

Traffic Count Procedures

For the AMDA, the Applicant shall use FDOT Year 2008 PM peak hour traffic counts as published in the FDOT District 2, Florida State Highway System Level of Service Report, 2008, for State roads and the most recent traffic counts available for County roads. For all AIDAs, the Applicant shall use FDOT PM peak hour traffic counts published in the latest version of the Florida State Highway System Level of Service Report, in effect as of the date of the applicable AIDA preapplication conference, for State roads and the most recent traffic counts available for County roads. The Applicant shall contact FDOT, City of Perry and Taylor County to provide existing traffic count data for roadway segments. If traffic counts are taken by the Applicant, they shall not be taken during public school breaks and federal holidays.

For the AMDA, supplemental traffic counts on non-Strategic Intermodal System (SIS) roads taken by the Applicant, as well as the determination of K and D factors, shall follow FDOT guidelines established in the FDOT 2009 Quality/Level of Service Handbook (with addendums and corrections). For all AIDAs, supplemental traffic counts on non-Strategic Intermodal System (SIS) roads taken by the Applicant, as well as the determination of K and D factors, shall follow FDOT guidelines established in the latest version of the FDOT Quality/Level of Service Handbook (with addendums and corrections) in effect as of the date of the applicable AIDA preapplication conference. Any Applicant's "measured K" shall not be acceptable if it is inconsistent with FDOT's recommended minimum K factors for non-Strategic Intermodal System (SIS) State roads. K factors used for County Roads shall require concurrence by the Council staff, in consultation with review agencies. All sources of existing traffic counts shall be provided in the analysis tables and actual counts, as well as calculations, shall be provided in an appendix.

For the AMDA, PM peak hour counts shall be calculated by multiplying the AADT by the K^{100} factor pursuant to the FDOT 2009 Quality/Level of Service Handbook (with addendums and corrections) for non-State roads. For all AIDAs, PM peak hour counts shall be calculated by multiplying the AADT by the K^{100} factor pursuant to the latest version of the FDOT Quality/Level of Service Handbook (with addendums and corrections) in effect as of the date of the applicable AIDA preapplication conference.

Highway Level of Service Procedures

For the AMDA, all traffic data and analyses shall use the highway level of service (LOS) segmentation specified in the City of Perry and Taylor County Comprehensive Plans for local roads and approved FDOT corridor segmentation for State Roads as delineated in the FDOT District 2, Florida State Highway System 2008 Level of Service Report. For all AIDAs, all traffic data and analyses shall use the highway level of service (LOS) segmentation specified in the City of Perry and Taylor County Comprehensive Plans for local roads and approved FDOT corridor segmentation for State roads as delineated in the latest version of the FDOT District 2, Florida State Highway System Level of Service Report in effect as of the date of the applicable AIDA preapplication conference.

For the AMDA, data collection and analysis shall conform to criteria in the Transportation Research Board (TRB) Highway Capacity Manual 2000; U.S. Customary Version and FDOT 2009 Quality/Level of Service Handbook (with addendums and corrections). Default values from the most recent version of the FDOT 2009 Quality/Level of Service Handbook (with addendums and corrections) can be used when recent data is not available for any roadway segment.

For all AIDAs, data collection and analysis shall conform to criteria in the latest version of the Transportation Research Board Highway Capacity Manual, U.S. Customary Version and FDOT Quality/Level of Service Handbook (with addendums and corrections) in effect as of the date of the applicable AIDA preapplication conference. Default values from the latest version of the FDOT Quality/Level of Service Handbook (with addendums and corrections) in effect as of the date of the applicable AIDA preapplication conference can be used when recent data is not available for any roadway segment.

Modifications

For the AMDA, transportation system modifications scheduled for construction and affecting capacity located within the project study area and specified in FDOT, Florida's Adopted Five-Year Work Program, July 1, 2010 through June 30, 2015, published July 1, 2010 (with subsequent amendments and corrections), the City of Perry Comprehensive Plan Capital Improvements Element and the Taylor County Comprehensive Plan Capital Improvements Element shall be identified and mapped. Only those projects identified for construction within the first three years of the above mentioned programs in effect on the date that this agreement was executed shall be considered for the existing and future roadway network as applicable. Also, information on roadway modifications committed by other approved developments (if applicable), not contained in these listed documents, shall be obtained from the City of Perry, Taylor County or other applicable local jurisdictions.

For all AIDAs, transportation system modifications, scheduled for construction and affecting capacity located within the project study area and specified in the latest version of the FDOT Adopted Five-Year Work Program (with subsequent amendments and corrections) in effect as of the date of the applicable AIDA preapplication conference, the City of Perry Comprehensive Plan Capital Improvements Element in effect in effect as of the date of the applicable AIDA preapplication conference and the Taylor County Comprehensive Plan Capital Improvements Element in effect in effect as of the date of the applicable AIDA preapplication conference shall be identified and mapped.

Only those projects identified for construction within the first three years of the above mentioned programs in effect as of the date of the applicable AIDA preapplication conference shall be considered for the existing and future roadway network. Also, information on roadway modifications committed by other approved developments (if applicable), not contained in these listed documents, shall be obtained from the City of Perry, Taylor County or other applicable local jurisdictions.

B. Provide a Projection of Vehicle Trips Expected to be Generated by this Development

For the AMDA, the Applicant shall use the Institute of Transportation Engineers (ITE), Trip Generation, 8th Edition, published in 2008, and ITE, Trip Generation Handbook, Second Edition, published in 2004, for trip generation at build-out and shall provide all necessary input data for agency review and verification purposes. For all AIDAs, the Applicant shall use the latest version of the ITE Trip Generation, and the ITE Trip Generation Handbook, in effect as of the date of the applicable AIDA preapplication conference for trip generation at build-out and shall provide all necessary input data for agency review and verification purposes. Trip generation shall be based upon the future buildout conditions of the development program described for each Planning Area in the AMDA.

The Applicant shall provide both daily and PM peak hour trip generation estimates. Additionally, both daily and PM peak hour trip generation tables shall indicate land use quantities and generation. For the AMDA, the use of rates versus equations for trip generation shall be guided by the principles stated in the ITE, Trip Generation Handbook, Second Edition, published in 2004. For the AIDA, the use of rates versus equations for trip generation shall be guided by the principles stated in the latest version of the ITE Trip Generation Handbook in effect as of the date of the applicable AIDA preapplication conference.

For the AMDA, if a proposed use in the Foley Master Development of Regional Impact is not listed in ITE, Trip Generation, 8th Edition, and there is no comparable land use that Council staff, in consultation with review agencies, can agree upon, the Applicant shall submit a special trip generation study that shows trip generation rates based on professionally acceptable techniques, such as the ITE, Trip Generation Handbook, Second Edition, published in 2004. For all AIDAs, if a proposed use in the Foley Master Development of Regional Impact is not listed in the latest version of ITE Trip Generation in effect as of the date of the applicable AIDA preapplication conference and there is no comparable land use that Council staff approves, in consultation with review agencies, the Applicant shall submit a special trip generation study that shows trip generation rates based on professionally acceptable techniques, such as the latest version of ITE Trip Generation Handbook in effect as of the date of the applicable AIDA preapplication conference. Acceptance of the Applicant's special trip generation study shall require concurrence by Council staff, in consultation with review agencies.

The Applicant shall represent all land uses and trip generation information at the maximum levels that shall be included in the accompanying Future Land Use Amendment (in keeping with the Department of Community Affairs methodology). If the Applicant anticipates drive-through facilities being a part of the development, the trip generation associated with those uses shall be included in the analysis.

Study Area

The study area shall be based upon PM peak hour traffic. For the AMDA, facility service volumes that are used to determine the level of significance shall be based upon the maximum service volumes (MSVs) contained in the Generalized Service Volume Tables published in the FDOT 2009 Quality/Level of Service Handbook (with addendums and corrections) for the adopted level of service standard. For all AIDAs, facility service volumes that are used to determine the level of significance shall be based upon the maximum service volumes (MSVs) contained in the Generalized Service Volume Tables in the latest version of the FDOT Quality/Level of Service Handbook (with addendums and corrections) in effect as of the date of the applicable AIDA preapplication conference for the adopted level of service standard.

Roadway segments that are impacted by project traffic that are five percent or greater of the adopted service volume shall be identified as within the project study area. The determination of project traffic significance shall be consistent with Rule 9J-2.045, F.A.C. Project traffic significance shall be based on the traffic from cumulative project land uses (i.e. existing plus proposed land uses). Identified roadway segments in the project study area shall include at least one segment beyond the five percent significance threshold and is required in order to demonstrate that the Applicant has identified all of the necessary facilities and that project related traffic is not significant.

Land Use

The information in Exhibit 1 identifies the ITE codes of the Foley Master DRI for each of the 10 planning areas.

Land Use Codes - Institute of Transportation Engineers Trip Generation Report

For the AMDA, all trip generation rates (PM and daily) shall be based on the ITE, Trip Generation, 8th Edition, published in 2008, and the ITE Trip Generation Handbook, Second Edition, published in 2004. For all AIDAs, all trip generation rates (PM and daily) shall be based on the latest version of the ITE, Trip Generation and the ITE, Trip Generation Handbook in effect as of the date of the applicable AIDA preapplication conference. The Applicant shall identify specific land use codes from the Trip Generation Report and Trip Generation Handbook that are associated with each of the proposed land use categories.

Modal Split

All project external trips shall be assigned to the highway network.

C. Estimate the Internal/External Split for Trips Generated

The Applicant shall develop internal capture and pass-by trips based upon professionally accepted techniques.

Internal Capture

With respect to internal capture, Exhibit 2 identifies the internal capture for each of the 10 planning areas that will be used in determining external project trips to be distributed and assigned to the roadway network in items D and E below for the AMDA. Internal capture estimates for the AMDA ~~shall be~~ are based upon the future buildout conditions of the development program described for each Planning Area in the AMDA.

In order to demonstrate the internal capture estimates, the site specific development footprints for each Planning Area at the AIDA stage shall exhibit design characteristics, such as compactness, connectivity and walkability, and locational characteristics, such as remoteness and isolation. The Applicant may propose alternative internal capture rates for each planning area during the AIDA review process, subject to approval by the Council staff, in consultation with review agencies. In addition, the Council staff, in consultation with review agencies, may propose alternative internal capture rates for each planning area during the AIDA review process. The Applicant shall contact Council staff to schedule a meeting with review agencies to review the internal capture rates and obtain Council staff approval, in consultation with review agencies, before an AIDA is submitted.

Pass-by Trips

With respect to pass-by trips, the Applicant shall propose a number for the review agencies to consider. However, pass-by trips shall only apply to retail land uses. The Applicant shall contact Council staff to schedule a meeting with the review agencies to review pass-by trip results and obtain Council staff approval, in consultation with review agencies, before the AMDA or an AIDA is submitted.

D. Total Peak Hour Traffic, With the Master Development of Regional Impact

For the AMDA, PM peak hour project traffic shall be distributed and assigned to the highway network at future buildout conditions of the development program described for each Planning Area in the AMDA. Trips shall be assigned to the existing roadway network because no significant improvements are currently planned or programmed.

For all AIDAs, PM peak hour trips shall be distributed and assigned to the highway network. Trip distribution and assignment estimates for all AIDAs shall be based upon the development program for each applicable planning area in the AIDA.

The Turnpike Statewide Model shall be used for distribution and assignment of project trips for the AMDA. The FDOT District 2 model shall be used for distribution and assignment of project traffic to State roads for the AIDAs. If not available at the date of the preapplication conference for an AIDA, the Applicant shall use the Turnpike Statewide Model for such AIDA to distribute and assign project traffic to State roads. For AIDAs, if the Turnpike Statewide Model is used to distribute and assign project traffic to State roads, project traffic shall be distributed and assigned to County roads through a manual gravity method of matching productions and attractions.

The results of the distribution and assignment of project trips may be manually adjusted by the Applicant, subject to approval by the Council staff, in consultation with review agencies. In addition, the results of the distribution and assignment of project trips may be manually adjusted by the Council staff, in consultation with the review agencies. Project trip distribution shall be shown graphically on a roadway network map.

Background Traffic

The Foley Master Development of Regional Impact Transportation Analysis shall calculate an annual traffic growth rate for the purposes of estimating non-project traffic volumes on the roadway network based upon historic traffic counts. Exhibit 3 contains the annual growth rate methodology. The Applicant shall contact Council staff to schedule a meeting with the review agencies to review growth rate results and obtain Council staff approval, in consultation with review agencies, before the AMDA and each AIDA is submitted.

E. Assign Trips Generated by this Development

No data currently exists regarding average trip lengths by each trip purpose for Taylor County. General data is provided in the EAR-based Comprehensive Plan Amendment data and analysis. No detailed data shall be provided in the AMDA for comparison of trip length by trip purpose.

The percentage impact in terms of AMDA PM peak hour (PH) trips/total PH trips and AMDA PH trips/PH adopted level of service (LOS) volume for each regionally significant facility shall be provided in the AMDA. PM peak hour trip estimates for the AMDA shall be based upon the future buildout conditions of the development program described for each Planning Area in the AMDA.

Recommended changes in facility type for each regionally significant facility shall be provided. Projected signal locations shall not be provided in the AMDA because they are not reliable or relevant 25 years in the future. Projected signal locations shall be provided in the AIDA.

The Applicant shall provide maps that indicate the following information on each road segment: distribution percentages, background trips and proposed project trips. The Applicant shall provide a text discussion of the methodology applied to determine background trips, as well as the determination of applied PM peak hour factors.

F. Modifications in the Highway Network Necessary

Needed highway modifications to maintain the adopted LOS standard at buildout shall be identified. These modifications may consist of adding travel lanes to deficient highways (such as widening two lane roads to four lanes), identification and preservation of new roadway corridors, improving connectivity and/or reducing impacts of deficient facilities. These modifications shall be coupled with land use strategies that provide transportation benefits to maintain LOS standards. Corridors shall be identified at a conceptual level in the AMDA. Improvements identified for the AMDA shall be based upon the future buildout conditions of the development program described for each Planning Area in the AMDA. The data and analysis provided by the Applicant shall be of sufficient detail to show that identified highway modifications will maintain adopted LOS standards at buildout.

Intersection analyses and identification of needed intersection modifications shall not be included in the AMDA. Intersection analyses and identification of needed intersection modifications shall be included in subsequent AIDAs. Detailed analyses of future corridors and connections (exact location and timing) shall be provided in the traffic analyses to be provided at time of AIDA for those corridors impacted by the AIDA.

Highway Level of Service Analysis

Roadway segments that carry PM peak hour project trip volumes greater than five percent of the adopted LOS standard maximum volume shall be identified. Segments that meet this criterion, and whose peak hour traffic exceeds the adopted LOS standard maximum volumes, shall be considered adverse (deficient). These segments shall be analyzed to determine what modifications are needed to correct those deficiencies.

To determine the adverse links within the study area for the AMDA, the Applicant shall use the maximum service volumes (MSVs) contained in FDOT District 2, Florida State Highway Level of Service Report, 2008, for the adopted level of service standard for all FDOT roadways. FDOT Generalized Tables as published in the FDOT 2009 Quality/Level of Service Handbook (with addendums and corrections) shall be used to determine the Maximum Service Volumes (MSV) for all other roadways

To determine the adverse links within the study area for AIDAs, the Applicant shall use the maximum service volumes (MSVs) contained in the latest edition of the FDOT District 2, Florida State Highway Level of Service Report in effect as of the date of the applicable AIDA preapplication conference for the adopted level of service standard for all FDOT roadways. FDOT Generalized Tables in the latest published version of the FDOT Quality/Level of Service Handbook (with addendums and corrections) in effect as of the date of the applicable AIDA preapplication conference shall be used to determine the Maximum Service Volumes (MSV) for all other roadways.

However, if the Applicant and the Council staff, in consultation with review agencies, agree that Generalized Tables published by FDOT are not appropriate for a given roadway segment for the AMDA, the Applicant may calculate Maximum Service Volumes (MSV) using Transportation Research Board, Highway Capacity Manual 2000; U.S. Customary Version, and/or highway capacity software (HCS), FDOT 2009 Quality/Level of Service Handbook (with addendums and corrections), or a methodology determined by Council staff, in consultation with review agencies, as having comparable reliability. For the AMDA, the only tools Council staff will accept for roadway analysis (automobile) for planning purposes are the Generalized Service Volume Tables published in the FDOT 2009 Quality/Level of Service Handbook (with addendums and corrections), LOSPLAN, and the Transportation Research Board, Highway Capacity Manual 2000; U.S. Customary Version and/or highway capacity software (HCS), each applied at the proper level of analysis. Operational analyses based on other tools, such as CORSIM, may be submitted, subject to approval by the Council staff, in consultation with review agencies.

If the Applicant and the Council staff, in consultation with review agencies, agree that Generalized Tables published by FDOT are not appropriate for a given roadway segment for an AIDA, the Applicant may calculate the Maximum Service Volume (MSV) using the latest version of the Transportation Research Board, Highway Capacity Manual; U.S. Customary Version, in effect as of the date of the applicable AIDA preapplication conference and/or highway capacity software (HCS), the latest version of the FDOT Quality/Level of Service Handbook (with addendums and corrections) in effect as of the date of the applicable AIDA preapplication conference, or a methodology determined by Council staff, in consultation with review agencies, as having comparable reliability.

For all AIDAs, the only tools Council staff will accept for roadway analysis (automobile) for planning purposes are the Generalized Service Volume Tables published in the latest version of the FDOT Quality/Level of Service Handbook (with addendums and corrections) in effect as of the date of the applicable AIDA preapplication conference, LOSPLAN, and the latest version of the Transportation Research Board, Highway Capacity Manual; U.S. Customary Version in effect as of the date of the applicable AIDA preapplication conference and/or highway capacity software (HCS), each applied at the proper level of analysis. Operational analyses based on other tools, such as CORSIM, may be submitted, subject to approval by the Council staff, in consultation with review agencies.

The analysis shall be provided for the following scenarios:

- Existing (Base) year and

- Future year (Base + Growth + Project) without modifications.

- Future year analysis with modifications (as needed) shall be provided in the AIDA.

Intersections and Interchange Ramps to be Analyzed- FOR AIDAs ONLY

The specific number and location of both signalized and unsignalized intersections, as well as interchange ramps to be analyzed, shall be determined at a meeting with the review agencies after trip distribution. The Applicant will be responsible for analyzing all critical intersections identified by Council staff, in consultation with review agencies, and will provide graphics indicating project, background and total volumes by movement. Where roadway segments have been determined to be significant, the signalized intersections along significant segments shall be deemed to be significant.

Intersection Analysis- General- FOR AIDAs ONLY

Intersections will be analyzed using Synchro software. Council staff will request that FDOT provide the Applicant with copies, if any, of approved Synchro analyses of facilities and intersections within the study area. The analysis shall document and source any changes to the default values of the software or data from FDOT District 2 approved Synchro analyses. The analyses for existing and future without improvement conditions shall not be optimized.

All future year analyses shall maintain the adopted level of service and the volume to capacity ratio (v/c) shall not exceed 0.99 on all approach movements. The intersection level of service shall be based on the most restrictive level of service standard for the intersecting roadways. Roadways with two or more signalized intersections shall be evaluated in a coordinated manner, as determined by Council staff, in consultation with review agencies, depending on field conditions and distance between intersections. The Applicant will provide the Synchro files to Council staff, Taylor County staff and FDOT. In addition, the Synchro results shall be provided in Highway Capacity Software (HCS) format. Truck counts shall be taken on City and County roadways that are designated truck routes. For State roadways, the percent trucks shall be 50 percent of the T-factor included in the most recent FDOT Florida Traffic Information (FTI) CD.

The analysis shall be provided for the following scenarios:

- Existing (Base) year;
- Future year (Base + Growth + Project) without modifications; and
- Future year (Base + Growth + Project) with modifications (as needed).

Existing signal timings shall be used for all scenarios unless approval is given by Council staff, in consultation with review agencies. Modifications to signal timing are not an acceptable form of mitigation to ensure that the intersection operates at the adopted level of service standard. If modifications to the intersection geometry or the installation of new traffic signal(s) are proposed to mitigate impacts associated with the proposed development, and the proposed modifications are located within a coordinated system, the cycle length shall be consistent for the corridor (corridor operates as a coordinated system). Signal timing and coordination information can be obtained by contacting FDOT. All assumptions shall be documented and included in the technical appendix for all submittals.

To determine turning movement volumes for future background traffic, the existing PM peak hour link volumes and the future year link volumes without the project shall be multiplied by the percent turns obtained from the present day turning movement counts. PM peak hour link volumes shall be obtained consistent with the trip assignment procedures discussed earlier in Section E.

Project traffic shall be added to all intersection movements once the future year intersection volumes have been determined. The analysis shall be performed for the pm peak hour. Intersection turning movement illustrations shall be provided for existing and future year scenarios. For the future year, the illustrations shall clearly indicate the breakdown of existing traffic, background growth, project traffic and total traffic.

Adequate turn lane storage must be provided where needed to accommodate the average back of queue. Supporting documentation shall be provided that shows that adequate turn lane storage has been provided. Intersection modifications will include the provision of receiving lanes where needed.

The Applicant shall provide concept sketches that illustrate any proposed intersection geometric modifications.

Intersection Analysis- TURNS5A- FOR AIDAs ONLY

The use of intersection analysis software TURNS5A is only acceptable in situations where a new roadway is planned creating a new intersection or a new “leg” is being added (i.e., T-intersection modified into a 4-way intersection). TURNS5A may only be used to help forecast the future turn movements at new intersections or for new intersection legs.

Needed Intersection Modifications- FOR AIDAs ONLY

The following procedures shall be used to determine if modifications are needed at intersections include testing to determine if the impacts are both significant and adverse (deficient). These terms are defined as follows:

Significant- Development of Regional Impact traffic is determined to be significant if it uses five percent or more of the adopted PM peak hour level of service maximum service volume of the roadway segment.

Adverse- An adverse (deficient) impact is when the intersection is projected to be operating below the adopted level of service standard.

The procedures used to analyze intersections include the following three tests:

Test 1 - Is the signalized intersection located on a roadway segment significantly impacted by a Development of Regional Impact?

Test 2 - Is the total Development of Regional Impact traffic at any approach to the intersection from Test 1 five percent or more of the service volume?

Test 3 - For intersections that meet both Test 1 and 2, does Development of Regional Impact traffic in a failing turn movement exceed five percent or more of the total lane group capacity for that movement?

If the results of the above tests are a significant and adverse (deficient) impact, modifications must be identified by the Applicant that will allow the turning movement or movements that are adversely affected to operate at an acceptable level of service.

G. Identify the anticipated number and general location of access points for driveways, median openings and roadways necessary to accommodate the proposed development

Information regarding access management shall be provided at time of AIDA after site specific development footprints have been established. A context-sensitive access management plan shall be developed for each AIDA.

H. If applicable, describe how the project will complement the protection of existing or development of proposed transportation corridors designated by local governments in their comprehensive plans

The Applicant shall identify how all proposed Foley Master Development of Regional Impact modifications shall be consistent with the Capital Improvements Element of the City of Perry Comprehensive Plan and the Capital Improvements Element of the Taylor County Comprehensive Plan with respect to the protection of existing corridors or development of proposed transportation corridors, including those provisions identified below in Question 21-I. The AMDA shall identify conceptual corridors in anticipated additional general travel desire paths.

All AIDAs shall include detailed corridor studies that provide detailed information regarding alignment, location, number of lanes, and access management. Corridor studies shall be conducted for each corridor that traverses an AIDA and for each corridor that provides a reliever route for an adversely impacted regional facility identified in the AIDAs.

I. What provisions, including but not limited to sidewalks, bicycle paths, internal shuttles, ridesharing and public transit will be made

The AMDA shall describe consistency with Taylor County Comprehensive Plan policies. Detailed information regarding intermodal travel provisions, including sidewalks, bicycle paths, internal shuttles, ridesharing and public transit, shall be provided at time of each AIDA. Detailed information, such as internal design, site planning, parking provisions and location, shall be provided in each AIDA after site specific development footprints are established.



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Exhibit 1
Foley
Master Development of Regional Impact
ITE Land Use Codes by Planning Area
September 10, 2010

Planning Area 1:

Land Use Category: Coastal Village

Maximum residential development: 4,658 units, potentially consisting of the residential types listed below:

LAND USE FOR TRIP GENERATION

210 - Single Family Detached	2,833	DUs
230 - Residential Condominium/Townhouse	1,235	DUs
220 - Apartments	540	DUs
720 - Medical Office	15,000	sq. ft.
750 - Office Park	145,000	sq. ft.
110 - General Light Industrial	125,000	sq. ft.
820 - Shopping Center	360,000	sq. ft.
610 - Hospital ¹	150	beds
310 - Hotel	300	rooms
550 - University/College	100	employees
460 - Arena	6	acres

Planning Area 2/3:

Land Use Category: Coastal Village

Maximum residential development: 2,285 units, potentially consisting of the residential types listed below:

LAND USE FOR TRIP GENERATION

210 - Single Family Detached	1,255	DUs
230 - Residential Condominium/Townhouse	778	DUs
220 - Apartments	252	DUs
710 - General Office Building	55,600	sq. ft.
720 - Medical Office	7,200	sq. ft.
820 - Shopping Center	133,000	sq. ft.
310 - Hotel	100	rooms



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Planning Area 4/5/6:

Land Use Category: Coastal Village

Maximum residential development: 2401 units, potentially consisting of the residential types listed below:

LAND USE FOR TRIP GENERATION

210 - Single Family Detached	1,294	DUs
230 - Residential Condominium/Townhouse	855	DUs
220 - Apartments	252	DUs
710 - General Office Building	116,000	sq. ft.
720 - Medical Office	9,200	sq. ft.
820 - Shopping Center	244,000	sq. ft.
310 - Hotel	150	rooms

Planning Area 7:

Land Use Category: Coastal Village

Maximum residential development: 5,050 units, potentially consisting of the residential types listed below:

LAND USE FOR TRIP GENERATION

210 - Single Family Detached	3,241	DUs
230 - Residential Condominium/Townhouse	1,389	DUs
220 - Apartments	420	DUs
720 - Medical Office	15,000	sq. ft.
750 - Office Park	157,000	sq. ft.
820 - Shopping Center	392,000	sq. ft.
610 - Hospital ¹	150	beds
310 - Hotel	150	rooms
110 - General Light Industrial	125,000	sq. ft.

Planning Area 8:

Land Use Category: Coastal Village

Maximum residential development: 419 units, potentially consisting of the residential types listed below:

LAND USE FOR TRIP GENERATION

210 - Single Family Detached	293	DUs
230 - Residential Condominium/Townhouse	126	DUs
710 - General Office Building	12,100	sq. ft.
720 - Medical Office	3,600	sq. ft.
820 - Shopping Center	31,400	sq. ft.



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Planning Area 13:

Land Use Category: Suburban Village

Maximum residential development: 910 units, potentially consisting of the residential types listed below:

LAND USE FOR TRIP GENERATION

210 - Single Family Detached	483	DUs
230 - Residential Condominium/Townhouse	427	DUs

Planning Area 15:

Land Use Category: Suburban Village

Maximum residential development: 2,780 units, potentially consisting of the residential types listed below:

LAND USE FOR TRIP GENERATION

210 - Single Family Detached	1,946	DUs
230 - Residential Condominium/Townhouse	834	DUs
710 - General Office Building	91,400	sq. ft.
720 - Medical Office	3,600	sq. ft.
820 - Shopping Center	210,000	sq. ft.

Planning Area 16:

Land Use Category: Regional Employment Center

Maximum residential development: 4,004 units, potentially consisting of the residential types listed below:

LAND USE FOR TRIP GENERATION

210 - Single Family Detached	2,072	DUs
<u>230</u> 254 - Residential Condominium/Townhouse	888	DUs
220 - Apartments	1,044	DUs
710 - General Office Building	239,000	sq. ft.
720 - Medical Office	25,000	sq. ft.
110 - General Light Industrial	400,000	sq. ft.
820 - Shopping Center	444,000	sq. ft.
310 - Hotel	150	rooms
610 - Hospital ¹	300	beds
550 - University/College	300	employees
460 - Arena	52	acres



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Planning Area 14

Land Use Category: Conservation Community

Maximum residential development: 1,066 units, potentially consisting of the residential types listed below:

LAND USE FOR TRIP GENERATION

210 - Single Family Detached	1,066	DUs
820 - Shopping Center	86,000	sq. ft.
710 - General Office Building	40,000	sq. ft.

Planning Area 19

Land Use Category: Rural Village

Maximum residential development: 2,100 units, potentially consisting of the residential types listed below:

LAND USE FOR TRIP GENERATION

210 - Single Family Detached	2,100	DUs
710 - General Office Building	67,400	sq. ft.
720 - Medical Office	3,600	sq. ft.
820 - Shopping Center	165,000	sq. ft.

¹The Foley Master DRI contemplates a medical facility or clinic, but has used the term "hospital" consistent with the Application for Development Approval form.

Note: Exhibit 1 is consistent with Tech Memo # 2 contained in the data and analysis for the recently adopted Comprehensive Plan Amendment (with the exception of the removal of planning areas 11, 12 and 18).



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Exhibit 2
Foley
Master Development of Regional Impact
Internal Capture by Planning Area
September 9, 2010

Purpose

The purpose of this memo is to document the justification for internal capture rates to be used for the Foley Application for Master Development Approval (AMDA) in Taylor County, Florida. It is anticipated that these ratios may be revised in subsequent Applications for Incremental Development Approval, based on justification provided at that time.

Data was collected in November 2008 for a FDOT District 2 Internal Capture Study. Internal capture was calculated by hose counts and over 700 surveys. Internal capture is expressed in a range of the lowest to highest possible. Preliminary results from 2 developments indicate:

- Magnolia Parke Internal Capture = 24% to 27%
- Tioga Town Center Internal Capture = 29% to 33%

The AMDA would certainly expect to capture the high end number reported in these studies and would reasonably be expected to substantially exceed these numbers for the following reasons:

- AMDA is more isolated and remote.
- AMDA will be designed as a walkable community.
- AMDA will have fewer competing external opportunities.
- AMDA analysis is for the build-out condition, which is when internal capture should be the highest.
- Each Planning Area in the AMDA is significantly larger in scale than the sampled sites (with the exception of 2 PA's, for which a lower internal capture rate is proposed.
- AMDA planning areas have well-matched productions and attractions (ie, amount of non-residential development is driven by residential need)
- AMDA will have a high degree of internal connectivity
- AMDA mix of uses includes civic and other "complete neighborhood" uses



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Internal Capture Rate - Process for AMDA Transportation Analysis

The Applicant is voluntarily submitting an Application for Master Development Approval for the land, consistent with the Taylor County (a State-designated Rural Area of Economic Concern) Vision and the Taylor County Comprehensive Plan. This vision and plan include preserving the rural character of the County, creating self-sustained communities, and facilitating economic development.

Individual internal capture rates will be calculated for each of the 10 planning areas, based on a number of factors, including the following:

- ④ Land use characteristics, such as
 - Scale
 - Density/Intensity
 - Mix of uses
 - Type of uses
 - Balance of productions and attractions
- ④ Design characteristics, such as
 - Compactness
 - Connectivity
 - Walkability
- ④ Locational Characteristics, such as
 - Remoteness, Isolation
 - Competing external opportunities

The requested internal capture rates by planning area reflect these land use, design and locational characteristics. For instance, the rate includes an assumption that a number of trips within the planning area will be satisfied through walking (due to compact, connected, walkable design and mix of uses), having the effect of reducing the number of external project trips. The requested internal capture rate for each planning area, along with the justification for same, is listed below.

- ④ **Planning Area 1 (Coastal Village) - 45%**
 - Similar to St. Simons Island Analogue - 79% ICR
 - Remote - 30 miles to Perry; Steinhatchee nearby, but small compared to PA
 - Good balance of productions & attractions
 - Complete Neighborhoods Objective, Policies
 - Compact, connected, walkable
 - Conclusion: Realistic ICR=70%-80%
 - Assume 45% as conservative approach



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- ④ **Planning Area 2/3 (Coastal Village) - 40%**
 - See PA 1 comments
- ④ **Planning Area 4/5/6 (Coastal Village) - 40%**
 - See PA 1 comments
- ④ **Planning Area 7 (Coastal Village) - 45%**
 - See PA 1 comments
- ④ **Planning Area 8 (North Keaton Coastal Village) - 25%**
 - See PA 1 comments. (However, this PA is smaller scale, so less internal capture/more interaction with other nearby planning areas. Similar scale to Tioga, but more remote, better design at build-out vs. when collected for Tioga.
- ④ **Planning Area 13 (Perry North Suburban Village) - 25%**
 - Similar scale to PA 8 and Tioga. More remote.
- ④ **Planning Area 14 (NW Perry Conservation Community) - 40%**
 - Self-contained Neighborhood Objective, Policies
 - Compact, connected, walkable
- ④ **Planning Area 15 (Woods Creek Suburban Village) - 40%**
 - Complete Neighborhood Objective, Policies
 - Compact, connected, walkable
- ④ **Planning Area 16 (Hampton Fenholloway Regional Employment Center) - 45%**
 - Very large scale & substantial mix of uses
 - Lots of interaction between uses
 - Hotel and Retail
 - Hotel and University
 - Retirement and University
 - Hospital and Retirement, etc.
 - Complete Neighborhood Objective, Policies
 - Compact, connected, walkable
- ④ **Planning Area 19 (Hampton Springs Fenholloway Rural Village) - 40%**
 - Complete Neighborhood Objective, Policies
 - Compact, connected, walkable
 - High internal capture expected, large scale, good a mix of uses

Exhibit 2A
Internal Capture Rate
Comparison of Characteristics
Collected Data vs. Proposed Planning Areas

Factors that Effect Internal Capture	Collected Data Sites		Planning Areas	Notes
	24% - 27%	29% - 33%	20% - 40%	
	Magnolia Parke	Tioga	Taylor Co.	
Land Use Characteristics				Objective II.12: Policies II.12.1 & II.12.2
Scale	-	-	<input checked="" type="checkbox"/>	All but PA 13 & 8 are larger than samples
Density/Intensity	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Integrated Residential & Non-residential in PAs; High density with 1/4 mile walk
Mix of Uses	-	-	<input checked="" type="checkbox"/>	PAs non-residential sized for residential; sized for market using demand per HH; Complete neighborhoods; Sample sites uses cater to urban areas outside the development (medical, etc.)
Type of Uses	No grocery	No grocery	<input checked="" type="checkbox"/>	PAs have more non-residential, except PA 13; Grocery supported in PA 1, 7 & 16; additional grocery stores shared between 2/3 and 4/5/6
Design Characteristics				Objective II.12: Policies II.12.3 & II.12.4
Compactness	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	About the same level of compactness; Green edges in PAs
Connectivity	-	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	PA connectivity required by policy & design standards; Magnolia Parke residential is gated/separate from non-residential; All non-residential located on major road with no pedestrian access form major road, big parking
Walkability	-	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	PAs - 1/4 mile walk by policy; Tioga construction, lack of complete sidewalks reduced walkability during sample
Locational Characteristics				
Remoteness, Isolation	-	-	<input checked="" type="checkbox"/>	<u>60 miles from nearest urban area</u> Sample sites are <u>in an urban area</u>
Lack of External Competition	-	-	<input checked="" type="checkbox"/>	No strip in Taylor County; Green areas in between; - Perry - 6,796 pop. Adj. Counties nearest development: - Mayo - 28 miles - 988 pop. - Cross City - 45 miles - 1,775 pop. - Tallahassee - 60 miles - 171,000 pop. - Chiefland - 90 miles - 1,993 pop. - Gainesville - 100 miles - 114, 000 pop.
Phasing Characteristics	-	-	<input checked="" type="checkbox"/>	

Exhibit 2B Proposed Internal Capture Rates by Planning Area					
Planning Area	ITE Daily Trips	Internal Capture Rate	External Trips	Productions %	Attractions %
1	59,926	45%	32,959	62%	38%
2,3	28,307	40%	16,984	64%	36%
4,5,6	34,207	40%	20,524	56%	44%
7	64,586	45%	35,522	61%	39%
8	7,127	25%	5,345	49%	51%
13	7,575	25%	5,681	68%	32%
14	17,017	40%	10,210	57%	43%
15	35,843	40%	21,506	62%	38%
16	61,769	45%	33,973	48%	52%
19	30,615	40%	18,369	62%	38%
Total	346,972	42%	201,074		
<i>Tioga</i>	9,357	29% - 33%	6,390		
<i>Magnolia Parke</i>	13,526	24% - 27%	9,874		



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Exhibit 3
Foley
Master Development of Regional Impact
Background Traffic Forecast
September 9, 2010

The purpose of this Exhibit is to document the traffic forecasting process used to develop future-year volumes on the roadway network.

The following data sources were reviewed to obtain a general sense of historical growth and growth trends in the County:

- 2007 SIS Report, FDOT
- 2007 SHS Report, FDOT
- Florida Estimates of Population 2007, Bureau of Economic and Business Research, University of Florida
- Historical Census Counts for Florida and Its Counties 1830 through 2000, Bureau of Economic Business Research, University of Florida
- 2007 AADT Forecast, Transportation Statistics Office, FDOT
- Florida Traffic DVD, Historical Traffic Data, Transportation Statistics Office, FDOT

Historical Census Population Counts and Growth Rates

Year	Population Count	Annual Growth Rate (%)
1970	13,600	---
1980	16,500	0.80
1990	17,100	0.35
2000	19,300	1.14
2010*	22,900*	1.60
2015*	23,900*	0.84
30-Year Average Annual Growth	---	1.00
15-Year Average Annual Projection	---	1.29

*Projection



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Traffic Counts

Available historical traffic count data from the Florida Department of Transportation was reviewed for 1993 to 2007. Some traffic count data was available for County roads; however, there was no historical trend data available (e.g., only one count date was available for each location). Several conclusions can be drawn from review of this data:

- Taylor County has experienced relatively flat growth in the past 45 years. They have had substantial population gains in some decades, only to be lost in future decades.
- A 30-year trend indicates an overall average annual population growth rate of 1.0%.
- The average annual *traffic growth* rate, system-wide on the FDOT roadways is 0.7%.
- It can be assumed that County roadways have generally experienced less annual average growth than the State roadways, due to the growth in through traffic (E-E trips passing through the County) on US routes that traverse the County.

Traffic Forecast Methodology

Based on the aforementioned conclusions, the traffic forecast methodology is as follows:

1. Existing Conditions Traffic Estimate - 2010
 - a. FDOT Roads - Use 2010 traffic projections contained in the "Florida State Highway System Level of Service Report, 2008, Florida Department of Transportation, District Two", dated November 2009.
 - b. County Roads - Used the FDOT system-wide average annual growth (0.7%) and apply it to all County roads from the base year of the count to 2010.
2. Future Year Background Traffic Forecast - 2035
 - a. FDOT Roads - Use 2025 traffic projections contained in the "Florida State Highway System Level of Service Report, 2008, Florida Department of Transportation, District Two", dated November 2009 for each State roadway segment. Extrapolate the volumes from year 2025 to year 2035 by applying the growth rates contained in the report for each FDOT roadway segment.
 - b. County Roads - Use the FDOT system-wide average annual growth (0.7%) and apply it to all County roads for the 25 years between 2010 and 2035.

This methodology is anticipated to yield a reasonable, yet conservative, estimate of future background traffic volumes for Taylor County. These volumes will be the future year (2035) background traffic to which the estimated trips generated by the Application for Master Development Approval development will be added.

EXHIBIT D

Adequate Housing Methodology Agreement

North Central Florida Regional Planning Council

Development of Regional Impact Affordable Housing Methodology

Prepared by

North Central Florida Regional Planning Council
2009 NW 67th Place
Gainesville, FL 32653-1603

September 20, 2010

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NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL DEVELOPMENT OF REGIONAL IMPACT AFFORDABLE HOUSING METHODOLOGY

September 20, 2010

GENERAL PROVISIONS

In accordance with Rule 9J-2.021(1)(f), Florida Administrative Code, this North Central Florida Regional Planning Council (Council) document clarifies certain aspects of the affordable housing analysis methodology which are not clearly addressed by either the standard methodology or the East Central Florida Regional Planning Council methodology.

Development of Regional Impact applicants (hereafter referred to as the “Applicant”) shall use the standard affordable housing methodology contained in Rule 9J-2.048, Florida Administrative Code (hereafter referred to as the “standard methodology”), as modified by The ECFRPC Housing Methodology: A Methodology for Assessing the Affordable Housing Impact of Developments of Regional Impact, published by the East Central Florida Regional Planning Council on June 1, 1999 (hereafter referred to as the “ECFRPC methodology”), and as modified by this document for the analysis of affordable housing. Additionally, Applicants shall use the NCFLHousing.xls Excel workbook developed by the Council and its accompanying instruction manual titled, Development of Regional Impact Affordable Housing Methodology: An Instruction Manual for the NCFLHousing Excel Workbook, dated September 20, 2010 (hereafter referred to as the “NCFLHousing.xls Manual”), to produce the affordable housing analysis. The standard methodology shall apply except to the extent that the ECFRPC methodology varies from the standard methodology. In all cases where the methodology contained in this document provides greater specificity than the ECFRPC methodology, the standard methodology, or the NCFLHousing.xls Manual, the contents of this document shall apply. Should the local government development order require subsequent analysis of affordable housing impacts, all such required affordable housing analysis shall be conducted in accordance with the terms of this document unless otherwise specified in the local government development order.

This is not a stand-alone document. It shall be used in concert with the standard methodology as modified by the ECFRPC methodology, the NCFLHousing.xls Excel workbook, and the NCFLHousing.xls Manual.

The Application for Development Approval shall include all information necessary to verify and validate the analysis. The Application for Development Approval shall include a fully-completed electronic copy of the NCFLHousing.xls workbook as well as paper copies of all other tables, surveys, and documents referenced in this document.

For a single-phase Development of Regional Impact, the affordable housing analysis shall be conducted for all proposed development. For a multi-phase Development of Regional Impact, the affordable housing analysis shall include a calculation of employment and households by phase, for all phases of the proposed development. The analysis of affordable housing supply and demand shall be limited to that phase which is the subject of the affordable housing analysis. For example, the Phase 1 analysis of a two-phase Development of Regional Impact, Phase 1 shall include a calculation of employment and demand for Phase 1 and Phase 2. However, the determination of affordable housing supply and the matching of supply to demand shall be limited to Phase 1 demand. The determination of affordable housing supply for Phase 2 and matching of Phase 2 demand to the Phase 2 affordable housing supply shall not occur until the Phase 2 analysis. Any development approved as part of a Preliminary Development Agreement pursuant to subsection 380.06(8), Florida Statutes, shall be included in the affordable housing analysis for the applicable project phase.

Any non-vested previously constructed portion of the project shall either be:

- 1) Included in the analysis of Phase 1. The Applicant may deduct from the demand those households identified through a survey of the employees of the non-vested previously constructed portion of the project who are residing in affordable housing located within the Affordable Housing Supply Area; or
- 2) Analyzed as separate five-year phases, the first phase beginning with the issuance of occupancy permits for the non-vested previously constructed portion of the project, using historical data to match demand to supply.

To determine the number of employees of the non-vested previously constructed portion of the project, the Applicant may use either the employee ratios contained in Table 1, or survey the employees of the non-vested previously constructed portion of the project. For phases which begin prior to 2000, the Applicant shall use the employee-household conversion ratios, maximum caps by housing unit size, headship ratios, additional income percentages for multi-worker households and percentage of single and multi-worker households for very-, low-, and moderate income households derived from the 1990 census as published in the ECFRPC methodology document. The analysis of the non-vested previously constructed portion of the project shall be in accordance, in all other aspects, with the terms of this document.

AFFORDABLE HOUSING DEMAND

The Applicant shall use the permanent, full-time and part-time employees of the Development of Regional Impact as the basis for determining the affordable housing demand. The Applicant shall not use permanent full-time employee equivalents.

Permanent Full-time and Part-time Employees by Land Use

The Applicant shall use the following ratios of permanent full-time and part-time employees by land use:

TABLE 1
EMPLOYEES PER DEVELOPMENT UNIT

Land Use	Development Unit	Employees per Development Unit

Removing Students from the Affordable Housing Demand

As per Rule 9-J2.048(2)(x), Florida Administrative Code, and Rule 9-J2.048(2)(v), Florida Administrative Code, the analysis may exclude very low-income households with secondary school or post-secondary school students enrolled on at least a half-time basis from the affordable housing demand which include students employed on the project site as either full-time or part-time permanent employees. Where applicable, the Applicant may use a survey of employees of previously developed properties located on the project site to determine the percentage of very low-income households which are students. When relying on a survey, the survey shall include the questions as worded in Attachment C.

When relying on a survey of comparable land uses to estimate the percentage of very low-income employees who are students, the Applicant shall determine the percentages by North American Industrial Classification System code and apply the surveyed percentage(s) to the estimated number of employees for the project site by North American Industrial Classification System code. Where the survey data does not include employees by North American Industrial Classification System codes applicable to land uses anticipated to occur on the project site, or a survey North American Industrial Classification System is not conducted, the Applicant shall use one of the following alternatives to determine the percentage of very low-income employees who are students for such employment codes:

If the project site is located outside the Gainesville Urbanized Area:

$$S = (UF+CC+VT+BS+HS)/\text{County Population} \times 100$$

Where;

S = Percentage of very low-income employees who are students;

UF = Half-time or greater four-year college limited to campuses located in the county of project location);

CC = Half-time or greater community college enrollment limited to campuses located in the county of project location);

VT= Half-time or greater county vocational/technical centers enrollment;

BS = Half-time or greater county business school enrollment; and

HS = Half-time or greater county public and private high school enrollment.

If the project site is located within the Gainesville Urbanized Area:

$$S = (UF+CC+VT+BS+HS)/\text{Gainesville Urbanized Area Population} \times 100$$

Where;

S = Percentage of very low-income employees who are students;

UF = Half-time or greater University of Florida enrollment (only campuses located within the Gainesville Urbanized Area);

CC = Half-time or greater Santa Fe Community College enrollment (only campuses located within the Gainesville Urbanized Area);

VT= Half-time or greater vocational/technical centers enrollment where such centers are located within the Gainesville Urbanized Area;

BS = Half-time or greater business school (e.g., City College) enrollment where such schools are located within the Gainesville Urbanized Area; and

HS = Half-time or greater Alachua County public and private high school enrollment for high schools located within the Gainesville Urbanized Area.

Both of these methods are implemented by the Students worksheet of the NCFLHousing.xls workbook.

Population estimates for the urbanized areas used in the analysis shall be either the estimates published by the Florida Department of Transportation (see <http://www.dot.state.fl.us/planning/policy/demographic/>) or estimates published by the U.S. Census Bureau (see <http://www.census.gov>).

Data Source for Household Conversion Ratios, Maximum Caps by Housing Unit Size, Headship Ratios, Additional Income Percentages for Multi-worker Households and Percentage of Single and Multi-Worker Households for Very-, Low-, and Moderate-income Households

For Phase 1, the Applicant shall use the employee-household conversion ratios, maximum caps by housing unit size, headship ratios, additional income percentages for multi-worker households and percentage of single and multi-worker households for very-, low-, and moderate income households for the county of jurisdiction as updated by the East Central Florida Regional Planning Council which are derived from year 2000 census data. For subsequent phases, the Applicant shall use, if available, updated data for these variables derived from subsequent decennial censuses as published by either the East Central Florida Regional Planning Council, the North Central Florida Regional Planning Council, or the Florida Department of Community Affairs.

Median Family Income and Employee Wages

The Applicant shall use countywide median family income data for the county of jurisdiction as reported by the U.S. Department of Housing and Urban Development (HUD). This information can be obtained at <http://www.huduser.org> or at <http://www.ffiec.gov/webcensus/default.aspx>. The Applicant shall use the annual Employment Security Manual Report No. 202 for the county of jurisdiction for average wages of the employees anticipated to be on the project site. This information can be obtained at <http://www.labormarketinfo.com/Library.htm>. The reporting year for which the information is used shall be the latest common year that information is published for both data sources. For example, if the latest year HUD median family income data is 2002, but the latest year that average wage information is available is 2001, then the Applicant shall use 2001 data from both datasets.

If proposed North American Industrial Classification System codes for the project site do not exist in the Employment Security Manual Report No. 202 for the county of jurisdiction, the codes from the statewide Employment Security Manual Report No. 202 report may be used provided the statewide wages for such codes are adjusted to reflect any differences between the annual statewide wage for the applicable next higher-level North American Industrial Classification System code and the same applicable next higher-level North American Industrial Classification System code of the county of jurisdiction (Example: If the county Employment Security Manual Report No. 202 data does not report an annual wage for North American Industrial Classification System code 518, and the county average wage for North American Industrial Classification System code 51 is 80 percent of the statewide North American Industrial Classification System code 51 wage, multiply the statewide North American Industrial Classification System code 518 annual wage by 80 percent).

The ECFRPC methodology stipulates the use of separate demand distribution tables for each North American Industrial Classification System code proposed for the project site. Therefore, the Applicant shall not submit demand distribution tables reporting multiple or blended North American Industrial Classification System codes for proposed land uses contained in the Application for Development Approval project description.

Demand Distribution Tables

Employees shall be distributed by salary-income range using the Distributor Excel worksheet, which is included in the NCFLHousing.xls workbook, using both the Employee Distributor and Demand worksheets included in the NCFLHousing.xls workbook. Salary income ranges for the very low-income level shall include minimum-wage employees working 20-hours per month multiplied by 52 weeks per year

The Applicant shall distribute employees by salary income range in whole number increments. Fractional employees shall not be used. The maximum salary income wage increment shall be no greater than \$2,500.

The demand distribution tables shall calculate demand based on the entire project phase. The time period (number of years) of the phase and any applicable stages shall be as defined in the project description of the Application for Development Approval. Demand shall not be annualized or reported for a time period less than that of the project phase. Should the project construction be greater than 5 years, the Applicant shall analyze affordable housing impacts on 5-year intervals. For example, if the project entails an eight-year construction period, the project shall consist of two phases, the first phase shall be five years; the second phase shall be three years.

AFFORDABLE HOUSING SUPPLY

Affordable Housing Supply Area

The Affordable Housing Supply Area shall be that area which is the smaller geographic area of the combination of geographic areas representing a 10-mile driving distance or a 20-minute peak-hour commute from the project site. The Applicant shall submit three copies of the Affordable Housing Supply Area map at a scale of 1 inch to 2 miles and shall clearly delineate the Affordable Housing Supply Area using color, shading, or textures. The map shall also include section-township-range lines and identifiers, a scale, a north arrow, all applicable local government jurisdictional boundaries, and major roads. If the Applicant is using census data, multiple listing service data, or another data source to identify the affordable housing supply, the Applicant shall include on the Affordable Housing Supply Area map an overlay of the boundaries of the applicable geographic units of aggregation (i.e. census tracts, census block groups, census blocks, multiple listing service zones, etc.). The Applicant may submit additional copies of the Affordable Housing Supply Area map at a different scale as part of the bound Application for Development Approval.

The analysis year for the Affordable Housing Supply Area shall be the first year of the project phase which is the subject of the affordable housing analysis. The roadway network projected to be in place through the analysis year may be included in the determination of the Affordable Housing Supply Area. Such roadway network improvements shall be limited to modifications specified in the Application for Development Approval. The analysis of the Affordable Housing Supply Area shall be based on the data used in the determination of transportation impacts in response to Question 21 of the Application for Development Approval to the maximum extent feasible. The background traffic for the model shall be grown through the analysis year using the same background growth rates used for the analysis of transportation impacts as specified in the transportation methodology agreement.

For Affordable Housing Supply Areas located within Alachua County:

1. The distance and commute times for the Affordable Housing Supply Area shall be calculated by using the approved transportation model for the Gainesville Urbanized Area as modified for the Application for Development Approval Question 21 analysis as per the Transportation Methodology document.
2. Commute times shall be calculated for every Traffic Analysis Zone that comprises the Development of Regional Impact by either one of the following methods.

Centroid to Centroid Method.

Travel time shall be measure from Traffic Analysis Zone to Traffic Analysis Zone, and the entire destination Traffic Analysis Zone shall be included in the affordable housing supply area if the peak-hour travel time to the centroid representing the Traffic Analysis Zone is 20 minutes or less. Similarly, the entire destination Traffic Analysis Zone shall be excluded from the affordable housing supply area if the peak-hour travel time to the centroid representing the Traffic Analysis Zone is greater than 20 minutes.

Path Building Cost Calculation Method.

Travel time shall be measured from each Traffic Analysis Zone across the highway network, and the entire destination Traffic Analysis Zone shall be included in the affordable housing supply area if the perimeter of the entire Traffic Analysis Zone has peak-hour access to the highway network is 20 minutes or less. If less than the entire perimeter of the Traffic Analysis Zone has peak-hour access to the highway network of 20 minutes or less, then that proportion of the Traffic Analysis Zone perimeter with peak-hour access to the highway network of 20 minutes or less may be included in the Affordable Housing Supply Areas. For example, if 75 percent of the perimeter of the Traffic Analysis Zone has peak-hour access to the highway network of 20 minutes or less, then 75 percent of the area

of the Traffic Analysis Zone may be included in the Affordable Housing Supply Area.

The two methods shall not be combined in a manner whereby some Traffic Analysis Zones are analyzed using the Centroid to Centroid Method while other Traffic Analysis Zones are analyzed using the Path Building Cost Calculation Method. The Applicant shall submit a map of the Traffic Analysis Zones which comprise the Affordable Housing Supply Area and shall specifically identify by name the Traffic Analysis Zones which comprise the area.

The Applicant shall submit a map of the Traffic Analysis Zones which comprise the Affordable Housing Supply Area and shall specifically identify by name the Traffic Analysis Zones which comprise the area.

Identified affordable housing units located within Traffic Analysis Zones where only a portion of a Traffic Analysis Zone has been identified as within the Affordable Housing Supply Area shall be pro-rated to the percentage of the Traffic Analysis Zone located within the Affordable Housing Supply Area. For example, if 60 percent of a Traffic Analysis Zone is located within the Affordable Housing Supply Area, then no more than 60 percent of the identified affordable housing units (by salary income range) located within the Traffic Analysis Zone shall be counted as part of the affordable housing supply.

For Affordable Housing Supply Areas located outside Alachua County:

1. The distance and commute times for the Affordable Housing Supply Area shall be calculated by using the level of service (LOS) for the roadway at peak-hour as projected for the analysis year, converted to travel speeds and plotted out commute distances. Driving distance shall be calculated as actual driving distance from the primary entrance of the development to the housing unit, not as a result of a straight radius from the entrance to the Development of Regional Impact to the boundaries of the Affordable Housing Supply Area.
2. The Applicant shall submit to the Council a table of all roadway segments used to determine the Affordable Housing Supply Area. The table shall include the name of the road segment, starting and ending points of the segment, segment length, peak-hour level of service, and peak-hour driving time (minutes and seconds).

For Developments of Regional Impact whose Affordable Housing Supply Area includes areas within and outside Alachua County, the Applicant shall calculate distance and commute times by using the methodology identified in the section of this Agreement entitled, "For Affordable Housing Supply Areas Located Within Alachua County," above, for areas inside Alachua County, and by using the methodology identified in the section of this document entitled, "For Affordable Housing Supply Areas located outside Alachua County," above, for areas outside Alachua County.

Regardless of the method used to determine the Affordable Housing Supply Area, the Council may use Google Maps to determine whether the identified affordable housing supply is located within the Affordable Housing Supply Area. Should Google Maps indicate that individual affordable housing units are located farther than either a 10-mile driving distance or a 20-minute commute from the project site, the Council may remove such units from the Affordable Housing Supply, unless sufficient information is provided by the Applicant by which the Council can verify and validate that the Affordable Housing Supply Area was determined in accordance with one of the methodologies described herein.

Census Data

When using census data to determine the number of rental or for-sale units which comprise the affordable housing supply, the Applicant shall use the lowest level census geography available from the Census Bureau. For example, if housing data is available at the Census block group level, then housing data shall be aggregated at the census block group level and not the census tract level.

Where housing data is suppressed, housing data at the next-highest level Census Bureau geography shall be pro-rated to the Census Bureau geography used for the affordable housing analysis based on the percentage of population of the Census Bureau geography used for the affordable housing analysis to the next-highest level of census geography. For example, if aggregating at the block group level where housing data is suppressed for a block group, determine the percent of census tract population of the block group and multiply the affordable housing data at the census tract level by the percentage. Should the Affordable Housing Supply Area bisect the block group, pro-rate the housing data to the percentage of block group area located within the Affordable Housing Supply Area as discussed on page 13 under For-sale Units.

Affordable Housing Supply Survey

As noted on page three of the ECFRPC methodology, the Applicant may use government-published housing data (e.g., census data) for a period up to two years after its publication or a private survey to identify existing off-site units as part of the affordable housing supply. In either case, the Application for Development Approval shall provide sufficient information regarding the affordable housing supply to enable the Council to verify and validate the supply survey.

Rental Units

If the Applicant is identifying for-rent units as part of the affordable housing supply, the identification of such units shall be limited to those units identified by an affordable housing survey or through government data sources (e.g., census data).

After two years of the date of publication of the government data, the Applicant shall use a private survey to determine the vacancy rate as well as the number of vacant and occupied rental units.

Whether relying on government data or a private survey, the vacancy rate shall be the rate which applies to the Affordable Housing Supply Area and shall not be based on units located outside of said area.

If the Applicant is using government data to identify the affordable housing supply beyond two years of its publication date, the government-published rent data shall be updated to reflect rents for the same year as the year used for the median income and the Employment Security Manual Report No. 202 wage data. Rents shall be updated using the annual percent change in Shelter costs as reported in Table 681, Consumer Price Indexes by Major Groups, as published in the latest available Statistical Abstract of the United States. If the Applicant is using government data to identify the affordable housing supply within two years of its publication date, the Applicant shall update government-published rent data to reflect rents for the same year as the year used for the median income and the applicable Employment Security Manual Report No. 202 wage data.

If a private survey is used to identify affordable rental units, the units shall be a “hard count” of all identified units. For-rent units shall not be estimated or based on a sample survey. The identification of affordable units shall be limited to those surveyed rental unit complexes which respond to the survey. Furthermore, the surveyed vacancy rate shall be based on the information provided by all of the responding surveyed rental unit complexes. A rate based on a sample of the responding surveyed rental unit complexes shall not be used.

If a private survey is used to identify affordable rental units, the Applicant shall provide said survey information as per Rule 9J-2.048(5)(a)1, Florida Administrative Code, using the reporting criteria contained in Rule 9J-2.048(5)(a)2(b), and (c), Florida Administrative Code. The survey shall include the name and address of all surveyed rental unit complexes, total number of units by number of bedrooms, affordable units by number of bedrooms, and monthly rent by number of bedrooms. An aggregate vacancy rate shall be calculated for all rental units and presented in the affordable housing supply survey document.

If rental units are included as part of the private affordable housing supply survey, the Applicant shall submit the affordable housing rental complex supply survey as part of the affordable housing analysis. Each surveyed rental complex shall be listed on the following form as part of the affordable housing supply survey.

DEVELOPMENT OF REGIONAL IMPACT
AFFORDABLE HOUSING SURVEY

Survey Date and Time: _____

Complex Number: _____

Complex Name: _____

Complex Address: _____

Complex Phone Number: _____

Complex Contact Person: _____

Total No. of Rental Units: _____

Complex Vacancy Rate (%): _____

Unit Type/No. Of Bedrooms	Total No. of Units	Vacant Units	Monthly Rent
Rented by the Bedroom*			
Efficiency			
1 Bedroom			
2 Bedroom			
3 Bedroom			
etc.			

Notes:

*Units rented by the bedroom cannot be counted as part of the affordable housing supply.

If government data is used to identify affordable units, the Applicant shall provide said data in the Application for Development Approval. The Applicant shall provide information on the number of total units and for-rent units by rent range by geographic unit of aggregation as well as totals for the entire Affordable Housing Supply Area. If the government supply data is beyond two years of its publication date, the Applicant shall provide in the Application for Development Approval the updated rent ranges discussed above, as well as a discussion of how the rent ranges were updated. The Applicant shall include sufficient information to allow the verification of the rental range update by the Council.

The first 5.0 percent of for-rent units shall not be counted as part of the existing supply (i.e., if the vacancy rate is 6.0 percent, then only the number of units equal to 1.0 percent of the identified rental units can be counted towards the existing affordable housing supply. If the vacancy rate is 4.0 percent, then none of the identified renter-occupied units can be counted towards the existing supply). The 5.0 percent set-aside shall be maintained within each salary income range.

On-site rental units to be constructed during the project phase which is the subject of this analysis shall not be included in the determination of a vacancy rate for the off-site rental unit affordable housing supply.

The affordable housing supply survey shall contain a map of the Affordable Housing Supply Area with the location of the surveyed rental unit complexes. The mapped locations shall be indexed to a listing of rental unit complexes by name, with the location of individual complexes identified on the map.

If all or a portion of the Affordable Housing Supply Area is located within the Gainesville Urbanized Area, the affordable housing rental unit supply survey shall be conducted for that portion of the Affordable Housing Supply Area within the Gainesville Urbanized Area when the University of Florida is in session for either the fall or spring semester. If using government data two years past its publication date, (i.e., requires a private survey for the development of a current vacancy rate), the survey shall also be conducted when the University of Florida is in session for either the fall or spring semester.

The affordable housing supply shall not include units in which bedrooms are rented separately. Such units are substandard units for purposes of the affordable housing supply survey. The affordable housing supply may include individual rental units which are not part of a rental unit complex. Such units shall be entered in the RSurveyOther worksheet of the NCFLHousing.xls workbook.

HUD Utility Allowances

The utility allowances for the affordable housing analysis shall be based Section 8 utility allowances in effect at the time of the analysis of the public housing authority serving the local government of jurisdiction. If no such public housing authority or Section 8 utility allowances exist, the Applicant may substitute the Section 8 utility allowances of a nearby public housing authority.

The rental unit utility allowance shall be an average allowance applied to all vacant affordable rental units within the affordable housing supply area, regardless of the number of bedrooms. The Applicant shall use the Utilities worksheet of the NCFLHousing.xls Excel workbook to determine the average utility allowance. The Applicant shall use the Bedrooms worksheet of the NCFLHousing.xls Excel workbook to determine the average number of bedrooms per rental unit for vacant affordable rental units. On-site rental units to be constructed during the project phase which is the subject of this analysis shall be included in the determination of the average number of bedrooms per rental unit of the rental unit affordable housing supply.

For-Sale Units

If the Applicant is identifying for-sale units or units sold within a recent 12-month period as per the ECFRPC methodology as part of the affordable housing supply, the survey shall contain a detailed listing of every identified for-sale unit within the Affordable Housing Supply Area, the price of the unit, its location, and the number of bedrooms. The supply shall be sorted by geographic area of aggregation (i.e. census tract, multiple listing service zone, section-township-range, etc.).

Identified for-sale units aggregated at the census block, census tract, Multiple Listing Service zone, zip code, square mile, or similar geographic aggregation system, shall be pro-rated to the percentage of aggregated area located within the Affordable Housing Supply Area. For example, if 60 percent of a census tract containing for-sale affordable housing units is located within the Affordable Housing Supply Area, then no more than 60 percent of these units may be counted as part of the for-sale affordable housing supply. The affordable housing supply analysis shall contain a map of the Affordable Housing Supply Area with an overlay of the geographic boundaries of the aggregation units.

The affordable housing supply survey shall contain a table identifying the percentage of the geographic aggregation area (census tract, Multiple Listing Service zone, etc.) located within the Affordable Housing Supply Area, total number of units by income level (very low-, low-, and moderate-income) by aggregation area, and a column which is the sum of the multiplication of this percentage by the total number of units within the aggregation area as specified in Tables 2.1, 2.2 and 2.3. As indicated in Tables 2.1, 2.2 and 2.3, pro-rated units shall be rounded down to the nearest whole number. Fractional dwelling units shall not be considered part of the affordable housing supply (see Attachment A).

Selecting a Mortgage Interest Rate

The affordable housing supply analysis shall use a mortgage interest rate which is a current rate. As such, it shall be no older than the date of the preapplication conference. The selected mortgage rate shall be the current national average 30-year fixed rate mortgage as compiled by the Federal Home Loan Mortgage Corporation. This rate can be found at <http://www.freddiemac.com>.

Affordable Housing Units Proposed to be Constructed on the Project Site

The Applicant may count as part of the affordable housing supply any affordable residential units to be constructed on the project site during the applicable project phase. If such units are included, they shall be clearly identified as proposed on-site units and segregated from existing off-site units in all applicable tables and text submitted as part of the affordable housing analysis. However, such units are not available to receive mitigation credits as they are not used to mitigate the affordable housing impacts of the project as per Rule 9J-2.048(8)(c), Florida Administrative Code.

Taxes

When calculating ad valorem taxes, the Applicant shall use a single millage rate which represents a weighted average millage rate of the for-sale housing affordable housing supply located within the Affordable Housing Supply Area. The determination of a weighted average millage rate is implemented by the Taxes worksheet of the NCFLHousing.xls Excel workbook. The Taxes worksheet shall be used to determine taxes.

Insurance

Monthly homeowners insurance costs shall be an average of insurance rate for the county of project location based on insurance quotes listed on the Florida Department of Insurance Regulation website (<http://www.shopandcomparerates.com/HOCompareRates.htm>).¹ The Insurance worksheet of the NCFLHousing.xls workbook implements the determination of an insurance rate. The Insurance worksheet shall be used to determine the insurance rate.

¹ This site is used as the data source for insurance information as it provides a relatively large number of quotes based on home value, which in turn can be calculated to represent a cost per \$1,000 of home sale price.

As per the ECFRPC methodology, private monthly mortgage insurance shall be taken into account in the cost of all for-sale units. The private mortgage insurance rate shall equal approximately 1/10.5th of the monthly mortgage payment. This results in an annual private mortgage insurance payment which is approximately equal to 0.78 percent of the mortgage amount, which is generally recognized as a reasonable approximation of the private mortgage insurance costs.² The Affordability worksheet of the NCFLHousing.xls workbook implements the determination of a private mortgage insurance rate.

Excluding Housing Units Previously Included in Proximate Developments of Regional Impact (i.e., Preventing the Double-Counting of the Available Affordable Housing Supply by Multiple Developments of Regional Impact)

As per Rule 9J-2.048(5)(c)5, Florida Administrative Code, the affordable housing supply shall exclude housing units which have been previously included as part a Development of Regional Impact approved during the preceding 5 years of either:

Housing units which have been previously included as part of the affordable housing supply survey of another proximate Development of Regional Impact used to meet its affordable housing demand which are located within the Affordable Housing Supply Area for the proposed development; and

Housing units which have been previously included as part of the affordable housing supply survey of another proximate Development of Regional Impact used to mitigate its significant affordable housing impact pursuant to Rule 9J-2.048(8), Florida Administrative Code, which are located within the Affordable Housing Supply Area of the proposed development.³

Additionally, the affordable housing analyses of subsequent phases of each succeeding phase shall exclude from the affordable housing supply:

Housing units included as part of the affordable housing supply survey of existing Developments of Regional Impact as well as Developments of Regional Impact approved in the future used to meet its affordable housing demand which are located within the Affordable Housing Supply Area of the proposed Development of Regional Impact, and where an affordable housing analysis was received by the Council within 5 years prior to the start of the subsequent phase which is the subject of the affordable housing analysis of the proposed Development of Regional Impact; and

² See <http://www.westga.edu/~bquest/1997/costof.html>, <http://www.rateupdate.com/pmi.asp>, and <http://www.1stfin.com/mortgageBasics/pmi/pmiCost.html>.

³ i.e., units provided by the Applicant to mitigate a significant affordable housing impact.

Housing units included as part of the affordable housing supply survey of existing and/or future approved Developments of Regional Impact used to mitigate its significant affordable housing impact pursuant to Rule 9J-2.048(8), Florida Administrative Code, which are located within the Affordable Housing Supply Area of the proposed Development of Regional where an affordable housing analysis was received by the Council within five years prior to the start of the subsequent phase of the proposed Development of Regional Impact.⁴

The Applicant shall use Attachment B, Accounting for Affordable Housing Units Reserved for Previously Approved Proximate Developments of Regional Impact to meet this requirement.

DETERMINATION OF AFFORDABLE HOUSING IMPACT

The Applicant shall match affordable housing demand to supply such that the identified affordable housing supply is affordable to each salary income range within the very low-, low-, and moderate-income employee households.

Housing units which have been previously included in an adequate housing supply survey as well as units used to mitigate affordable housing impact pursuant to Rule 9J-2.048(8), Florida Administrative Code, of other proximate Developments of Regional Impact approved during the preceding five years and which are located within the Affordable Housing Supply Area of the proposed development shall be identified and excluded from the identified affordable housing unit supply identified for the proposed Development of Regional Impact.

DETERMINATION OF CUMULATIVE UNMET NEED

The use of the word “cumulative” in Rule 9J-2.048(7), Florida Administrative Code, shall be applied to the entire project and shall not be limited to a single project phase. Therefore, the affordable housing need determined for Phase 1 shall be added to the identified housing need of the Phase 2 affordable housing analysis when the Phase 2 analysis is performed to determine the “cumulative” affordable housing impact.

For example, should Phase 1 have a housing need of 20 households and the subsequent Phase 2 analysis indicate a Phase 2 surplus of 20 housing units which are affordable to the housing need of Phase 1, the Phase 2 surplus housing units shall not be used to meet the Phase 1 housing need. In this case, the cumulative affordable housing need for Phase 2 remains at 20 households. In another example, should the Phase 1 analysis result in a housing need of 20 households and the Phase 2 analysis result in a Phase 2 housing need for 25 households, the cumulative affordable housing need through Phase 2 is the sum of the Phase 1 housing need of 20 households, plus the Phase 2 unmet need of 25 households, for a total of 45 households.

⁴Ibid.

In yet another example, should the analysis of Phase 1 produce an affordable housing need of 150 households, resulting in a significant affordable housing impact where the housing need is mitigated in accordance with the adopted local government development order, and the subsequent Phase 2 analysis results in a housing need of 20 households, the Phase 1 housing need shall not be added to the Phase 2 unmet need. In this case, the cumulative affordable housing need through Phase 2 is 20 households. The Phase 1 housing need was met through mitigation, therefore the Phase 1 housing need equals zero.

MITIGATING THE IDENTIFIED SIGNIFICANT AFFORDABLE HOUSING IMPACT AND THE AFFORDABLE HOUSING MITIGATION PLAN

Should the Development of Regional Impact create a significant affordable housing impact, the Applicant shall mitigate the entire affordable housing impact of this project, and not be limited to that portion of the impact which is over and above the significance threshold established in Rule 9J-2.048(7), Florida Administrative Code. The Applicant shall also include the cumulative impact of any unmet housing demand from the Phase 1 analysis with any unmet housing demand from the Phase 2 analysis in determining whether Phase 2 creates a significant affordable housing impact in accordance with Rule 9J-2.048(7), Florida Administrative Code.

Should the Development of Regional Impact create a significant affordable housing impact, or rely upon proposed on-site dwelling units as part of the affordable housing supply without a guarantee of affordability to the identified affordable housing demand, and in the case of rental units, without a guarantee of affordability for a period of 15 years to the identified affordable housing demand, the absence of which would otherwise create a significant affordable housing impact, the Applicant shall submit an Affordable Housing Mitigation Plan as part of the Application for Development Approval. Should analysis of subsequent project phases create a significant affordable housing impact or rely on proposed on-site dwelling units as part of the supply in sufficient quantity which prevents triggering a significant affordable housing impact, the Applicant shall submit to the Council and to the local government of jurisdiction an Affordable Housing Mitigation Plan for review and approval prior to beginning construction of the applicable project phase.

The Affordable Housing Mitigation Plan shall be prepared by the Applicant and shall address the method by which the project will mitigate all of its affordable housing impacts should the affordable housing analysis identify a significant affordable housing impact. The mitigation plan shall identify dollar amounts to be provided and the timing for the provision of the mitigation for all of its affordable housing impacts should the affordable housing analysis identify a significant affordable housing impact. As noted in Rule 9J-2.048 (8)(a), Florida Administrative Code, mitigation can be met by any of the following mitigation options:

- Mitigation Option 1. Construction of adequate housing on-site, or off-site but reasonably accessible to the development site, of sufficient number to equal the adequate housing impact identified for each salary income range within that stage or phase for very low-, low-, or moderate-income employee households; and/or

Mitigation Option 2. Payment to an appropriate affordable housing trust fund of funds dedicated to, and sufficient in amount to result in, the rehabilitation of substandard housing or construction of reasonably accessible housing units equal in number to the adequate housing impact identified for each salary income range within that stage or phase for very low-, low-, and moderate-income employee households; and/or

Mitigation Option 3. Dedicated direct rent or ownership subsidies to the very low-, low-, and moderate-income employees sufficient in amount to satisfy the adequate housing impact identified for each salary income range within that stage or phase for very low-, low- and moderate-income employee households from unaffordable, but otherwise adequate housing units reasonably accessible to the development site.

Should the mitigation plan include Mitigation Option 1, the plan shall identify the location, number of bedrooms, and the timing (when) such units will be available for occupancy, the purchase price or monthly rent of the units, and clearly show how they are affordable to identified very low-, low-, or moderate-income employee households. The mitigation plan shall identify the location of these units and whether they are located within either the project site, the Affordable Housing Supply Area, or the Affordable Housing Mitigation Area. If rental units, the plan shall clearly identify how the rents will remain affordable for a 15-year period.

Should the mitigation plan include Mitigation Option 2, the mitigation plan shall state the number of new units to be constructed and/or the number of substandard units to be rehabilitated and when such units will be available for occupancy. The mitigation plan shall identify the location of these units and whether they are located within either the project site, the Affordable Housing Supply Area, or the Affordable Housing Mitigation Area. The mitigation plan shall identify the number of bedrooms of each unit, the dollar amounts necessary for the construction/rehabilitation of the units, the methodology as well as the information source by which the dollar amounts were derived for both the construction of new units and/or the rehabilitation of existing units. The mitigation plan shall clearly identify the dollar amount to be donated, the timing of fund transfers, the name of affordable housing trust fund to receive the funds, and/or the applicable local government or private non-profit corporation who will administer the funds. The mitigation plan shall also identify the purchase price or monthly rent of the units, and clearly show how they are affordable to identified very low-, low-, or moderate-income employee households. If rental units are used, the plan shall clearly identify how the rents will remain affordable for a 15-year period.

The Affordable Housing Mitigation Area shall be that area which is the smaller geographic area of the combination of geographic areas representing a 15-mile driving distance or a 25-minute peak-hour commute from the project site. Should the Applicant mitigate its significant affordable housing impact in a manner which relies on the provision of units within the Affordable Housing Mitigation Area, the Applicant shall submit a map of the Affordable Housing Supply Mitigation Area at a scale of 1 inch to 2 miles and shall clearly delineate the Affordable Housing Mitigation Area using color, shading, or textures. The Applicant may

submit additional copies of the Affordable Housing Mitigation Area at a different scale. The map shall also include section-township-range lines and numbers, a scale, a north arrow, all applicable local government jurisdictional boundaries, and major roads.

Regardless of the methodology used to determine the Affordable Housing Mitigation Area, the Council may use Google Maps to determine whether the identified affordable housing supply is located within the Affordable Housing Supply Area. Should Google Maps indicate that individual affordable housing units are located farther than either a 15-mile driving distance or a 25-minute commute time from the project site, the Council may remove such units from the Affordable Housing Supply, unless sufficient information is provided by the Applicant by which the Council can verify and validate that the Affordable Housing Mitigation Area was determined in accordance with one of the methodologies described herein.

Should the mitigation plan include Mitigation Option 3, the mitigation plan shall identify how the development subsidy program will be administered. The mitigation plan shall identify the location of these units and whether they are located within either the project site or the Affordable Housing Supply Area. The Applicant may turn the administration of this program over to another entity, such as the local government of jurisdiction, a local public housing authority or similar governmental or private non-profit organization, which shall be identified in the mitigation plan. The mitigation plan shall identify dollar amounts to be provided by the Applicant to the entity.

Should the mitigation plan include the portion of Mitigation Option 3 whereby the Applicant makes a direct payment to an appropriate affordable housing trust fund, the Applicant shall identify the dollar amount of mitigation as per NCFLHousing.xls workbook. The workbook identifies the amount of money needed to mitigate the significant affordable housing need in accordance with Rule 9J-2.048(8)(a)3, Florida Administrative Code. It identifies what households which comprise the unmet affordable housing need can afford to pay compared to the price of the least-expensive, although unaffordable but available for-sale and rental housing supply located within the Affordable Housing Supply Area. The difference between these two sums is the amount of money which will make the least expensive available housing supply affordable to the unmet affordable housing demand.

As per Rule 9J-2.048(8)(c), Florida Administrative Code, as an incentive to promote the co-location of affordable housing in close proximity with employment, and in recognition that such co-location also reduces impacts to transportation, air quality, and energy usage, the following credits against the mitigation requirements for the affordable housing need of this section shall be given for the developer provision of affordable housing units based on the distance of these units from the development site and the availability of direct mass transit facilities:

1. Onsite Provision. Each very low-, low- or moderate-income adequate housing unit provided on-site shall be counted as mitigation for 1.5 units of that stage or phase's applicable very low-, low- or moderate-income affordable housing need within the same salary income range.

2. Direct Mass Transit Within the Affordable Housing Supply Area Provision. Each very low-, low-, or moderate-income affordable housing unit provided within the Affordable Housing Supply Area that is connected to the development site by a daily operating direct mass transit system shall be counted as mitigation for 1.25 units of that phase's applicable very low-, low-, or moderate-income affordable housing need within the same salary income range.
3. Outside the Affordable Housing Supply Area Provision.
 - a. No more than 50 percent of a developments affordable housing need may be cumulatively satisfied by the provision of units within the Affordable Housing Mitigation Area under provisions b. and c., below.
 - b. No Direct Mass Transit Provision. Each very low-, low-, or moderate-income affordable housing unit provided within the Affordable Housing Mitigation Area shall be counted as mitigation for 0.30 units of that phase's applicable very low-, low-, or moderate-income affordable housing need within the same salary income range.
 - c. Direct Mass Transit Outside of the Affordable Housing Supply Area Provision. Each very low-, low-, or moderate-income affordable housing unit provided within the Affordable Housing Mitigation Area and which is connected to the development site by a daily operating direct mass transit system shall be counted as mitigation for 0.50 units of that phase's applicable very low-, low-, or moderate-income affordable housing need within the same salary income range.

However, mitigation credits are not provided to developer-provided affordable housing units which are not needed/used to mitigate the affordable housing impacts of the development. Excess developer-provided affordable housing units may be used to mitigate unmet need in the next phase, provided that such units are available (i.e., vacant) when needed in the next phase to mitigate said unmet need. Additionally, such units are eligible to receive mitigation credits per Rule 9J-2.048(8)(c), Florida Administrative Code which can be used to mitigate the unmet need of the next phase, and are accounted for in the CreditPrior worksheet of the NCFLHousing.xls Excel workbook.

Either the mitigation plan or the monitoring report, as applicable, shall document the implementation of the mitigation plan. Either the mitigation plan or the monitoring report, as applicable, shall identify the number of affordable housing units provided to the identified demand by tenure, location (located within the project site, the Affordable Housing Supply Area, or the Affordable Housing Mitigation Area), and number of bedrooms.

ATTACHMENT A

AFFORDABLE HOUSING TABLES

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TABLE 2.1

PRO-RATA ADJUSTMENT TO FOR-SALE AFFORDABLE HOUSING UNITS
 BASED ON PERCENTAGE OF MULTIPLE LISTING SERVICE ZONE WITHIN THE AFFORDABLE HOUSING SUPPLY AREA
 VERY LOW-INCOME LEVEL

MLS Zone	Percentage of MLS Zone Within Affordable Housing Supply Area	Number of Affordable For-Sale Units by Salary Income Range							Pro-Rata Adjusted Number of Affordable For-Sale Units						
		\$0 - 7,500	\$7,500 - 10,000	\$10,000- 12,500	\$12,500 - 15,000	\$15,000 - 17,500	\$17,500 - 20,000	\$20,000 - 22,350	\$0 - 7,500	\$7,500 - 10,000	\$10,000- 12,500	\$12,500 - 15,000	\$15,000 - 17,500	\$17,500 - 20,000	\$20,000 - 22,350
530	10.0%	10	12	15	20	1	5	37	1	1	1	2	0	0	3
620	40.0%	20	24	30	40	2	10	74	8	9	12	16	0	4	29
710	100.0%	3	6	90	1	0	0	3	3	6	90	1	0	0	3
730	85.0%	45	0	32	16	1	7	9	38	0	27	13	0	6	7
740	100.0%	0	0	5	7	37	98	0	0	0	5	7	37	98	0
810	100.0%	2	6	9	14	31	2	7	2	6	9	14	31	2	7
830	67.0%	5	6	8	10	0	3	42	3	4	5	6	0	2	28
990	75.0%	4	12	18	39	109	32	7	3	9	13	29	81	24	5
Total		89	66	207	147	181	157	179	58	35	162	88	149	136	82

TABLE 2.2

PRO-RATA ADJUSTMENT TO FOR-SALE AFFORDABLE HOUSING UNITS
 BASED ON PERCENTAGE OF MULTIPLE LISTING SERVICE ZONE WITHIN THE AFFORDABLE HOUSING SUPPLY AREA
 LOW-INCOME LEVEL

MLS Zone	Percentage of MLS Zone Within Affordable Housing Supply Area	Number of Affordable For-Sale Units by Salary Income Range					Pro-Rata Adjusted Number of Affordable For-Sale Units				
		\$22,350 - 25,000	\$25,000 - 27,500	\$27,500 - 30,000	\$30,000 - 32,500	\$32,500 - 35,750	\$22,350 - 25,000	\$25,000 - 27,500	\$27,500 - 30,000	\$30,000 - 32,500	\$32,500 - 35,750
530	10.0%	14	18	20	22	11	1	1	2	2	1
620	40.0%	4	2	3	4	20	1	0	1	1	8
710	100.0%	31	16	9	21	0	31	16	9	21	0
730	85.0%	4	5	0	36	4	3	4	0	30	3
740	100.0%	10	6	52	17	23	10	6	52	17	23
810	100.0%	12	66	19	4	34	12	66	19	4	34
830	67.0%	8	36	28	0	10	5	24	18	0	6
990	75.0%	14	21	81	9	19	10	15	60	6	14
Total		97	170	212	113	121	73	132	161	81	89

TABLE 2.3

PRO-RATA ADJUSTMENT TO FOR-SALE AFFORDABLE HOUSING UNITS
 BASED ON PERCENTAGE OF MULTIPLE LISTING SERVICE ZONE WITHIN THE AFFORDABLE HOUSING SUPPLY AREA
 MODERATE-INCOME LEVEL

MLS Zone	Percentage of MLS Zone Within Affordable Housing Supply Area	Number of Affordable For-Sale Units by Salary Income Range							Pro-Rata Adjusted Number of Affordable For-Sale Units						
		\$35,750 - 37,500	\$37,500 - 40,000	\$40,000 - 42,500	\$42,500 - 45,000	\$45,000 - 47,500	\$47,500 - 50,000	\$50,000 - 53,650	\$35,750 - 37,500	\$37,500 - 40,000	\$40,000 - 42,500	\$42,500 - 45,000	\$45,000 - 47,500	\$47,500 - 50,000	\$50,000 - 53,650
530	10.0%	210	122	115	35	14	0	421	21	12	11	3	1	0	42
620	40.0%	14	14	39	0	26	107	34	5	5	15	0	10	42	13
710	100.0%	30	69	143	48	9	0	45	30	69	143	48	9	0	45
730	85.0%	4	56	359	14	85	39	32	3	47	305	11	72	33	27
740	100.0%	4	6	9	36	421	18	9	4	6	9	36	421	18	9
810	100.0%	1	56	78	137	48	0	0	1	56	78	137	48	0	0
830	67.0%	24	156	59	0	34	0	54	16	104	39	0	22	0	36
990	75.0%	9	17	75	36	19	320	70	6	12	56	27	14	240	52
Total		296	496	877	306	656	484	665	86	311	656	262	597	333	224

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ATTACHMENT B

ACCOUNTING FOR AFFORDABLE HOUSING UNITS RESERVED FOR
PREVIOUSLY APPROVED PROXIMATE
DEVELOPMENTS OF REGIONAL IMPACT

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ATTACHMENT B
ACCOUNTING FOR AFFORDABLE HOUSING UNITS RESERVED FOR
PREVIOUSLY APPROVED PROXIMATE DRIs

OVERVIEW

As per Rule 9J-2.048(5)(c)5, FAC, the affordable housing supply shall exclude dwelling units which have been previously included as part of the affordable housing supply of proximate DRIs approved during the preceding 5 years located within the reasonably accessible contour of the DRI which is the subject of this Agreement. The accounting process for affordable housing units previously included in proximate DRIs involves three major steps:

Accounting for Excess Units Included in the Affordable Housing Supply Survey of Previously Approved Proximate DRIs;

Assignment of affordable housing supply located in overlapping areas of a previously approved proximate DRIs; and

Adjusting the housing prices of previously approved proximate DRIs to reflect housing prices of the affordable housing survey year of the proposed DRI.

These major issues are addressed and implemented through four tables which determine the affordable housing supply located in overlapping affordable housing supply areas which must be reserved for previously approved proximate DRIs, and, therefore, excluded from the affordable housing supply of the proposed DRI.

MAJOR CONCEPTS

Accounting for Excess Units Included in the Affordable Housing Supply Survey of the Previously Approved Proximate DRI

If the previously approved proximate DRI affordable housing supply survey is limited to just the minimum number of affordable housing units necessary to meet its demand, then all of the overlapping units are considered to be part of its affordable housing supply. However, this is usually not the case. Instead, affordable housing supply surveys typically report a deficit of units within certain salary income ranges, and a surplus of units in other salary income ranges. Excess units are not needed by the previously approved DRI and are therefore available to meet the affordable housing demands of other DRIs.

For example, assuming an affordable housing supply survey for a previously approved DRI identified within the \$15,000 - \$17,500 salary income range demand for 75 units, a supply 250 affordable units, and that the area of overlap contains 100 of these units. Since the previously-approved DRI had 150 units outside the overlap area, its entire demand could have been satisfied by units located outside the area of overlap, thereby allowing the proposed DRI to include all 100 housing units within the overlap area as part of its affordable housing supply. The number of excess units within this salary income range for the previously approved DRI is reduced by 100. The 100-unit reduction must be noted and recorded should yet a future proposed DRI overlap the affordable housing area of the previously-approved DRI. If the 100-unit reduction is not recorded for the previously approved DRI, then these 100 units may be double-counted by the second proposed DRI.

Assignment of Affordable Housing Supply in Overlapping Areas of a Previously Approved Proximate DRI

If both surveys identify affordable housing supply using address, parcel number, or other identification system which identifies specific units, and if the specific units are identified in both affordable housing supply surveys, then the duplicate units located in the area of overlap cannot be counted as part of the affordable housing supply of the proposed DRI. However, the exclusion of duplicate units is not as clear cut when the affordable housing supply is identified at an area level, such as census block, census tract, or multiple listing service zone, since the exact address of the identified units is unknown.

If both surveys used an area-level method of identification of affordable housing supply, were conducted on the same day, and identified the same number of vacant affordable housing units within the overlap area, it would be reasonable to assume that both surveys had identified the same units within the area of overlap. Therefore, all of the affordable housing identified in the overlap area by the proposed DRI should be excluded and reserved for the proximate DRI. However, as the interval of time between the two surveys increases, the previously approved proximate DRI undergoes construction and generates demand for affordable housing. As demand is generated, its identified affordable housing supply is occupied by its lower-income employees.

Assuming one-fifth of the previously approved proximate DRI is constructed each year, the number of affordable housing units in the overlap area needed by the previously approved proximate DRI is reduced by one-fifth annually, until after five years, all of the identified units are occupied by employees of the previously approved proximate DRI. Therefore, every year which passes between the affordable housing surveys of the proposed DRI and the proximate DRI reduces the likelihood of the overlapping units being the same units.

Therefore, this Agreement allows, with modifications as addressed later, the assignment of 20 percent per year of area-identified duplicate affordable housing supply within overlap areas to be assigned to the proposed DRI. For example, if two years have passed between the two affordable housing surveys, then 40 percent of the duplicate overlapping area units can be assigned to the proposed DRI. If four years have passed, then 80 percent of the overlap area units can be assigned to the proposed DRI. If five years have passed, then all of the units can be assigned to the proposed DRI.

One case where the supply of the previously approved DRI within the overlap area is not reduced by 20 percent per year is when the demand exceeds supply. In this case, the demand is reduced by 20 percent per year. When the reduction in demand equals or exceeds the identified supply, then the corresponding supply is reduced accordingly.

Adjusting the Housing Prices of the Previously Approved Proximate DRI to Reflect Housing Prices of the Affordable Housing Survey Year of the Proposed DRI

Once the overlapping affordable housing supply reserved for the previously approved proximate DRI is identified, adjustments must be made to reflect changes in housing costs which have occurred between the affordable housing survey years of the two DRIs. Once the cost of the reserved affordable housing supply is adjusted, it is then re-assigned to the applicable salary income ranges of the proposed DRI affordable housing analysis and removed from the identified affordable housing supply of the proposed DRI.

TABLES

Four tables are used to determine the number of affordable housing units within the area of overlap which must be reserved for the previously approved proximate DRI. The following section describes each table and how it implements the major concepts discussed above.

Table A

Table A identifies an interim number of for-rent and for-sale affordable housing units by salary income range identified in a hypothetical, previously-approved DRI (hereafter referred to as the Flamingo Mall DRI). Essentially, the table reduces the original Flamingo Mall DRI affordable housing supply to take into account housing units used by DRIs approved during the intervening period of time between approval of Flamingo Mall DRI and submittal of the proposed DRI. Once removed, the modified Flamingo Mall DRI affordable housing supply is used in Table B as the basis for determining the minimum number of affordable housing supply units needed to meet the affordable housing demand of the Flamingo Mall DRI, as well as to determine the number of excess Flamingo Mall DRI affordable housing supply units which can be used by the proposed DRI.

Table A is comprised of four major sections. The first section identifies the salary income ranges, median home prices, median monthly rents, and number of affordable for-sale and rental units from the Flamingo Mall DRI affordable housing supply analysis. The second section classifies the Flamingo Mall DRI affordable housing supply by number of housing units located within the area of overlap with the proposed DRI. The third section of the table identifies Flamingo DRI affordable housing supply which were used by other, previously-approved DRIs. If any such units were used, the net effect is to reduce the number of excess units of affordable housing supply associated with the Flamingo Mall DRI. The fourth section of the table contains the results of the subtractions.

In Table A, below, some affordable housing units associated with the Flamingo Mall DRI have been used by other previously approved DRIs. These units must first be removed from the original Flamingo Mall DRI affordable housing supply survey before consideration of the overlap area between the proposed DRI and the Flamingo Mall DRI. Otherwise double-counting of the affordable housing supply may occur. An example of the subtraction process for one salary income range follows.

The \$8,250 - \$9,999 salary income range identifies 86 for-sale units and 9 rental units as part of the Flamingo Mall DRI affordable housing supply. Section 3 of the table indicates that 24 of the for-sale units and all 9 rental units have been consumed by prior DRIs with affordable housing supply areas which overlap the Flamingo Mall DRI affordable housing supply area. Therefore, the net total for-sale units in this salary income range is 62. Since all of the rental units were consumed by prior DRIs, none of the 9 overlapping Flamingo Mall DRI rental units are available to meet the needs of either the Flamingo Mall DRI or the proposed DRI. Section 2 of the table indicates that 23 of the identified for-sale units contained in the affordable housing survey of the Flamingo Mall DRI overlap the affordable housing supply area of the proposed DRI (see column titled "Units Overlapping Proposed DRI, Units, For Sale Units). Since the number of net units, 62, is greater than the number of Flamingo Mall DRI for-sale units located in the overlap area, there is no need to reduce the identified supply of available for-sale units within the overlap area of the Flamingo Mall DRI, 23, since all of its for-sale housing supply, 86, less for-sale units consumed by prior DRIs, 24, is greater than the number of units identified in the area of overlap between the proposed DRI and the Flamingo Mall DRI. This process is repeated for each salary income range. The remaining units, referred to as "net units" are the remaining unused affordable housing units associated with the Flamingo Mall DRI available to meet its affordable housing demand the Flamingo Mall DRI, (and, possibly, the proposed DRI within the area of overlap) and are carried forward to Table B.

TABLE A IDENTIFICATION OF NET OVERLAPPING AFFORDABLE HOUSING UNITS ASSOCIATED WITH THE FLAMINGO MALL DRI																
Salary Income Range		2002 Median Home Price	2002 Median Monthly Rent	Total Units		Units Overlapping Proposed DRI		For-sale Units Used by Other DRIs	Rental Units Used by Other DRIs	Overlapping For-sale Units Used by Other DRIs	Overlapping Rental Units Used by Other DRIs	Net Units Total		Net Units Overlapping Proposed DRI		
				For-sale Units	Rental Units	For-sale Units	Rental Units					For-sale Units	Rental Units	For-sale Units	Rental Units	
Low	High															
Very Low-income																
\$5,750	\$8,249	\$27,187	\$16	0	0	0	0	0	0	0	0	0	0	0	0	0
8,250	9,999	34,783	171	86	9	23	0	24	9	0	0	62	0	23	0	0
10,000	12,499	43,232	211	74	1	0	0	3	1	0	0	71	0	0	0	0
12,500	14,999	53,327	258	107	0	2	0	19	0	2	0	88	0	0	0	0
15,000	17,281	62,545	305	143	2	0	1	27	2	0	1	115	0	0	0	0
17,282	18,351	69,846	343	132	3	4	3	26	2	1	2	106	1	3	1	1
18,352	19,999	70,006	352	97	5	37	4	60	1	0	0	37	4	37	4	4
20,000	21,913	78,346	398	234	17	100	14	42	4	1	1	192	13	99	13	13
21,914	22,926	81,542	423	178	66	56	21	103	0	0	0	75	66	66	21	21
22,927	24,049	81,967	436	14	8	1	0	10	8	0	0	4	0	1	0	0
Low-income																
24,050	24,999	85,698	460	198	0	76	0	100	0	0	0	96	0	76	0	0
25,000	26,923	91,514	492	205	16	0	0	39	0	0	0	166	16	0	0	0
26,924	28,172	95,665	517	243	0	0	0	113	0	0	0	130	0	0	0	0
28,173	29,999	98,975	539	305	0	0	0	237	0	0	0	66	0	0	0	0
30,000	31,931	108,193	586	453	0	34	0	260	0	0	0	193	0	34	0	0
31,932	33,181	112,421	611	147	0	10	0	56	0	0	0	91	0	10	0	0
33,182	34,999	115,655	633	219	0	23	0	139	0	0	0	80	0	23	0	0
35,000	36,939	123,994	680	379	14	0	0	208	0	0	0	171	14	0	0	0
36,940	37,809	128,299	706	246	37	25	0	135	0	0	0	111	37	25	0	0
37,810	38,480	128,998	712	38	16	3	0	28	0	0	0	10	16	3	0	0
Moderate-income																
38,481	39,999	131,853	736	143	1	53	0	90	0	0	0	53	1	53	0	0
40,000	41,949	138,920	773	365	20	0	0	218	0	0	0	147	20	0	0	0
41,950	43,199	143,300	800	158	18	13	0	93	0	0	0	65	18	13	0	0
43,200	44,999	146,382	820	67	31	23	0	26	0	0	0	41	31	23	0	0
45,000	46,480	155,599	867	349	23	58	0	199	0	0	0	150	23	58	0	0
46,481	47,300	155,871	876	0	0	0	0	0	0	0	0	0	0	0	0	0
47,301	48,985	163,061	914	185	0	23	0	73	0	0	0	112	0	23	0	0
48,986	50,235	163,372	923	0	4	0	0	0	0	0	0	0	4	0	0	0
50,236	51,966	170,522	961	207	13	36	0	102	0	0	0	105	13	36	0	0
51,967	53,216	175,057	988	834	0	3	0	807	0	0	0	27	0	3	0	0
53,217	54,999	177,984	1,008	485	0	7	0	469	0	0	0	16	0	7	0	0
55,000	57,499	187,202	1,055	632	5	32	0	555	0	0	0	77	5	32	0	0
57,500	57,720	191,810	1,082	590	0	12	0	568	0	0	0	22	0	12	0	0
Above Moderate-income																
57,721	+	194,210+	1,285 +													

Table B

Table B converts the net housing units associated with the Flamingo Mall DRI from Table A into an interim number of affordable housing units which must be reserved for it, and therefore, excluded from the affordable housing supply of the proposed DRI. The identified reserved housing units are considered interim as additional adjustments must still be made in Tables C and D. Table B consists of four sections. A detailed explanation of each section of Table B follows.

Affordable Housing Demand and Supply of the Previously Approved Proximate DRI

The first section of Table B identifies, by salary income range, the affordable housing demand of the Flamingo Mall DRI as well as the net total and overlapping affordable housing supply units identified in Table A. The section concludes by subtracting Flamingo Mall DRI demand from its net supply. The process of subtraction is the same as used in Table 5 of the Agreement to determine discrete and cumulative surplus and/or deficiency.

Affordable housing demand, as expressed by number of households, is subtracted from the net affordable housing supply for each salary income range. The result is shown in the Surplus/(Deficiency) columns. For the \$8,250 - \$9,999 salary income range, 43 households are subtracted from 62 off-site for-sale dwelling units. The result reveals a surplus supply of 19 dwelling units affordable to this salary income range. Since this is the lowest salary income range, the surplus 19 units are also affordable to households in all other salary income ranges. The 19 surplus units are noted in both the Discrete and Cumulative columns under the Surplus/Deficiency heading.

In the next income range, \$10,000 - \$12,499, the number of households exceeds the affordable housing supply by 11. Therefore, the previously identified 18 net surplus units is reduced by 11 units from the prior salary income range, showing a cumulative surplus of 8 units.

The next salary income range, \$12,500 - \$14,999, has a net deficit of 84 dwelling units. Demand for these households can be partially supplied by the 8 remaining surplus units, since they are affordable to households within the higher salary income range. A deficit of 84 units is noted in the Discrete column while the Cumulative column drops from a surplus of 8 units to a deficit of 76 units.

The \$15,000 - \$17,281 salary income range has a 158 unit deficiency and is so noted in the Discrete column. No available affordable housing supply exists for these units. Therefore, the Cumulative Deficit is increased to 234 units.

The \$17,282 - \$18,351 salary income range has a surplus supply of 90 dwelling units. These units cannot be used to meet the unmet cumulative demand as they are not affordable to households in the lower salary income ranges. Therefore, the cumulative deficit remains at 234.

The \$18,352 - \$19,999 salary income range has a deficit of 109 units. Demand for 90 of these households is supplied by the 90 surplus units associated with the \$17,282 - \$18,351 salary income range, resulting in a net deficit of 24 units. Therefore, the cumulative deficit increases by 24 units to 253.

This process is repeated through all salary income ranges within the three income classes (very low-, low- and moderate-income).

Units Available and Used for Mitigation of Significant Affordable Housing Impact of the Previously Approved Proximate DRI

In addition to affordable housing units used by Flamingo Mall DRI to meet a portion of its demand, the Flamingo Mall DRI also used some of its surplus unaffordable but available housing units to mitigate at least some of its significant affordable housing impact in accordance with Rule 9J-2.048(a)3, FAC. Therefore, housing units used to mitigate impacts in accordance with this Rule must also be reserved for the Flamingo Mall DRI and cannot be considered excess units available to be used as part of the affordable housing supply of the proposed DRI. Therefore, the second section of Table B removes units used by the Flamingo Mall DRI for mitigation and assigns as many of the remaining excess units as possible to the area of overlap between the Flamingo Mall DRI and the proposed DRI. The resulting numbers are interim in nature as additional adjustments must be made based on whether the units in the area of overlap are identified by address or by area.

The process for removing housing units used for mitigation is similar to Table 6 of the Agreement, where the remaining unmitigated need is met by the remaining affordable housing supply. The first step in this section of the table is to determine the number of units available for mitigation. The salary income ranges between \$5,750 - \$8,249 through \$18,352 - \$19,999 have no for-sale or rental units available for mitigation, as all of their units are used to meet the affordable housing demand. Therefore, the columns which identify for-sale and rental units available and used for mitigation equal 0 for these salary income ranges. Since there are no excess units in these salary income ranges, the column titled "Preliminary Excess For-sale Units" is 0 for these salary income ranges. Similarly, since no rental units are identified for these salary income ranges, the column titled "Preliminary Excess Rental Units" is also 0. Since no units are available, the remaining unmet need column remains at 253 through all three salary income ranges.

The \$20,000 - \$21,913 salary income range has an excess of 108 for-sale units which were not used to meet the affordable housing demand and is so noted in the column titled, "For-sale Units Available for Mitigation." All of these units are used to mitigate the unmet affordable housing need, and is subtracted from the 253 housing unit deficit in the column titled, "Remaining Unmet Need." resulting in a remaining deficit of 145 units. Since all of the excess units were used to mitigate its unmet need, the preliminary excess for-sale units for this salary income range is 0, and is so noted in the column titled, "Preliminary Excess For-sale Units."

The \$25,000 - \$26,923 salary income range has an excess of 121 for-sale units and 16 rental units. The Flamingo Mall DRI chose to mitigate its remaining 53 units of unmitigated need by using 53 for-sale units (note: The Flamingo Mall DRI could have used a combination of for-sale and rental units, but chose to use all for-sale units, in this case). Therefore, the column titled "Preliminary Excess For-sale Units" equals 68 (121 for sale units available for mitigation less 53 for-sale units used for mitigation), and the column titled "Preliminary Excess Rental Units" equals 16. This process is repeated for all salary income ranges.

Overlapping Units Reserved for the Flamingo Mall DRI

The third section of Table B identifies units within the area of overlap which must be reserved for the Flamingo Mall DRI. They represent units which must be removed from the overlapping affordable housing supply of the proposed DRI. The identification is considered preliminary as additional adjustments must be made based on whether the units in the area of overlap are addressed-matched as duplicate units or whether they are area-matched as duplicate units.

The determination of these units in Table B is described as follows. The net overlapping for-sale and rental units identified in the first section of the table for salary income ranges from \$5,750 - \$8,249 through \$24,050 - \$24,999 is carried over to the reserved overlapping units columns, since all of these units were used by the Flamingo DRI to meet its affordable housing demand. In other words, Flamingo Mall DRI had no additional units within these salary income ranges located outside the area of overlap which could have been used to swap with these overlapping units. Therefore, all of these units must be reserved for the Flamingo Mall DRI.

The \$25,000 - \$26,923 salary income range has 68 preliminary excess for-sale units and 16 preliminary excess rental units. However, none of these units are located within the area of overlap. Therefore, the number of units in the columns titled reserved overlapping for-sale and rental units is 0.

As with the \$25,000 - \$26,923 salary income range, the \$26,924 - \$28,172 and the \$28,173 - \$29,999 salary income ranges have no net overlapping units. Therefore, no units are served for these two salary income ranges in the columns titled reserved overlapping for-sale and rental units columns.

The \$31,932 - \$33,181 salary income range contains 91 for-sale units, of which 10 are identified as located within the overlap area. This salary income range has a discrete deficit of 17 affordable housing units and no units available for mitigation. Therefore, the 10 overlapping units are identified in the reserved overlapping for-sale units column.

The \$36,940 - \$37,809 salary income range contains 111 for-sale units, of which 25 are identified as located within the overlap area. Additionally, the salary income range also has 37 vacant rental units, of which none are located within the area of overlap. The salary income range has a discrete surplus of 90 affordable housing units, of which 53 for-sale units and all 37 vacant rental units are available for mitigation. None of these units were used by the Flamingo Mall DRI to mitigate their affordable housing impacts, as indicated by the zeros in the columns titled for-sale and rental units used for mitigation. Therefore, the salary income range has 53 preliminary excess for-sale units and 37 preliminary vacant rental units. This process of allocation is repeated for all salary income ranges.

Address-Matched and Area-Matched Affordable Housing Supply Units and Interim Overlapping Affordable Housing Supply Reserved for the Flamingo Mall DRI

The final section of the table takes into account the reservation of affordable housing supply where both the proposed DRI and the Flamingo Mall DRI identify for-sale units by parcel number or address, and where both surveys identify rental unit complexes by name. If either the proposed DRI or the previously approved proximate DRI did not identify for-sale units by a unique identifier, such as address or parcel number, then the first column, titled "For-sale Units in Overlap Area with Same Address" would be blank. Similarly, if either of the DRIs did not identify rental complexes by name, then the second column, titled "Rental Units in Overlap Area in Same Rental Complex" would also be blank. In this example, Table B assumes that the for-sale portions of the affordable housing supply surveys for both DRIs identify units by address and that rental units are identified by rental complex, but not by unique rental unit identifiers (such as apartment numbers).

Having an exact address match between the two DRI affordable housing surveys for for-sale units in the overlap area is significant as such units may be required to be treated differently than overlapping units identified at an area level such as census tract, block group, or multiple listing service zone. Having the same rental complex in both surveys is significant, even if the exact addresses of the vacant rental units is unknown. Should the two surveys not identify the same rental complexes within the area of overlap, it is reasonable to assume that they have not identified the same rental units. In other words, if both affordable housing surveys identified rental units within the overlap area, but do not identify the same rental unit complexes, then each DRI is using different rental units as part of its affordable housing supply and there is no need to reserve any of these rental units for the Flamingo Mall DRI. Similarly with for-sale units, if the two DRIs do not contain the same units within the area of overlap, then each DRI is using different for-sale units for its affordable housing supply and there is no need to reserve any of these for-sale units for the Flamingo Mall DRI.

A careful examination of the affordable housing supply surveys for matching units is reported in the first two columns of this section. The last two columns of the section report an interim overlapping housing supply reserved for the Flamingo Mall DRI. The data reported in these two columns are used in Tables C and D to adjust these values to take into account the time lapse between the two affordable housing supply surveys.

In this example the for-sale units of both affordable housing surveys are address-matched, and the rental complex surveys are matched by rental complex name but not by a unique identifier for each vacant rental unit (i.e., apartment number). Therefore, the last two columns report the same values as the first two columns of this section, provided the number of reserved overlapping for-sale and/or rental units is equal to or greater than the number of for sale units with the same address in the overlap area and/or rental units in the same rental complex. If the two affordable housing surveys had matched both for-sale and rental units using area-matching, then the last two columns of this section would report the data contained in the last two columns of section 3 without further modification.

Examination of the \$8,250 - \$9,999 salary income range reveals 23 preliminary reserved for-sale units in the area of overlap as per the column titled "Reserved Overlapping For-sale Units". Without the for-sale unit address-matching affordable housing supply surveys, all 23 units must be reserved for the Flamingo Mall DRI and the proposed DRI would have to reduce its identified number of for-sale units by 23. However, the number of address-matched for-sale units in both DRI housing surveys is only 12, as identified in the column titled "For-sale Units in Overlap Area with Same Address." Therefore, 11 of the 23 units do not have the same address and are not used to meet the affordable housing demand of both DRIs. As a result, the second to last column in the table identifies 12 interim overlapping for-sale units as reserved for the Flamingo Mall DRI.

The \$20,000 - \$21,913 salary income range identifies 14 preliminary reserved overlapping rental units in the last column of the third section of the table. Without the rental unit complex surveys, all 14 units must be reserved for the Flamingo Mall DRI and the proposed DRI would be required to reduce its identified number of rental units by 14. However, the number of surveyed rental units in the overlap area which, in both DRI rental surveys are located within the same rental complex is 0, (as identified in the second column of the fourth section of the table, which is titled, "Rental Units in Overlap Area in Same Rental Complex). As a result, it is clear that, for this salary income range, the rental units identified in the two rental surveys were unduplicated units. Therefore, no rental unit reduction is necessary for the proposed DRI within this salary income range, and the last column of the table identifies 0 interim overlapping rental units in the overlap area reserved for the Flamingo DRI for this salary income range.

The \$30,000 - \$31,931 salary income range identifies 5 for sale-units with the same address in the area of overlap between the two DRIs. However, none of these units are identified in the second half of this section as interim overlapping for sale units reserved for the Flamingo Mall DRI. This is because the next to last column of the third section, titled, "Reserved Overlapping For-sale Units" does not indicate a need to reserve any of these units, as the Flamingo Mall DRI affordable housing demand for this salary income range can be met by other units located outside the area of overlap. This process is repeated for all salary income ranges.

TABLE B
IDENTIFICATION OF INTERIM OVERLAPPING RESERVED AFFORDABLE HOUSING SUPPLY FOR A PREVIOUSLY APPROVED PROXIMATE DRI
Flamingo Mall DRI

Salary Income Range		2002 Median Home Price	2002 Median Monthly Rent	Number of Households Flamingo DRI	Net Total Units		Net Overlapping Units		Surplus/Deficiency		For-sale Units Available for Mitigation	Rental Units Available for Mitigation	For-sale Units Used for Mitigation	Rental Units Used for Mitigation	Remaining Unmitigated Need	Preliminary Excess For-sale Units	Preliminary Excess Rental Units	Preliminary Reserved Overlapping For-sale Units	Preliminary Reserved Overlapping Rental Units	Proposed DRI and Flamingo Mall DRI		Interim Overlapping Affordable Housing Supply Reserved for Flamingo DRI	
					For-sale	Rental	For-sale	Rental	Discrete	Cumulative										For-sale Units in Overlap Area With Same Address	Rental Units in Overlap Area in Same Rental Complex	For-sale Units	Rental Units
Very Low-income																							
\$5,750	\$8,249	\$27,187	\$16	0	0	0	0	0	0	0	0	0	0	0	-253	0	0	0	0	0	0	0	0
8,250	9,999	34,783	171	43	62	0	23	0	19	19	0	0	0	0	-253	0	0	23	0	12	0	12	0
10,000	12,499	43,232	211	82	71	0	0	0	-11	8	0	0	0	0	-253	0	0	0	0	0	0	0	0
12,500	14,999	53,327	258	172	88	0	0	0	-84	-76	0	0	0	0	-253	0	0	2	0	2	0	2	0
15,000	17,281	62,545	305	274	116	0	0	0	-158	-234	0	0	0	0	-253	0	0	0	1	0	1	0	1
17,282	18,351	69,846	343	17	106	1	3	1	90	-234	0	0	0	0	-253	0	0	0	3	0	0	0	0
18,352	19,999	70,006	352	146	37	4	37	4	-105	-249	0	0	0	0	-253	0	0	37	4	0	3	0	3
20,000	21,913	78,346	396	84	192	13	99	13	121	-253	108	0	108	0	-145	0	0	99	14	99	0	99	0
21,914	22,926	81,542	423	32	75	66	50	21	109	-253	43	68	0	68	-79	0	0	56	21	43	21	43	21
22,927	24,049	81,967	436	51	4	0	1	0	-47	-253	0	0	0	0	-79	0	0	1	0	0	0	0	0
Low-income																							
24,050	24,999	85,698	460	54	98	0	76	0	44	-253	44	0	26	0	-53	38	0	76	0	21	0	21	0
25,000	26,923	91,514	492	45	166	16	0	0	137	-253	121	16	53	0	0	68	16	0	0	0	0	0	0
26,924	28,172	95,605	517	68	130	0	0	0	62	-253	82	0	0	0	0	82	0	0	0	0	0	0	0
28,173	29,999	98,975	539	38	68	0	0	0	30	-253	30	0	0	0	0	30	0	0	0	0	0	0	0
30,000	31,931	108,193	586	48	193	0	34	0	145	-253	128	0	0	0	0	128	0	0	0	5	0	0	0
31,932	33,181	112,421	611	108	91	0	10	0	-17	-253	0	0	0	0	0	0	10	0	10	0	10	0	0
33,182	34,999	115,655	633	80	80	0	23	0	0	-253	0	0	0	0	0	0	23	0	12	0	12	0	0
35,000	36,939	123,994	680	76	171	14	0	0	109	-253	95	14	0	0	0	95	14	0	0	0	0	0	0
36,940	37,809	128,299	706	58	111	37	25	0	90	-253	37	37	0	0	0	53	37	0	0	25	0	0	0
37,810	38,480	128,998	712	42	10	16	3	0	-16	-253	0	0	0	0	0	0	35	0	3	0	3	0	0
Moderate-income																							
38,481	39,999	131,853	736	26	53	1	53	0	28	-253	27	1	0	0	0	27	0	26	0	19	0	19	0
40,000	41,949	138,920	773	18	147	20	0	0	149	-253	129	20	0	0	0	129	0	0	0	0	0	0	0
41,950	43,199	143,300	800	33	65	18	13	0	50	-253	32	18	0	0	0	32	0	0	0	13	0	0	0
43,200	44,999	146,382	820	12	41	31	23	0	60	-253	29	31	0	0	0	29	0	0	0	23	0	0	0
45,000	46,480	155,599	867	7	150	23	58	0	166	-253	123	23	0	0	0	123	0	0	0	58	0	0	0
46,481	47,300	155,871	876	20	0	0	0	0	-20	-253	0	0	0	0	0	0	0	20	0	0	0	0	0
47,301	48,985	163,061	914	4	112	0	23	0	108	-253	75	0	0	0	0	75	0	0	0	32	0	0	0
48,986	50,235	163,372	923	37	0	4	0	0	-33	-253	0	0	0	0	0	0	37	0	0	0	0	0	0
50,236	51,966	170,522	961	2	105	13	30	0	110	-253	99	13	0	0	0	99	0	0	0	36	0	0	0
51,967	53,216	175,057	988	31	27	0	3	0	-4	-253	0	0	0	0	0	0	7	0	3	0	3	0	0
53,217	54,999	177,984	1,008	1	16	0	7	0	15	-253	15	0	0	0	0	15	0	0	0	7	0	0	0
55,000	57,498	187,202	1,055	0	77	5	32	0	82	-253	73	5	0	0	0	73	0	0	0	12	0	0	0
57,500	57,720	191,810	1,082	26	22	0	12	0	-4	-253	0	0	0	0	0	0	16	0	9	0	9	0	0

Table C

The Flamingo Mall DRI affordable housing survey was conducted in 2002. The affordable housing survey for the proposed DRI was conducted in 2005. Table C adjusts the monthly rent and price of Flamingo Mall DRI reserved for-sale and rental units identified in the last two columns of Table B to reflect 2005 prices. The year 2002 for-sale unit prices are adjusted using the median sales price of existing single-family homes by selected metropolitan areas as reported in the Statistical Abstract of the United States. Since the Statistical Abstract did not contain data for year 2003 through 2005, for-sale unit prices for these years are adjusted using median sales price of existing single-family homes for metropolitan areas as reported by the national Association of Realtors. Rental unit monthly rent adjustments are based on Bureau of Labor Statistics, Rent of Primary Residence, Southern Urban, Not Seasonally Adjusted Series. For example, the median sales price of the two reserved for-sale units identified in \$8,250 - \$9,999 salary income range in Table C for the Flamingo Mall DRI is \$34,783. However, in 2005, the value of the units is estimated to be \$62,367. If home prices have risen at a faster rate than wages, these units may no longer be affordable to households in the lowest salary income range.

The last two columns of Table C re-assign the reserved, 2005 price-adjusted, housing units to their new affordable housing salary income range for the proposed DRI. The table contains the high and low ends of affordable for-sale housing prices, as well as high and low ends of affordable monthly rent, by salary income range for the proposed DRI. As can be seen, the \$8,240 - \$9,999 salary income range in Table C identified 12 units of affordable for-sale housing reserved for the Flamingo Mall DRI based on year 2002 prices. The price of these units is adjusted to a year 2005-equivalent price of \$62,367. Since the upper end of for-sale affordability for this salary income range in Table D is \$39,008, they are no longer affordable to this salary income range. Therefore, these 12 units are re-assigned to the \$15,000 - \$17,281 salary income range in the second to last column of the table. Similarly, the 21 reserved overlapping rental units affordable to the \$21,914 - 22,926 salary income range of the Flamingo Mall DRI have a year 2002 median monthly rent of \$421. The same units have a year 2005 adjusted monthly rent of \$457. These 21 units are therefore re-assigned to the \$24,050 - \$24,999 salary income range in the last column of the table. This process is repeated for all reserved units identified in Table C.

TABLE C FINAL OVERLAPPING RESERVED AFFORDABLE HOUSING SUPPLY ADJUSTED TO PROPOSED DRI AFFORDABLE HOUSING SURVEY YEAR																	
Flamingo Mall DRI								Overlapping Reserved Affordable Housing Supply Flamingo DRI, 2002 Prices		Adjustments to Flamingo Mall 2002 Housing Costs to reflect Year 2005 Housing Prices and Monthly Rent						Overlapping Affordable Housing Supply Reserved for Flamingo Mall DRI Adjusted to 2005 Prices	
Salary Income Range		2002 Home Prices			2002 Monthly Rents			For-sale Units	Rental Units	Percentage Increase in Median Annual Home Price From 2002, Cumulative			Percentage Increase in Median Annual Monthly Rent From 2002, Discrete			For-sale Units	Rental Units
										2003	2004	2005	2003	2004	2005		
Low	High	Low	Median	High	Low	Median	High			11.54%	20.00%	33.96%	2.40%	2.70%	2.80%		
Very Low-income																	
\$5,750	\$8,249	\$24,101	\$27,187	\$30,272	-\$15	\$16	\$47	0	0	\$30,324	\$32,624	\$36,420	\$16	\$17	\$17	0	0
8,250	9,999	30,272	34,783	39,008	47	171	91	12	0	38,797	46,556	62,367	175	180	185	0	0
10,000	12,499	39,008	43,232	48,280	91	211	153	0	0	48,221	57,865	77,516	216	222	228	0	0
12,500	14,999	48,280	53,327	57,936	154	258	216	2	0	59,481	71,377	95,617	264	271	279	0	0
15,000	17,281	57,936	62,545	66,196	216	305	273	0	1	69,763	83,715	112,145	312	321	330	12	0
17,282	18,351	66,196	69,846	69,926	273	343	300	0	0	77,906	93,487	125,236	351	361	371	0	0
18,352	19,999	69,926	70,006	74,176	301	352	342	0	3	78,085	93,702	125,523	360	370	381	0	0
20,000	21,913	74,176	78,346	79,944	341	398	389	99	0	87,387	104,865	140,477	408	419	430	0	3
21,914	22,926	79,944	81,542	81,755	389	423	414	43	21	90,952	109,142	146,207	433	445	457	0	0
22,927	24,049	81,755	81,967	83,833	414	436	442	0	0	91,426	109,711	146,969	446	459	471	0	0
Low-income																	
24,050	24,999	83,833	85,698	88,606	442	460	466	21	0	95,588	114,705	153,659	471	484	497	0	21
25,000	26,923	88,606	91,514	93,590	466	492	514	0	0	102,075	122,490	164,087	504	517	532	0	0
26,924	28,172	93,590	95,665	97,320	514	517	545	0	0	106,705	128,046	171,530	529	544	559	2	0
28,173	29,999	97,320	98,975	103,584	545	539	591	0	0	110,397	132,476	177,465	552	567	583	0	0
30,000	31,931	103,584	108,193	110,307	591	586	639	0	0	120,678	144,814	193,993	600	616	634	0	0
31,932	33,181	110,307	112,421	114,038	639	611	671	10	0	125,394	150,473	201,574	626	643	661	0	0
33,182	34,999	114,038	115,655	119,825	671	633	716	12	0	129,002	154,802	207,373	648	666	684	0	0
35,000	36,939	119,825	123,994	126,147	716	680	764	0	0	138,303	165,963	222,325	696	715	735	0	0
36,940	37,809	126,147	128,299	128,649	765	706	786	0	0	143,105	171,726	230,044	723	742	763	0	0
37,810	38,480	128,649	128,998	130,426	786	712	803	3	0	143,884	172,661	231,297	729	749	770	0	0
Moderate-income																	
38,481	39,999	130,426	131,853	135,387	803	736	841	19	0	147,069	176,483	236,416	754	774	796	0	0
40,000	41,949	135,387	138,920	141,060	841	773	890	0	0	154,951	185,942	249,087	792	813	836	100	0
41,950	43,199	141,060	143,300	144,791	890	800	921	0	0	159,837	191,804	256,941	819	841	865	0	0
43,200	44,999	144,791	146,382	150,991	921	820	966	0	0	163,274	195,929	262,467	840	862	886	43	0
45,000	46,480	150,991	155,599	155,735	966	867	1,003	0	0	173,555	208,266	278,993	888	912	937	21	0
46,481	47,300	155,735	155,871	159,466	1,003	876	1,024	0	0	173,859	208,630	279,481	897	921	947	0	0
47,301	48,985	159,466	163,061	163,217	1,024	914	1,066	0	0	181,878	218,254	292,373	936	961	988	0	0
48,986	50,235	163,217	163,372	166,947	1,066	923	1,097	0	0	182,225	218,670	292,931	945	971	998	0	0
50,236	51,966	166,947	170,522	172,790	1,097	961	1,140	0	0	190,200	228,240	305,751	984	1,011	1,039	0	0
51,967	53,216	172,790	175,057	176,521	1,140	988	1,171	3	0	195,259	234,310	313,882	1,012	1,039	1,068	0	0
53,217	54,999	176,521	177,984	182,593	1,171	1,008	1,216	0	0	198,523	238,228	319,130	1,032	1,060	1,090	0	0
55,000	57,499	182,593	187,202	189,506	1,216	1,055	1,278	0	0	208,805	250,566	335,658	1,080	1,109	1,141	0	0
57,500	57,720	189,506	191,810	194,210	1,279	1,082	1,284	9	0	213,945	256,734	343,921	1,108	1,138	1,170	0	0
Above Moderate-Income																	
57,721+		194,211			1,285											56	

Table D

Table D adjusts for the time-lag between the two affordable housing surveys for area-matched units. All reserved units in the overlapping area which are address-matched must be reserved for the full five years of the applicable Flamingo Mall DRI phase as per Rule 9J-2.048(5)(c)5, FAC. However, the number of units which must be reserved for the Flamingo Mall DRI which are area-matched may be further reduced to take into account the fact that a certain percentage of the Flamingo Mall DRI has been constructed by 2005, and that a corresponding percentage of its needed affordable housing supply has been occupied to satisfy its affordable housing need.

For example, assume one year has passed between approval of the Flamingo Mall DRI and the affordable housing survey of the proposed DRI. Since it is not known for certain which of the area-matched rental units are needed by the Flamingo Mall DRI, it is reasonable to assume that one-fifth of the Flamingo Mall DRI affordable housing supply has been occupied by employees of the Flamingo Mall DRI. Therefore, one-fifth of the interim reserved units must be different units than those identified in the affordable housing supply survey of the proposed DRI for area-matched units, and the number of reserved units which are area-matched can be reduced by one-fifth. Every additional year between approval of the Flamingo Mall DRI and the affordable housing supply survey year of the proposed DRI allows an additional 20 percent reduction of the reserved area-matched units.

In this example, three years have passed between the affordable housing surveys of the two DRIs. Therefore, the percentage of reserved housing units based on area matching can be reduced by 60 percent. Since the rental units were not address-matched, they are reduced by 60 percent as per the last column of Table D.

Note that for the \$15,000 - \$17,281 salary income range, 12 for sale address-matched units are reserved for the Flamingo Mall DRI. in the column titled, "Address-matched For-sale Reserved Overlapping Units." The number of reserved units is not affected by the 60 percent reduction, since these units were address matched, and therefore, the column titled "For-sale Units Taking 60% Time Reduction into Account" remains at 12.

The \$20,000 - \$21,393 salary income range identifies 3 reserved overlapping rental units. Since these units are area-matched, they are subject to the 60 percent time reduction adjustment. Therefore, the final column reports 2 rental units, taking the 60 percent time reduction into account.

The \$26,924 - \$28,172 salary income range identifies 2 reserved overlapping rental units. A 60 percent reduction to these units reduces the number of units to a fractional unit. Therefore, the final column reports one rental unit when taking the 60 percent time reduction into account.

This process is repeated for all reserved units identified in Table C. The results of Table D, as reported in its final two columns, are reported in Table 9 in the column identified as "Less Overlapping Units Reserved for Prior DRIs."

TABLE D
ALLOCATION OF FINAL OVERLAPPING AFFORDABLE HOUSING SUPPLY RESERVED FOR
A PREVIOUSLY APPROVED DRI TO SALARY INCOME RANGES OF THE AFFORDABLE HOUSING ANALYSIS OF A PROPOSED DRI

Proposed DRI						Flamingo Mall DRI					
						For-sale Reserved Overlapping Units	Rental Reserved Overlapping Units	Address- Matched For-sale Reserved Overlapping Units	Area- Matched For-sale Reserved Overlapping Units	Final Overlapping Affordable Housing Supply Reserved for Flamingo Mall DRI	
										For-sale Units Taking 60% Time Reduction Into Account	Rental Units, Taking 60% Time Reduction Into Account
Salary Income Range		For-sale Housing Price Range		Rental Unit Rent Range							
Low	High	Low	High	Low	High						
Very Low-income											
\$5,750	\$8,249	\$24,101	\$30,272	-\$15	\$47	0	0	0	0	0	0
8,250	9,999	30,272	39,008	47	91	0	0	0	0	0	0
10,000	12,499	39,008	48,280	91	153	0	0	0	0	0	0
12,500	14,999	48,280	57,936	154	216	0	0	0	0	0	0
15,000	17,281	57,936	66,196	216	273	12	0	12	0	12	0
17,282	18,351	66,196	69,926	273	300	0	0	0	0	0	0
18,352	19,999	69,926	74,176	301	342	0	0	0	0	0	0
20,000	21,913	74,176	79,944	341	389	0	3	0	0	0	2
21,914	22,926	79,944	81,755	389	414	0	0	0	0	0	0
22,927	24,049	81,755	83,833	414	442	0	0	0	0	0	0
Low-income											
24,050	24,999	83,833	88,606	442	466	0	21	0	0	0	13
25,000	26,923	88,606	93,590	466	514	0	0	0	0	0	0
26,924	28,172	93,590	97,320	514	545	2	0	2	2	2	1
28,173	29,999	97,320	103,584	545	591	0	0	0	0	0	0
30,000	31,931	103,584	110,307	591	639	0	0	0	0	0	0
31,932	33,181	110,307	114,038	639	671	0	0	0	0	0	0
33,182	34,999	114,038	119,825	671	716	0	0	0	0	0	0
35,000	36,939	119,825	126,147	716	764	0	0	0	0	0	0
36,940	37,809	126,147	128,649	765	786	0	0	0	0	0	0
37,810	38,480	128,649	130,426	786	803	0	0	0	0	0	0
Moderate-income											
38,481	39,999	130,426	135,387	803	841	0	0	0	0	0	0
40,000	41,949	135,387	141,060	841	890	100	0	100	0	0	0
41,950	43,199	141,060	144,791	890	921	0	0	0	0	0	0
43,200	44,999	144,791	150,991	921	966	43	0	43	0	0	0
45,000	46,480	150,991	155,735	966	1,003	21	0	21	0	0	0
46,481	47,300	155,735	159,466	1,003	1,024	0	0	0	0	0	0
47,301	48,985	159,466	163,217	1,024	1,066	0	0	0	0	0	0
48,986	50,235	163,217	166,947	1,066	1,097	0	0	0	0	0	0
50,236	51,966	166,947	172,790	1,097	1,140	0	0	0	0	0	0
51,967	53,216	172,790	176,521	1,140	1,171	0	0	0	0	0	0
53,217	54,999	176,521	182,593	1,171	1,216	0	0	0	0	0	0
55,000	57,499	182,593	189,506	1,216	1,278	0	0	0	0	0	0
57,500	57,720	189,506	194,210	1,279	1,284	0	0	0	0	0	0
Above Moderate-Income											
57,721+		194,211		1,285		56	0				

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ATTACHMENT C

EMPLOYEE SURVEY

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_____ EMPLOYMENT SURVEY

__ date __

An employment survey is being conducted to determine the percentage of employees at _____ who are either full-time or part-time students by income. Please help us by completing this form, even if you are not a student, and returning it to _____.

1. Type of business at which you work (i.e., restaurant, bank, office, retail store):

2. What is your gross income (including taxes) at this job? If you are in the service industry, be sure to include tips.

\$ _____

Indicate if this amount is:

- ____ Weekly
____ Every other week
____ Twice per month
____ Monthly
____ Annually
____ Other (please specify) _____

3. Are you currently a half-time or greater student at one of the following types of educational facilities?

A secondary (high) school
A vocational-technical center
A business college
A community college
A college or university

Yes ____ No ____

Thank you for your assistance!

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North Central Florida
Regional Planning Council

Development of Regional Impact
Affordable Housing Methodology

An Instruction Manual for the
NCFLHousing Excel Workbook

Version 1.01

Prepared by

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INTRODUCTION

The North Central Florida Regional Planning Council Affordable Housing Methodology Excel Workbook consists of a series of worksheets which implement the East Central Florida Regional Planning Council Affordable Housing Methodology as interpreted by the North Central Florida Regional Planning Council. The companion North Central Florida Regional Planning Council Affordable Housing Methodology addresses these interpretations. With the workbook, data can be entered into the worksheets which will, in turn, assist the user in determining the affordable housing impacts of a Development of Regional Impact, as well as a mitigation program, should the project result in a significant affordable housing impact.

The workbook was written on a personal computer containing 4 megabits of random access memory using Excel 2007 and Windows 7. The workbook uses a significant amount of computer resources. It is therefore recommended that the workbook be used on the fastest and highest capacity computer available to the user.

Two copies of the workbook are provided: A blank version (NCFLHousing.xls) and a populated version (NCFLHousingpopulated.xls). The populated workbook serves as a sample affordable housing impact analysis and is the example workbook referenced in this manual. The workbook is quite large, consisting of 65 worksheets. Thirty-four of the worksheets require no user input. Therefore, 33 of these worksheets are hidden from view in order to present the user with a more streamlined and organized workbook. The Excel Hide/Unhide command may be used to view the hidden worksheets.

The worksheets are grouped by colored tabs and are intended to be completed in the order they occur in the workbook (i.e. left to right). They are grouped, as follows:

- Project and Background Information (red);
- Employee Distribution and Household Formation (yellow)
- Affordable Housing Survey Data (light green);
- Affordability (light blue);
- Supply-Demand Analysis (dark blue);
- Mitigation Schedule, Fees and Impact Summary (white); and
- Reserved Housing Supply for Previously Approved Proximate Developments of Regional Impact (gray).

Generally, data flow from left-to-right within each worksheet. Correspondingly, data also flow left-to-right between worksheets. Unused worksheets should not be deleted as data used by other worksheets may flow through them. The worksheets should be completed in the sequence presented in the manual and the workbook.

Several of the worksheets use circular references. Therefore, the user must first **enable the Excel iterative calculation option to allow for circular references. It is recommended that the maximum number of iterations be set to 60.** When set to 60 iterations, the user may experience a delay lasting several seconds with each cell entry when the Excel calculation option is set to automatic. To speed up data entry, two options are available: The first is to set the

Excel calculation option to manual, forcing recalculations from time to time. The second option is to leave the Excel calculation option set at automatic and reduce the number of iterations to a low number, such as two. However, the second option will still require the user to re-calculate using 60 iterations per calculation before completion of the workbook to assure accurate results for all calculations. The user may find it most efficient to occasionally switch the Excel calculation option between manual and automatic (i.e., 60 iterations per calculation) at various points in the workbook. Upon completion of the workbook, it is recommended that the user open the Impacts worksheet and force a workbook recalculation. If some of the worksheet values change as a result of a recalculation, increase the number of iterations until no changes occur.

Although tempting, it is strongly recommended that the Excel cut and paste tools not be used. Using cut and paste can result in Excel reference errors which can corrupt the workbook. It is recommended that copy and paste, along with deletion of unwanted data, be used instead.

Data entry is limited to cells with pink or orange background color. All other cells are values calculated by the worksheets and should not be altered by the user. When entering data into the workbook, it is recommended that the user save each updated draft workbook under different names, such as TuscawillaDRI1, TuscawillaDRI2, etc. This will allow the user to return to the most recent version of the draft analysis should an error occur. Additionally, all data entry worksheets contain a place for explanatory notes and comments.

A NOTE ON MEASURES OF CENTRAL TENDENCY

The workbook uses averages to determine affordable housing impacts. For example, an average number of bedrooms per vacant affordable rental unit is used to determine utility costs for all vacant rental units. Additionally, an average ad valorem rate is used to determine property taxes for all for-sale units even when the affordable housing supply is located within multiple jurisdictions. An average cost per \$1,000 of home replacement value is used to determine insurance costs. Similarly, an average ratio per \$1,000 of sales price is used to determine private mortgage insurance costs. In another example, the percentage of County population comprised of secondary education and post-secondary education students is used to determine the percentage of very low-income households with students who are employees.

Consideration has been given to allowing the differentiation of rates between income classes. However, such an approach can result in gaps and overlaps between affordability ranges for rental and for-sale units which renders the workbook unusable. Consideration has also been given to the use of differing ad valorem tax rates for affordable housing supply located in different local jurisdictions. However, implementation of differing tax structures requires multiple Affordability worksheets (and multiple copies of all the worksheets used in association with the Affordability worksheet). Such an approach is impractical to implement.

The use of averages is not perfect. They may result in slightly lower affordability ranges for rental units within the very low-income class and slightly higher affordability ranges for rental units within the moderate-income class. Conversely, the use of averages may result in slightly higher affordability ranges for for-sale units within the very low-income class and slightly lower affordability ranges within the moderate-income class. Nevertheless, the use of averages is a reasonable approach. The use of averages minimizes the effect of introduced errors, maintains internal workbook consistency, and keeps the number of worksheets to a manageable level.

A NOTE ON PRINTING WORKSHEETS

Due to the large number of rows and columns in each worksheet, it can be difficult to print readable paper copies of the worksheets. Therefore, extraneous rows and columns can be hidden using the Excel Hide command for purposes of printing. For example, the worksheets usually contain rows of salary-income ranges labeled “Out of Range” and “Above Moderate.” These rows can generally be hidden in order to present a more readable printed presentation. However, please include one row which is “Out of Range” as well as one row which is “Above Moderate” so the Council can verify that the printed material covers all possible salary-income ranges. In another example, if the affordable housing analysis mitigates all its significant affordable housing impact by building units, then there is no need to print columns BN through BZ of the MitigationC worksheet, as these columns address mitigation which relies on home and rental unit subsidies. However, Column CA must still be printed since it tracks the remaining unmitigated need by salary-income range.

A NOTE ON ERRORS AND ERROR MESSAGES

If the Excel “#Value” error is evident within the workbook, it is most likely due to an over-allocation by the user of either housing units or mitigation credits in the Unmet Need, MitigationP, or MitigationC worksheets. Over-allocation data entry errors in these worksheets will be passed through to other worksheets. Therefore, if an over-allocation error occurs, even if located in a different worksheet, the user should review the Unmet Need, MitigationP, and MitigationC worksheets for error messages such as “Reduce Units in Column V” or “Reduce # of Units”. The full text of these error messages may not be visible due to column width limitations. Column widths can be expanded by the user to read the entire error message. Should such messages exist in these worksheets, reduce input values within the cells in which these messages occur until all of these types of messages are no longer visible.

If the user suspects a formula error, contact the Council instead of attempting to modify the workbook (all cells, with the exception of the pink and orange data-entry cells, are locked and cannot be altered).

What the worksheets do, how they do it, and how the user interacts with the worksheets is discussed below.

PROJECT AND BACKGROUND INFORMATION

The red-tabbed Project Background and Information worksheets are the repository for basic information about the project as well as background information used by the workbook. They consist of the GenInfo, HHRatios, and Students worksheets. Information entered in these worksheets is used throughout the workbook.

GENINFO

The GenInfo worksheet holds general information about the Development of Regional Impact. The worksheet consists of four main sections: General Project Information, Current Phase Information, Prior Phase Information, and Prior Phases Information. The required information for the sections is generally self-explanatory. General Project Information includes project name, starting and ending date of the current phase, current project phase number, and total number of project phases. Please note that the County Median Income Year, the Minimum Hourly Wage Year, and the North American Industrial Classification System County Average Annual Income Year must all be the same year. The workbook supports county median annual incomes of up to \$150,000. North American Industrial Classification System annual wages supported by the model is the amount in Cell D129 of Worksheet 1 minus \$1.00. To determine this amount, first enter the County median annual income in the GenInfo worksheet, open Worksheet 1, and force a worksheet recalculation.

The Current Phase Residential Construction Information section includes entries for the number of on-site for-sale and rental units to be constructed during the current project phase. If the user is uncertain as to tenure, enter detached residential units as For-sale units, and attached residential units as Rental units. This information is used to calculate ratios of on-site market-rate housing to developer-provided on-site affordable housing. Therefore, tenure is not critical to the workbook.

The Current Phase Affordable Housing Supply Options section tells the model which data source is used to determine the existing affordable housing supply. Enter "C" (without the quotes) for Census/American Community Survey data. Enter "S" (without the quotes) if using a private affordable housing survey. Data sources can differ by tenure. For example, Census data can be used to determine the for-sale housing supply and private survey data can be used to determine the rental unit supply. However, Census data combined with private housing survey data cannot be used to determine the supply by tenure. That is, Census data and private housing survey cannot be combined to identify the number of for-sale units. Similarly, census data and private survey data cannot be combined to identify the number of rental units. Finally, the use of Census data is limited as noted in the North Central Florida Affordable Housing Methodology document.

The Current Phase Project Information by Land Use/North American Industrial Classification System code section is where information regarding land uses by North American Industrial Classification System code is to be entered. The table supports up to ten different land use/North American Industrial Classification System codes and is generally self-explanatory. The Unit of Measure columns contains two entries: Number and Name. This is used to determine ratios of employees per standard unit of land use. Typically, employee ratios for retail, office, and

warehousing land uses, for example, are reported as employees per 1,000 square feet. Therefore, “1,000” is entered in the Number column and “Sq. Ft.” is entered in the Name column (without quotes). Hotel employee ratios are typically reported as employees per hotel room. In this case, “1” is entered in the Number column and “Room” is entered in the Name column (without quotes).

The Prior Phase General Project Information section is where selected information regarding the prior phase is to be entered, if the phase under analysis is a subsequent phase of a multi-phase project. If the Development of Regional Impact is a single-phase project, or the current project phase is the first phase of a multi-phase project, leave this section blank. The prior phase information is used to determine cumulative unmet need of a multi-phase project and to convert the salary-income ranges of any prior phase unmet need to current phase salary-income ranges. The information is also used to note any unused developer-provided housing units and mitigation credits which are available to meet current phase unmet need, should the current phase analysis result in, or continue to produce, a significant housing impact.

As noted at the bottom of the worksheet, GenInfo does not account for all project information needed by the workbook to conduct an affordable housing analysis. Additional information must be entered by the user in other worksheets.

HHRATIOS

The HHRatios worksheet contains information used to convert employees into households and households into 1-, 2-, and 3+ (3 and over)-worker households. The worksheet also contains multi-worker household income adjustment factors used to adjust the household income of multi-worker households. This information is derived from the latest decennial census. The worksheet also includes the percentage of efficiency and one-bedroom rental units located within the County as derived from the latest decennial census. The worksheet does not include the percentage of 3+ (and over)-worker households as a percentage of total households. Instead, this information is calculated by the worksheet by subtracting the 1- and 2-worker households from the number 1. **The user should hand-enter the data from the County in which the project is located into Cells C10 through K13 of the worksheet. The user should never use the Excel cut and paste feature when using the workbook.**

STUDENTS

The North Central Florida Regional Planning Council Affordable Housing Methodology allows for very low-income households which contain secondary and post-secondary students attending school on at least a half-time basis to be removed from the determination of affordable housing demand. The Students worksheet is used to determine the percentage of very low-income households with such students. The Students worksheet determines the percentage of either countywide population comprised of students, or the percentage of urban area population which is comprised of students should the project site be located within an urban area. Alternatively, the worksheet allows the user to enter the percentage of workers who are very low-income students from a private survey of existing development.

If using the private survey method, enter the percentage of very low-income students which comprise the surveyed workers in Cell A4 of the worksheet. No additional data is needed. If using the percentage of population comprised of students method, enter either the population of the urban area (if the project site is located within an urban area) or the population of the County (if the project site is located outside an urban area **(do not enter both)**) in the appropriate cells. If the project site is located within an urban area, only those secondary and post-secondary schools located within the urban area should be listed in the worksheet. If the project site is located outside an urban area, then all secondary and post-secondary schools located within the County should be listed.

Regardless of the method used, Cell A44 displays the percentage of population comprised of students. This percentage is used by the individual demand distribution worksheets to determine (and remove) the number of very low-income households which include students. The population year and school year should be the same year as the median family income year reported in the GenInfo worksheet.

EMPLOYEE DISTRIBUTION AND HOUSEHOLD FORMATION

The yellow-tabbed worksheets consist of an employee distributor worksheet, ten individual demand distribution worksheets, one prior phase demand worksheet, and one total demand distribution worksheet. As previously noted, the workbook allows for a maximum of ten land use/North American Industrial Classification System codes. One demand distribution worksheet is to be used for each land use/North American Industrial Classification System code identified for the Current Phase in the GenInfo worksheet. The user is to populate Column E of the individual demand distribution worksheets (worksheets numbered 1 through 10) with the results from the Distributor worksheet, which distributes employees by North American Industrial Classification System code using a histogram which approximates a normal distribution.

When using the employee/household distribution worksheets, it is important to include all employees and households, even those with above-moderate incomes, as this provides a complete accounting of the distribution of the unmet need. The worksheets will remove all above moderate-income households from the matching of supply to demand. The removal of above moderate-income households occurs in two different places. Single-worker households with above-moderate incomes are removed in Column G of the individual demand distribution worksheets. Multi-worker households with above-moderate incomes are removed in Column D of the UnmetNeed worksheet.

DISTRIBUTOR

The employee distributor worksheet is run one time for each individual land use/North American Industrial Classification System code identified in the Current Phase information section of the GenInfo worksheet (information contained in this portion of the GenInfo worksheet is transferred by Excel to the individual demand worksheets). In the Distributor worksheet, enter the number of the individual demand distribution worksheet for which a distribution is desired in Cell C1. A yellow highlighted row will appear. It signifies the row containing the applicable employee distribution. Excel 2007 users may need to move the Distributor worksheet around the screen before the yellow line will appear (due to a screen refresh error in Excel 2007). If the yellow line does not appear, choose the row where the number in Column A equals the number in Cells C6 through C8 (only one number appears in this cell range).

The results are hand-copied to the corresponding salary-income ranges in column E of the applicable individual demand worksheet (worksheets numbered 1 through 10). Only one land use/North American Industrial Classification System code is entered per individual demand worksheet. **Do not cut-and-paste the results to the individual demand worksheets as the distributed employees in the employee distributor worksheet may contain fractional employees.** Employees reported in the individual demand worksheet must be whole numbers. This process is repeated for each individual Land Use/North American Industrial Classification System code of the current phase using worksheets 1 through 10.

The Distributor worksheet is the only worksheet which contains hidden rows and columns. They are hidden to increase worksheet readability. The hidden rows can be revealed using the Excel Unhide command. The worksheet is modeled after a working model of a normal distribution found in museums. The museum model is a large Plexiglas box, possibly 8 feet tall by 8 feet wide and 2 inches thick, in which balls are released one at a time through the top center of the box. The balls eventually drop to the bottom of the box. However, there are numerous pegs evenly distributed in the box so that a ball cannot drop straight to the bottom center of the box. Instead, each ball drops a few inches, hits a peg, and bounces either to the left or to the right, drops a few inches and hits another peg, bouncing left or right again. This process is repeated all the way to the bottom of the box. After many balls are dropped, they are distributed along a normal curve. The distribution pattern is so consistent that the box can have a curve painted on it which represents the predicted height of the balls after they have all dropped. Invariably, the height of all the stacked balls always matches, or nearly matches, the curve painted on the box.

The Distributor worksheet does the same thing as the museum model, although the worksheet contains no possible variation due to chance. Chance does not apply as the distribution is of hypothetical employees. Each ball, when "bouncing" down to the next row, has a 50-50 chance of bouncing down one column to the left or one column to the right. The maximum number of columns the ball can drop equals the number of salary-income ranges to the left of the column containing the North American Industrial Classification System annual average income. If the ball dropped one column to the left every time, then it will come to rest in the column which included a salary-income equal to 20 hours per month multiplied by 12 months multiplied by the Florida minimum hourly wage, which is the minimum hourly wage and monthly reporting time included in Employment Security Manual Report No. 202 data.

To assure symmetry around the mean, a hallmark of a normal distribution, the number of salary-income ranges to the left of the salary-income range containing the average North American Industrial Classification System annual income defines the number of salary-income ranges to the right of the salary-income range containing the North American Industrial Classification System average income. The number of columns varies depending on the value of the North American Industrial Classification System average annual income. Therefore, the pyramidal shape of the distributor portion of the worksheet.

While each dropped “ball” has a 50 percent chance of bouncing down to the left or right on the next row, the 50-50 rule does not apply to the very first drop in the Distributor worksheet pyramid. In this case, the split occurs as a proportion between the average income and the salary-income range which contains the average income. For example, if the average income is \$9,375 and the salary-income range containing average income is \$7,500 to \$10,000, 75 percent of the employees drop to the right, or the next higher salary-income range, on the first drop, while 25 percent of the employees drop to the left, or the next lower salary-income range, on the first drop. If the average income is \$8,175, then 75 percent of the employees drop to the left on the first drop while 25 percent drop to the right. If the average income is \$8,750, then 50 percent of the employees drop to the right and 50 percent drop to the left on the first drop. The left-right split returns to 50-50 for all subsequent drops through the pyramid regardless of the left-right split of the first drop.

WORKSHEETS 1 - 10

Worksheets 1 through 10 convert employee distributions by land use/North American Industrial Classification System code into households. More precisely they assist the user in converting employee distributions into a distribution of households by salary-income range. Table 1 presents an excerpt from Worksheet 2.

TABLE 1
EXCERPT FROM EMPLOYEE DISTRIBUTION WORKSHEET #2

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T																																	
1	TUSCAWILLA DEVELOPMENT OF REGIONAL IMPACT															PHASE		2	OF	3	EMPLOYEE DISTRIBUTION BY LAND USE/NAICS CODE										Start of Phase: 3/17/2009		End of Phase: 3/17/2014																				
2	Gator County		2007	Median Income:		\$54,200				2007		Minimum Hourly Wage		\$6.67		Rows above NAICS Avg. Income:		10		Unit of Measure		Sq. Ft.																															
3	Income Class Ranges:				Very Low: Less than		\$27,100		Low:		\$27,101		to		\$43,360		Moderate:		\$43,361		to		\$65,040		No. of Units		450,000																										
4	Land Use:				Office		NAICS Code:		54		2007 NAICS Avg Annual Income: \$46,917										Students as Pct. of Very Low-Income Employees: 50.0%										Avg. Employees per 1000 Sq. Ft.		2.222222																				
5					Total Office Employees:				1,000				Yellow Row Contains NAICS Average Annual Income										Household Demand																														
6	Income Class				Employees				Number of Employees				Total Wages				Heads of Household				Households						Single Worker HHs				2- Worker HHs				3+ Worker HHs				Total														
Salary-Income Range					Single-Worker HHs																2-Worker HHs																						3+Worker HHs										
					Total																Less Students																						HH Income						Total				
7					Low				Midpoint				High																																								
8																																																					
9																																																					
54	Out of Range		1,601	1,601	1,601			0	0	0	0	1,601	0	0	3,256	0	0	3,258	0																																		
55	Out of Range		1,601	1,601	1,601			0	0	0	0	1,601	0	0	3,256	0	0	3,259	0																																		
56	Very Low		1,601	2,070	2,540			0	0	0	0	2,070	0	0	4,211	0	0	4,213	0																																		
57	Very Low		2,541	3,791	5,040			0	0	0	0	3,791	0	0	7,710	0	0	7,714	0																																		
58	Very Low		5,041	6,291	7,540			0	0	0	0	6,291	0	0	12,795	0	0	12,801	0																																		
59	Very Low		7,541	8,791	10,040			0	0	0	0	8,791	0	0	17,880	0	0	17,889	0																																		
60	Very Low		10,041	11,291	12,540			0	0	0	0	11,291	0	0	22,995	0	0	22,976	0																																		
61	Very Low		12,541	13,791	15,040			0	0	0	0	13,791	0	0	28,050	0	0	28,064	0																																		
62	Very Low		15,041	16,291	17,540			0	0	0	0	16,291	0	0	33,135	0	0	33,151	0																																		
63	Very Low		17,541	18,791	20,040			0	0	0	0	18,791	0	0	38,220	0	0	38,239	0																																		
64	Very Low		20,041	21,291	22,540			0	0	0	0	21,291	0	0	43,305	0	0	43,326	0																																		
65	Very Low		22,541	23,791	25,040	1	23,791	0	0	0	0	23,791	0	0	48,390	0	0	48,414	0																																		
66	Very-Low - Low		25,041	26,291	27,540	3	78,872	1	1	1	26,291	0	0	53,475	0	0	53,501	1																																			
67	Low		27,541	28,791	30,040	7	201,534	3	1	1	28,791	2	2	58,560	0	0	58,589	1																																			
68	Low		30,041	31,291	32,540	16	469,358	7	3	3	31,291	3	3	63,645	1	1	63,676	3																																			
69	Low		32,541	33,791	35,040	29	979,925	13	5	5	33,791	7	7	68,730	1	1	68,764	5																																			
70	Low		35,041	36,291	37,540	49	1,778,235	22	9	9	36,291	11	11	73,815	2	2	73,851	9																																			
71	Low		37,541	38,791	40,040	74	2,870,497	34	14	14	38,791	17	17	78,900	3	3	78,939	14																																			
72	Low		40,041	41,291	42,540	100	4,129,050	46	19	19	41,291	23	23	83,985	4	4	84,026	19																																			
73	Low - Moderate		42,541	43,791	45,040	122	5,342,441	74	32	32	43,791	35	35	89,070	7	7	89,114	32																																			
74	Moderate		45,041	46,291	47,540	133	6,156,637	82	36	36	46,291	38	38	94,155	8	8	94,201	36																																			
75	Moderate		47,541	48,791	50,040	129	6,293,975	80	35	35	48,791	37	37	99,240	8	8	99,289	35																																			
76	Moderate		50,041	51,291	52,540	112	5,744,536	69	30	30	51,291	32	32	104,325	7	7	104,376	30																																			
77	Moderate		52,541	53,791	55,040	88	4,733,564	55	24	24	53,791	26	26	109,410	5	5	109,464	24																																			
78	Moderate		55,041	56,291	57,540	61	3,433,721	38	17	17	56,291	17	17	114,495	4	4	114,551	17																																			
79	Moderate		57,541	58,791	60,040	38	2,234,039	24	11	11	58,791	11	11	119,580	2	2	119,639	11	2																																		
80	Moderate		60,041	61,291	62,540	21	1,287,101	13	6	6	61,291	6	6	124,665	1	1	124,726	6																																			
81	Moderate		62,541	63,791	65,040	10	637,905	6	3	3	63,791	2	2	129,750	1	1	129,814	3	3																																		
82	Above Moderate		65,041	66,291	67,540	6	331,453	0	0	0	66,291	0	0	134,835	0	0	134,901	0																																			
83	Above Moderate		67,541	68,791	70,040	2	137,581	0	0	0	68,791	0	0	139,920	0	0	139,999	0	7																																		
84	Above Moderate		70,041	71,291	72,540	1	71,291	0	0	0	71,291	0	0	145,005	0	0	145,076	0																																			
85	Above Moderate		72,541	73,791	75,040	0	0	0	0	0	73,791	0	0	150,090	0	0	150,164	0	11																																		
86	Above Moderate		75,041	76,291	77,540	0	0	0	0	0	76,291	0	0	155,175	0	0	155,251	0																																			
87	Above Moderate		77,541	78,791	80,040	0	0	0	0	0	78,791	0	0	160,260	0	0	160,339	0	17																																		
88	Above Moderate		80,041	81,291	82,540	0	0	0	0	0	81,291	0	0	165,345	0	0	165,426	0																																			
89	Above Moderate		82,541	83,791	85,040	0	0	0	0	0	83,791	0	0	170,430	0	0	170,514	0	23																																		
90	Above Moderate		85,041	86,291	87,540	0	0	0	0	0	86,291	0	0	175,515	0	0	175,601	0																																			
91	Above Moderate		87,541	88,791	90,040	0	0	0	0	0	88,791	0	0	180,600	0	0	180,689	0	35																																		
130	Total					1,000	\$46,935,500	567	246	246		257	267		54		54		246	267		54	567																														
131	(A) Total income of employees from this model:				\$102,857,000		(D) Employees above average wage produced by this model:										1,999																																				
132	(B) Total income of 4000 employees at \$25,720:				\$102,880,000		(E) Salary-Income Range (row) which contains the NAICS average income:										66																																				
133	(C) Total income, plus 5%:				\$108,024,000		(F) Employees above average wage, plus 5%:										2,200																																				
134	Prepared by: Spiffy Diffy Planning Consultants, January 15, 2009																																																				
135	NOTE: Fill in the pink cells. All other cells will automatically update.																																																				
136	NOTE: The lowest salary income range must contain a salary equal to the minimum hourly wage times 20 hours per month times 12 months per year.																																																				
137	NOTE: The total number of distributed employees in Cell E130 must equal the total number of employees for this land use and phase in Cell E5. Therefore, it may be necessary to hand-adjust the number of employees in the salary income range which contains the NAICS average wage when the sum of the distributed employees does not equal total employees due to rounding.																																																				
138																																																					
139	NOTE: Rows 81 and 82 denote the split between moderate- and above moderate-income income classes.																																																				

The user must enter the number of employees by salary-income range from the Distributor worksheet to Column E of Worksheets 1-10. The user must then check to ensure that the number of distributed employees in Cell E130 equals the number of employees in Cell E5 (the bottom total of the Number of Employees must equal the total number of employees in the blue-colored cell). Occasionally, the sums do not agree due to rounding errors. Employees lost or gained by the Distributor worksheet cannot be distributed in Worksheets 1 – 10. Therefore, such employees must be added to or subtracted from, as applicable, the salary-income range in Worksheets 1 - 10 which contain the average annual Employment Security Manual Report No. 202 wage. When completed, the number of employees in Cell E130 must equal the number of employees in Cell E5. The average annual wage salary-income range is highlighted in yellow in Worksheets 1 – 10 to assist the user in identifying the appropriate row to address rounding errors.

An example of the need to add employees as a result of rounding errors by the Distributor table can be seen in Worksheet 2 of the sample workbook. In this case the sum of the distributed employees was 999 rather than 1,000. Therefore, one additional employee was added to Cell E74. In extreme circumstances where the Employment Security Manual Report No. 202 annual average wage is very high and/or the number of employees is very low, few or perhaps even none of the employees will be successfully distributed by the Distributor worksheet, in which case it will be necessary to place many or all of these employees in the salary-income range containing the Employment Security Manual Report No. 202 annual average wage.

After completing the employee distribution transfer, the worksheet will calculate the number of 2- and 3+ worker households Columns L and O. In Table 1, these columns are labeled 2-Worker Households, Less Students, and 3-Worker Households, Less Students). However, these households are not located in the correct salary-income range. As can be seen by looking to the column to the right, the household income of these multi-worker households is significantly higher than the salary-income range to which they are currently assigned. For example, the \$37,541 - \$40,040 salary-income range identifies 17 two-worker households with a household income of \$78,900. The salary-income range also includes 3 three-worker households with a household salary of \$78,939. Therefore, the user must manually transfer the number of 2- and 3+-worker households from columns L and O to columns R and S, taking care to assign the households to the appropriate salary-income range. In this case, the 17 two-worker households are transferred to Cell R87, while the 3 three-worker households are transferred to Cell S87. This process is repeated for all North American Industrial Classification System codes identified in the Current Phase section of the GenInfo worksheet in worksheets 1 through 10.

NEEDPRIOR

The NeedPrior worksheet is used to convert unmet need from prior phases into current phase dollars and salary-income ranges. If no prior unmet need exists, then this worksheet can be skipped. If unmet need from a prior phase exists, enter the unmet need from prior phases by land use/North American Industrial Classification System code by salary-income range in columns F through O. (The headings for Columns F through O are from the Prior Phase Project Information by North American Industrial Classification System code in the GenInfo worksheet). Columns P through Y convert the average salaries of the prior phase unmet need into current phase dollar. The conversion is based on the percentage increase in average salary by North American Industrial Classification System Code 10 (see Cells P131 through Y144). **The user must hand-transfer the unmet need by current phase average salaries to the appropriate salary-income range in Columns AA through AJ.** Table 2 is an excerpt of the worksheet from the NCFLHousingpopulated.xlsx workbook. Columns AK through AN contain the salary-income range of the current phase to aid in the process of the manual redistribution.

NEED PRIOR WORKSHEET EXCERPT

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Table 3 provides a close-up view of columns A through S of the NeedPrior worksheet. In Table 3, Cell G59 contains two households employed in the Office Land Use/North American Industrial Classification System code with 2002 annual salaries in the \$4,085 to \$6,584 salary-income range (Cells B59 through D59). Cell Q59 contains the updated average salary for the two households (in this case, \$5,937).

TABLE 3
NEEDPRIOR WORKSHEET EXCERPT
COLUMNS A - S

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S
1	>> Fill in the pink cells. All other numbers will automatically update!																		
2	TUSCAWILLA DEVELOPMENT OF REGIONAL IMPACT, PHASE 2 OF 3																		
3	Conversion of Unmet Need from Prior Phase to Current Phase Salaries																		
4	Prior Phase Unmet Need															Conversion of Prior Phase Sal			
5	Prior Phase ES 202 Report Annual Average Wage Year: 2002																		
6	Prior Phase County Median Income: \$51,320				Prior Phase Minimum Hourly Wage: \$6.15														
7	Prior Phase				Total Unmet Need	Unmet Need by Land Use/NAICS Code													
8	Salary-Income Range															La			
9	Income Class					Retail	Office	Warehousing	Hotel	NAICS5	NAICS6	NAICS7	NAICS8	NAICS9	NAICS10	Retail	Office	Warehousing	Hotel
		Low	Midpoint	High															
54	Out of Range	1,476	1,476	1,476	0	0	0	0	0										
55	Out of Range	1,476	1,476	1,476	0	0	0	0	0										
56	Out of Range	1,476	1,476	1,476	0	0	0	0	0										
57	Very Low	1,476	1,530	1,584	0	0	0	0	0										
58	Very Low	1,585	2,835	4,084	0	0	0	0	0										
59	Very Low	4,085	5,335	6,584	8	6	2	0	0							\$6,283	\$5,937		
60	Very Low	6,585	7,835	9,084	2	1	0	0	0	1						\$9,227			\$9,187
61	Very Low	9,085	10,335	11,584	3	1	0	0	0	2						\$12,171			\$12,119
62	Very Low	11,585	12,835	14,084	20	15	1	1	3							\$15,116	\$14,283	\$15,623	\$15,051
63	Very Low	14,085	15,335	16,584	5	3	0	0	0	2						\$18,060			\$17,983
64	Very Low	16,585	17,835	19,084	0	0	0	0	0										
65	Very Low	19,085	20,335	21,584	7	2	2	0	0	3						\$23,949	\$22,630		\$23,846
66	Very Low	21,585	22,835	24,084	8	4	0	1	3							\$26,893		\$27,795	\$26,778
67	Very-Low - Low	24,085	25,335	26,584	4	2	0	0	0	2						\$29,838			\$29,710
68	Low	26,585	27,835	29,084	8	3	1	1	3							\$32,782	\$30,977	\$33,881	\$32,641
69	Low	29,085	30,335	31,584	0	0	0	0	0										
70	Low	31,585	32,835	34,084	0	0	0	0	0										
71	Low	34,085	35,335	36,584	0	0	0	0	0										
72	Low	36,585	37,835	39,084	0	0	0	0	0										
130	Total				65	37	6	3	19	0	0	0	0	0	0				

Note: Columns J through O have been hidden for purposes of presentation.

The two Office households are placed in Cell AB58, as this cell location is located within the Current Phase salary-income range (\$5,041 to \$7,540, as indicated in Cells AK58 through AM58) which contains their salary. Table 4 more clearly shows their placement in the worksheet.

mitigation costs. Conversely, the user may wish to consider not entering all of the on-site affordable housing supply. Developer-provided housing used to meet the affordable housing demand cannot be used for mitigation and does not receive mitigation credits as per Rule 9J-2.048(8)(c), Florida Administrative Code, as such units do not mitigate unmet need. Instead, they are used to match supply to demand, which occurs prior to mitigation. If the developer-provided on-site affordable housing, in combination with the identified off-site supply, results in a significant affordable housing impact requiring mitigation, the user may wish to omit developer-provided on-site housing from the worksheet, reserving such units for the mitigation phase where it can be credited with mitigation bonuses.

OFF-SITE FOR SALE AFFORDABLE HOUSING SUPPLY

FOR SALE SURVEY

The For Sale Survey worksheet is used for entering the off-site for-sale affordable housing supply. The worksheet can accommodate up to 5,000 for-sale units. The For-sale column is used to determine the affordability of the for-sale units. A sample of the worksheet is portrayed in Table 5, below. The Number of Units column is used to determine the number of for-sale units associated with the for-sale entry. This value should usually be one, as per the table below. The Date-of-Sale column is needed to validate that the sales occurred within a 12-month period. The Street Address, City, Parcel ID information is needed for verification of the identified for-sale units. The Township-Range-Section is used to validate that the for-sale units are located within the Affordable Housing Supply Area. The “On-site?” column is used to distinguish the proposed on-site supply from the existing off-site supply. Other information, such as Market Land Value, Building Value, Miscellaneous or XOB Value, Total Appraised Value, and Just Value are not used by the workbook. However, this information may still be useful to the user in determining the cost of homeowners insurance. Similarly, Housing Type/Department of Revenue (DOR) Use Code, Number of Bedrooms, and Square Feet are not used by the workbook but may be useful.

The worksheet sorts the number of affordable housing units by salary-income range. The results of the worksheet are used in Column K of the dark-blue-tabbed UnmetNeed worksheet as well as the light-blue-tabbed Insurance worksheet. Table 5 is an excerpt from the worksheet. Note that row 5,008 contains summary data.

TABLE 5

FORSALE SURVEY WORKSHEET EXCERPT

A	B	C	D	etc.	F	G	H	I	J	K	L	M	N	O	P	Q
TUSCOWILLA DEVELOPMENT OF REGIONAL IMPACT, PHASE 2 OF 3																
Off-site Affordable Housing Supply - For Sale Units																
Surveyed For Sale Units by Price																
Enter Off-site For Sale Survey Information in the Pink Cells																
Street Address	City	Parcel ID	Township-Range-Section	On-site?	Date of Sale	Sales Price	Mkt. Land Value	Building Value	Misc. or XFOB Value	Total Appraised Value	Just Value	No. of Units	Housing Type/ DOR Code	No. of Bedroom	Sq. Feet	Comments
3459 NW Sunnyside Ave	Rainesville	32-49-444-222-001	23-66-36	no	2/4/2008	\$17,669.00	\$7,027.60	\$10,641.40	\$0.00	\$17,669.00	\$17,669.00	1				
3559 NW Sunnyside Ave	Rainesville	32-49-444-222-004	23-66-36	no	1/28/2008	23,488.00	9,394.40	14,091.60	0.00	23,488.00	23,488.00	1				
3451 NW Sunnyside Ave	Rainesville	32-49-444-222-005	23-66-36	no	6/7/2008	27,856.00	11,142.40	16,713.60	0.00	27,856.00	27,856.00	1				
3459 NW Shady Lane	Rainesville	32-49-444-111-222	23-66-36	no	9/19/2008	30,643.00	12,217.20	18,325.80	0.00	30,643.00	30,643.00	1				
12 NW Sunnyside Ave	Rainesville	32-49-444-005-122	23-66-36	no	9/14/2008	32,909.00	13,163.60	19,745.40	0.00	32,909.00	32,909.00	1				
3459 NW Sun Str	Rainesville	32-49-444-222-222	23-66-36	no	6/25/2008	32,913.00	13,166.20	19,747.80	0.00	32,913.00	32,913.00	1				
9 NW Sunnyside Ave	Rainesville	32-49-002-121-010	23-66-36	no	2/14/2008	34,865.00	13,946.00	20,919.00	0.00	34,865.00	34,865.00	1				
1 Sample Street Address	Rainesville	32-49-002-122-006	23-66-36	no	8/4/2008	37,543.00	15,017.20	22,525.80	0.00	37,543.00	37,543.00	1				
etc.	etc.	etc.	etc.	etc.	etc.	37,590.00	15,036.00	22,554.00	0.00	37,590.00	37,590.00	1				
etc.	etc.	etc.	etc.	etc.	etc.	37,760.00	16,104.00	22,656.00	0.00	37,760.00	37,760.00	1				
etc.	etc.	etc.	etc.	etc.	etc.	37,760.00	16,104.00	22,656.00	0.00	37,760.00	37,760.00	1				
etc.	etc.	etc.	etc.	etc.	etc.	37,821.00	16,128.40	22,692.60	0.00	37,821.00	37,821.00	1				
etc.	etc.	etc.	etc.	etc.	etc.	37,989.00	16,196.60	22,793.40	0.00	37,989.00	37,989.00	1				
etc.	etc.	etc.	etc.	etc.	etc.	38,760.00	16,504.00	23,256.00	0.00	38,760.00	38,760.00	1				
etc.	etc.	etc.	etc.	etc.	etc.	39,766.00	16,906.00	23,859.00	0.00	39,766.00	39,766.00	1				
etc.	etc.	etc.	etc.	etc.	etc.	40,360.00	16,140.00	24,210.00	0.00	40,360.00	40,360.00	1				
etc.	etc.	etc.	etc.	etc.	etc.	40,367.00	16,142.80	24,214.20	0.00	40,367.00	40,367.00	1				
etc.	etc.	etc.	etc.	etc.	etc.	40,657.00	16,262.80	24,394.20	0.00	40,657.00	40,657.00	1				
etc.	etc.	etc.	etc.	etc.	etc.	40,957.00	16,382.80	24,574.20	0.00	40,957.00	40,957.00	1				
etc.	etc.	etc.	etc.	etc.	etc.	41,267.00	16,502.80	24,764.20	0.00	41,267.00	41,267.00	1				
5008 TOTAL						\$530,869,657.00	\$212,347,862.80	\$318,521,794.20	\$0.00	\$530,869,657.00	\$530,869,657.00	3,633				
5009 Prepared by	Spiffy Diffy Planning Consultants, January 15, 2009															

CENSUSOWNERS

The CensusOwners worksheet is used to determine the number of affordable for-sale units when using Census data to determine the for-sale unit affordable housing supply. Enter the home value ranges from the Census data in cells C9 through O9 (Cell P9 of the worksheet assumes that the highest value equals 1.5 times the value of Cell O9). For each block group or census tract located wholly or partially within the Affordable Housing Supply Area, enter the Census block group number, vacancy rate, and number of units by value of the unit as indicated by Census information. The worksheet will calculate the number of vacant units and allocate vacant affordable for-sale units to the applicable salary-income range. Indicate the source of the data at the bottom of the worksheet.

TABLE 6

CENSUS OWNERS WORKSHEET EXCERPT

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
4	TUSCAWILLA DEVELOPMENT OF REGIONAL IMPACT, PHASE 2 OF 3																
5	AFFORDABLE HOUSING SUPPLY AREA CENSUS DATA																
6	Total Owner-occupied Dwelling Units by Dwelling Unit Price																
7	Census Tract/Block Group ID	Vacancy Rate	Dwelling Unit Price														Total
8			From	To	From	To	From	To	From	To	From	To	From	To	From	To	
9			\$0	\$49,999	\$50,000	\$149,999	\$150,000	\$199,999	\$200,000	\$299,999	\$300,000	\$499,999	\$500,000	\$999,999	\$1,000,000	\$1,500,000	
10		2.5%	100		100		100		100		100		100		100		700
11		2.5%	100		100		100		100		100		100		100		700
12		2.5%	100		100		100		100		100		100		100		700
13		2.5%	100		100		100		100		100		100		100		700
14		2.5%	100		100		100		100		100		100		100		700
15		2.5%	100		100		100		100		100		100		100		700
204	Total		19,400		19,400		19,400		19,400		19,400		19,400		19,400		135,800
205	Prepared by: Spiffy Diffy Planning Consultants, January 15, 2009																
206	Census Data																
207	Source:																

OFF-SITE RENTAL UNIT AFFORDABLE HOUSING SUPPLY

The green-tabbed rental survey worksheets consist of a large number of green-tabbed worksheets used for data entry, data sorting, and data summary. One worksheet is used for Census data entry (CensusRentals), one worksheet is used for private off-site survey rental unit complex data entry (RSurvey), and another is used for off-site individual rental units such as single-family residences (ROtherSurvey).

Once the affordable housing supply data is entered, it is processed and sorted by a number of interim green-tabbed worksheets, the results of which are displayed in the RentalSum, ROtherSum, and OnSiteRentalSum worksheets. The data from these worksheets, in turn, are presented in the blue-tabbed UnmetNeed worksheet. Therefore, since these summary worksheets are also interim worksheets which require no user input, they are hidden from view to present the user with a more organized and manageable workbook. The user may review these worksheets using the Excel Hide/Unhide command.

The RSurvey rental unit data entry worksheet will accommodate up to 3,500 rental unit complex entries. If the rental unit survey contains more than 3,500 rental unit complex entries, contact the Council to request a modification to the workbook to accommodate additional rental unit complex entries.

CENSUSRENTALS

The CensusRentals worksheet is used to determine the number of affordable rental units when using Census/American Community Survey data to determine for rental unit affordable housing supply. Enter the monthly rent ranges from the Census data in cells C9 through O9 (Cell P9 of the worksheet assumes that the highest monthly rent equals 1.5 times the monthly rent of Cell O9). For each block group or Census tract located wholly or partially within the Affordable Housing Supply Area, enter the Census block group number, vacancy rate, and number of units by rent range as indicated by Census information. The worksheet will calculate the number of vacant units and allocate vacant affordable rental units to the applicable salary-income range. Indicate the source of the data at the bottom of the worksheet.

TABLE 7

CENSUSRENTALS WORKSHEET EXCERPT

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
4	TUSCAWILLA DEVELOPMENT OF REGIONAL IMPACT, PHASE 2 OF 3																
5	AFFORDABLE HOUSING SUPPLY AREA CENSUS DATA																
6	Total Rental Units by Gross Rent																
7	Census Tract/Block Group ID	Vacancy Rate	Gross Rent														Total
8			From	To	From	To	From	To	From	To	From	To	From	To	From	To	
9			\$0	\$200	\$200	\$299	\$300	\$499	\$500	\$749	\$750	\$999	\$1,000	\$1,499	\$1,500	\$2,250	
10		6.0%	300		300		300		300		300		300		300		2,100
11		6.0%	300		300		300		300		300		300		300		2,100
12		6.0%	300		300		300		300		300		300		300		2,100
13		6.0%	300		300		300		300		300		300		300		2,100
14		6.0%	300		300		300		300		300		300		300		2,100
15		6.0%	300		300		300		300		300		300		300		2,100
16		6.0%	300		300		300		300		300		300		300		2,100
17		6.0%	300		300		300		300		300		300		300		2,100
18		6.0%	300		300		300		300		300		300		300		2,100
204	Total		58,200		58,200		58,200		58,200		58,200		58,200		58,200		407,400

While published Census data provides information on the number of rental units by number of bedrooms, it does not report number of rental units by number of bedrooms by monthly rent. Therefore, the workbook applies the overall ratio of number of units by number of bedrooms to all salary-income ranges. The CensusBedrooms worksheet is used to enter data on the number of units by number of bedrooms. The CensusBedrooms worksheet is discussed in greater detail on page 23. Finally, in order for the worksheet to recognize that the user wishes to use Census rental unit data for the rental unit affordable housing supply, be sure to enter "C" in Cell C26 of the GenInfo worksheet.

RSURVEY

The RSurvey worksheet is used to enter the results of an off-site private rental unit complex survey. The user enters the housing survey data into the pink cells. As per Table 8 below, multiple entries are made for each rental unit complex. Separate entries are made for each unique combination of apartments based on number of bedrooms and monthly rent. For example, if a rental unit complex has three 1-bedroom apartments which rent for \$100 per month and eight 1-bedroom apartments which rent for \$200 per month, then two separate data entries are made, one entry for the three 1-bedroom units renting for \$100 per month, and one for the eight 1-bedroom apartments renting for \$200 per month. Similarly, if a rental unit complex has four 2-bedroom apartments renting for \$500 per month and nine 1-bedroom apartments renting for \$500 per month, then two entries are needed; one for the four 2-bedroom units and a second one for the nine 1-bedroom units.

TABLE 8

RSURVEY WORKSHEET EXCERPT

	A	B	C	D	E	F	G
1	TUSCAWILLA DEVELOPMENT OF REGIONAL IMPACT, PHASE 2 OF 3						
2	Off-site Affordable Housing Supply - Rental Unit Complexes						
3	Enter Rental Unit Information in the Pink Cells for Off-site Rental Unit Complexes Which are Part of the Affordable Housing Supply						
4							
	Rental Complex No.	Rental Complex Name	Rental Complex Address	No. of Bedrooms per Unit	Monthly Rent	Total Units	Vacant Units
5							
6	1	Jackson Landing Villas	11111 First Avenue, Rainesville, FL	0	\$78.00	2	1
7	1	Jackson Landing Villas	11111 First Avenue, Rainesville, FL	1	95.00	6	1
8	3	Beautiful Greens Apartments	9999999 Ninth Street, Rainesville, FL	0	175.00	10	2
9	3	Beautiful Greens Apartments	9999999 Ninth Street, Rainesville, FL	1	210.00	13	1
10	3	Beautiful Greens Apartments	9999999 Ninth Street, Rainesville, FL	0	425.00	10	2
11	3	Beautiful Greens Apartments	9999999 Ninth Street, Rainesville, FL	1	470.00	27	1
12	3	Beautiful Greens Apartments	9999999 Ninth Street, Rainesville, FL	2	800.00	6	1
13	3	Beautiful Greens Apartments	9999999 Ninth Street, Rainesville, FL	3	840.00	6	1
14	4	Reptile Wayside Apartments	1 University Avenue, Rainesville, FL	2	598.00	30	0
15	4	Reptile Wayside Apartments	1 University Avenue, Rainesville, FL	3	610.00	20	0
16	4	Reptile Wayside Apartments	1 University Avenue, Rainesville, FL	4	620.00	10	0
17	4	Reptile Wayside Apartments	1 University Avenue, Rainesville, FL	5	646.00	10	0
18	4	Reptile Wayside Apartments	1 University Avenue, Rainesville, FL	6	658.00	4	0
3006	Total					11,747	672

ROTHERSURVEY

The North Central Florida Regional Planning Council Affordable Housing Methodology allows for the use of vacant rental units which are not included in rental unit complexes (i.e., single-family homes used as rentals). Table 9, below, displays a sample from the ROtherSurvey worksheet. The number total number of units as well as the number of vacant units should both be one as in Table 9. As per the North Central Florida Regional Planning Council Affordable Housing Methodology, do not enter bedrooms which are rented out by homeowners or housing units which are rented by the bedroom. Such units are considered to be substandard.

TABLE 9

ROTHERSURVEY WORKSHEET EXCERPT

	A	B	C	D	E	F	G
1	TUSCAWILLA DEVELOPMENT OF REGIONAL IMPACT, PHASE 2 OF 3						
2	Off-site Affordable Housing Supply - Other Rental Units						
3	Surveyed Rental Units by Number of Bedrooms						
4	Enter Off-site Other Rental Unit Survey Information in the Pink Cells						
5	Unit Type	Street Address	City	No. of Bedrooms	Monthly Rent	Total Units	Vacant Units
6	SFR Rental	546 Freshman Avenue	Rainesville	3	625	1	1
7	SFR Rental	548 Freshman Avenue	Rainesville	2	930	1	1
8	SFR Rental	550 Freshman Avenue	Rainesville	1	4035	1	1
9	SFR Rental	5526 Freshman Avenue	Rainesville	3	4040	1	1
10	SFR Rental	554 Freshman Avenue	Rainesville	2	4045	1	1
11	SFR Rental	556 Freshman Avenue	Rainesville	4	4050	1	1
12	SFR Rental	558 Freshman Avenue	Rainesville	3	4060	1	1
13	SFR Rental	560 Freshman Avenue	Rainesville	2	4070	1	1
14	SFR Rental	562 Freshman Avenue	Rainesville	1	4080	1	1
15	SFR Rental	564 Freshman Avenue	Rainesville	2	4085	1	1
3006		Total					199

0BEDS, 1BEDS, 2BEDS, 3BEDS, 4BEDS, 5BEDS, 6BEDS, 0OTHERBEDS,
1OTHERBEDS, 2OTHERBEDS, 3OTHERBEDS, 4OTHERBEDS, 5OTHERBEDS,
6OTHERBEDS, OFFSITERENTAL SUPPLY, RENTALSUM, ROTHERSUM

These worksheets sort, by number of bedrooms, the offsite affordable housing rental unit supply by their respective affordability ranges.¹ They take data entered by the user in the RSurvey and ROtherSurvey worksheets, conduct interim calculations, and prepare the data for use by the OffsiteRentalSupply worksheet. The OffsiteRentalSupply worksheet then takes data from the ROtherSurvey and RSurvey worksheets, removes units above the maximum allowable caps for efficiency and one-bedroom units, and subtracts out the five percent rental unit set-aside to determine the number of rental units by salary-income range which can be used to meet the affordable housing demand.

Since these worksheets represent interim calculations which require no user input, they are, with the exception of the OffSiteRentalSupply worksheet, hidden from view to present a more organized and streamlined workbook. The user may review the worksheets using the Excel Hide/Unhide command.

¹ The first series is for rental unit complexes. The second series is for other rental units.

ON-SITE AFFORDABLE HOUSING SUPPLY

The user may wish to use on-site residential units which are to be constructed during the current phase to meet the affordable housing demand. In which case, the on-site rental units and the on-site for-sale units are to be entered in the OnSite For Sale and OnSiteRSurvey worksheets. As previously noted, the user may wish to consider not entering all of the on-site affordable housing supply in Columns I and J of the on-site worksheets. Developer-provided housing entered in Columns I and J cannot be used for mitigation and does not receive mitigation credits as per Rule 9J-2.048(8)(c), Florida Administrative Code, as such units do not mitigate unmet need. Instead, they are used to match supply to demand, which occurs prior to mitigation. If the developer-provided on-site affordable housing, in combination with the identified off-site supply, results in a significant affordable housing impact requiring mitigation, the user may wish to omit developer-provided on-site housing from the affordable housing supply, reserving such units for the mitigation phase where they can be credited with mitigation bonuses.

ONSITE FOR SALE

The Onsite For Sale worksheet is used for entering the on-site for-sale affordable housing supply for the current phase. It is nearly identical to the For Sale Survey worksheet used for entering the off-site for-sale affordable housing supply. Data for the on-site for sale affordable housing supply is to be entered in the same manner as in the For Sale Survey worksheet. However, since the developer-provided on-site for-sale housing supply has not yet been constructed or sold, it is anticipated that the provided data should be limited to location information (address, city, Parcel ID, etc.), on-site status (On-site?), and the asking price (to be entered in the Sales Price column) as per Table 10, below.

TABLE 10

ONSITE FOR SALE WORKSHEET EXCERPT

	A	B	C	D	E	F	G	H	I	J	K	L	M
1	TUSCAWILLA DEVELOPMENT OF REGIONAL IMPACT, PHASE 2 OF 3												
2	On-site Affordable Housing Supply - For Sale Units												
3	Surveyed For Sale Units by Price												
4	Enter On-site For Sale Survey Information in the Pink Cells												
5	Street Address	City	Parcel ID	Section-Township-	On-site?	Date of Sale	Sales Price	Mkt. Land Value	Building Value	Misc or XFOB	Total Appraised	Just Value	No. of Units
7	1 Sample Street Address	Rainesville	-49-444-222-222	23-56-36	yes		\$106,000.00						1
8	1 Sample Street Address	Rainesville	-49-444-222-222	23-56-36	yes		108,000.00						1
9	1 Sample Street Address	Rainesville	-49-444-222-222	23-56-36	yes		108,000.00						1
10	1 Sample Street Address	Rainesville	-49-444-222-222	23-56-36	yes		110,500.00						1
11	1 Sample Street Address	Rainesville	-49-444-222-222	23-56-36	yes		111,750.00						1
12	1 Sample Street Address	Rainesville	-49-444-222-222	23-56-36	yes		112,000.00						1

ONSITERSURVEY

The OnsiteRSurvey worksheet is used to enter any developer-provided on-site rental units to be used as part of the affordable housing supply. These units are kept separate from the off-site rental unit affordable housing supply since adding the on-site rental unit supply, all of which is likely to consist of vacant units, to the off-site rental unit supply will likely result in an increase in the off-site affordable housing survey vacancy rate. The on-site rental units are still subject to the five percent vacancy rate set-aside and the county-wide caps on efficiency and one-bedroom units that the apply to the off-site rental unit affordable housing supply. The on-site rental supply data is processed by a number of interim worksheets to produce the number of on-site affordable housing units which can be used as part of the affordable housing supply.

ONSITER0BEDS, ONSITER1BEDS, ONSITER2BEDS, ONSITER3BEDS, ONSITER4BEDS, ONSITER5BEDS, ONSITER6BEDS, ONSITERENTALSUM, ONSITERENTALSUPPLY

Similar to prior interim worksheets, these worksheets sort and calculate, by number of bedrooms, the on-site affordable housing rental unit supply by their respective affordability ranges. They take data from the OnsiteRSurvey worksheet, conduct interim calculations, and prepare the data for use in the OnsiteRentalSupply worksheet. The results of the interim calculations are contained in Column AB of the OnsiteRentalSupply worksheet and are used in Column I of the UnmetNeed worksheet. Since these worksheets are interim calculations which require no user input, they are hidden from view to provide a more organized and streamlined workbook. The user may review the worksheets using the Excel Hide/Unhide command.

AFFORDABILITY

The light blue-tabbed Affordability worksheets are used to determine the monthly rent and housing price of for-sale units affordable to each salary-income range. Four worksheets (Utilities, CensusBedrooms, Bedrooms, Insurance, and Taxes) are used to determine various inputs values used in the Affordability worksheet. The output from the Bedrooms and Utilities worksheets are used by the Affordability worksheet to determine affordable rents. The output from the Insurance and Taxes worksheets are used by the Affordability worksheet to determine affordable for-sale home prices.

UTILITIES

As per the East Central Florida Regional Planning Council Affordable Housing Methodology and the North Central Florida Regional Planning Council Affordable Housing Methodology, the workbook uses Section 8 utility allowances in effect at the time of the analysis from either the local government/county of project location. If Section 8 utility allowances are not available from the local public housing authority, Section 8 allowances from a nearby public housing authority may be substituted, provided the Council agrees to the substitution. The Utilities worksheet calculates efficiency utilities costs by subtracting the difference between 1-bedroom and 2-bedroom costs from the 1-bedroom costs. Note that the calculated values in Cells B45 through D53 are dependent on information entered in the CensusBedrooms or Bedrooms worksheets. Therefore, they are not calculated until either the CensusBedrooms or Bedrooms worksheet is completed.

TABLE 11

UTILITIES WORKSHEET EXCERPT

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
	UTILITY ALLOWANCE TABLE FOR HOUSING AUTHORITY SECTION 8														
	Enter Utility Allowance Information Here														
	Efficiency		1 Bedroom		2 Bedrooms		3 Bedrooms		4 Bedrooms		5 Bedrooms		6 Bedrooms		
	House	Apt.	House	Apt.	House	Apt.	House	Apt.	House	Apt.	House	Apt.	House	Apt.	
Heating															
Electric	\$33	\$31	\$37	\$35	\$41	\$39	\$45	\$42	\$48	\$46	\$52	\$50	\$56	\$53	
Natural Gas	10	9	11	10	12	11	13	12	14	13	15	14	16	15	
Bottled Gas	32	30	36	34	40	38	44	42	47	45	51	49	55	53	
Oil	27	25	30	28	33	31	36	34	39	37	42	40	45	43	
Air Conditioning	42	39	48	45	54	51	61	59	67	65	73	71	79	77	
Cooking															
Electric	23	23	24	24	25	25	26	26	27	27	28	28	29	29	
Natural Gas	13	13	13	13	13	13	14	14	14	14	14	14	14	14	
Bottled Gas	20	20	20	20	20	20	20	20	20	20	24	24	24	24	
Water Heating															
Electric	19	19	29	29	52	52	78	78	99	99	122	122	145	145	
Natural Gas	11	11	17	17	24	24	32	32	41	41	48	48	57	57	
Bottled Gas	19	19	28	28	56	56	87	87	115	115	143	143	171	171	
Other Electric	51	51	56	56	61	61	65	65	70	70	75	75	79	79	
Other Natural Gas	8	8	8	8	8	8	8	8	8	8	8	8	8	8	
Water	9	9	13	13	20	20	31	31	43	43	55	55	68	68	
Sewer	15	15	23	23	41	41	60	60	78	78	97	97	115	115	
Trash Collection	17	17	17	17	17	17	21	21	21	21	26	26	26	26	
Average Utility Cost /# Bedrooms	102	102	162	162	202	202	282	282	317	317	379	379	436	436	
Average Utility Allowance Including Heat & Air, Less Trash	137	133	194	191	251	249	315	312	377	374	441	439	504	502	
The City Utility Tax is included throughout.															
Other Electric (row 23), Other Natural Gas (row 24), Water (row 25) and Sewer (row 26): Includes billing charges.															
Trash Collection (row 27): If the home or apartment has an individual container.															
Average Utility Cost per Number of Bedrooms (row 28): Without heating or cooling costs.															
Source: Gainesville Housing Authority, October 16, 2008															
Prepared by: Spiffy Dilly Planning Consultants, January 15, 2009															
Note: Efficiency unit costs derived from cost differences between 1 bedroom and 2 bedroom rental units, North Central Florida Regional Planning Council															
Note: Average Utility Allowance per Bedroom, Including Heat, Air, Less Trash determined by the North Central Florida Regional Planning Council															
Average Number of Bedrooms per Vacant Surveyed Affordable Rental Unit															
No. of Bedrooms	Total Affordable Rental Units														
	Vacant Rental Units by No. of Bedrooms	Total Monthly Rental Allowance	Avg. Monthly Utility Allowance												
	0	25	3,325												
	1	85	16,235												
	2	246	61,254												
	3	220	68,640												
	4	70	26,180												
Total	6	37	16,243												
	16	8,032													
Total		699	199,909	286											
Average Bedrooms per Affordable Rental Unit		2.57													

CENSUSBEDROOMS

The CensusBedrooms worksheet contains information on the number of rental units by number of bedrooms within the Affordable Housing Supply Areas. The worksheet determines the average number of bedrooms per affordable rental unit which is used by the Utilities worksheet to determine the monthly utility rates for Census-derived rental units. **If the user is relying on a private survey to determine the rental unit affordable housing supply, then this worksheet should be left blank.** This worksheet is also used by the Affordability worksheet to determine the maximum number of vacant efficiency and one-bedroom rental units by salary-income range which can be used as part of the affordable housing supply. For each Census block group or Census tract located wholly or partially within the Affordable Housing Supply Area, enter the Census block group number and number of units by number of bedrooms per unit. Indicate the source of the data at the bottom of the worksheet.

TABLE 12

CENSUS BEDROOMS WORKSHEET EXCERPT

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
5	TUSCAWILLA DEVELOPMENT OF REGIONAL IMPACT, PHASE 2 OF 3																
6	AFFORDABLE HOUSING SUPPLY AREA CENSUS DATA																
7	Census Tract/Block Group ID	Number of Dwelling Units by Number of Bedrooms															
8		Efficiency Units		1 Bedroom		2 Bedrooms		3 Bedrooms		4 Bedrooms		5 Bedrooms		6+ Bedrooms		Total Dwelling Units	Total Bedrooms
9		No. of Units	No. of Bedrooms	No. of Units	No. of Bedrooms	No. of Units	No. of Bedrooms	No. of Units	No. of Bedrooms	No. of Units	No. of Bedrooms	No. of Units	No. of Bedrooms	No. of Units	No. of Bedrooms		
10	9021.2.100	30	0	45	45	68	136	79	237	43	172	32	160	3	18	300	768
11	9021.2.200	30	0	45	45	68	136	79	237	43	172	32	160	3	18	300	768
12	9021.2.300	30	0	45	45	68	136	79	237	43	172	32	160	3	18	300	768
13	9021.2.400	30	0	45	45	68	136	79	237	43	172	32	160	3	18	300	768
14	9021.2.500	30	0	45	45	68	136	79	237	43	172	32	160	3	18	300	768
15	9021.2.600	30	0	45	45	68	136	79	237	43	172	32	160	3	18	300	768
16	9021.2.600	30	0	45	45	68	136	79	237	43	172	32	160	3	18	300	768
17	9021.2.700	30	0	45	45	68	136	79	237	43	172	32	160	3	18	300	768
18	9021.2.800	30	0	45	45	68	136	79	237	43	172	32	160	3	18	300	768
204	Total	5,820	0	8,730	8,730	13,192	26,384	15,326	45,978	8,342	33,368	6,208	31,040	582	3,492	58,200	148,992
205	Average Number of Bedrooms per Dwelling Unit:																2.56
206	Prepared by:	Spiffy Diffy Planning Consultants, January 15, 2009															
207	Census Data Source:																
208																	

BEDROOMS

The Bedrooms worksheet is used to determine the average number of bedrooms per affordable rental unit identified in the Applicant's off-site rental unit surveys as well as any on-site rental units to be used as part of the affordable housing supply. **If the user is relying on Census data to determine the rental unit affordable housing supply, then this worksheet should be left blank.** The average bedroom size is used to determine the monthly utility allowance. Generally, the higher the average number of bedrooms, the higher the monthly utility allowance. Rather than using the average number of bedrooms per surveyed unit, the worksheet limits the determination of average bedroom size to affordable rental units. Higher rents are assumed to be associated with a higher number of bedrooms per rental unit. By removing the unaffordable rental units, the average number of bedrooms will usually be lower, resulting in a lower monthly utility allowance and higher affordable rents. Discrete values for average number of bedrooms by income class (i.e., very low-, low-, and moderate-income) cannot be used as to do so creates overlaps and/or gaps in affordable monthly rent between the salary-income ranges which represent the breaks between the very low- and low-, as well as the low- and moderate-, income classes, thereby violating model integrity.

For each surveyed vacant rental unit, the user enters the monthly rent, the number of bedrooms, the number of rental units, and the Rental Unit Complex Number (a number assigned by the user which identifies each surveyed rental unit complex) from the RSurvey, OnsiteRSurvey, and ROtherSurvey worksheets. The user should prepare and sort this data in a temporary workbook using the copy and paste commands. The data must be sorted by monthly rent in ascending order (low to high) as per the example worksheet. Once sorted, the user can copy and paste the sorted data into the appropriate rows in Cells A through D of the Bedrooms worksheet. Do not include rental unit complexes which have no vacant units. Doing so will invalidate the results of the Bedrooms worksheet.

It is acceptable to copy and paste the rental survey data from the RentalSurvey, OnsiteRSurvey, and ROtherSurvey worksheets to a temporary worksheet for sorting. However, **do not use the cut and paste function** for this purpose. Using cut and paste will likely result in reference errors to formulas in these three worksheets. The workbook will then be corrupt, requiring the user to re-start the analysis with an uncorrupted copy of the workbook (i.e., the user must revert to the latest backup copy or start over with a clean copy of the workbook).

After entering the vacant rental unit data into the worksheet, the user must enter in Cell F3 the number of the last row containing vacant rental unit data. In example worksheet, the last row containing vacant rental unit data is row 243, as is entered in Cell F3. The user must then perform a number of manual entries to Cell F5 to determine the average number of bedrooms. Rows 16 and 17 of the worksheet are linked to the Affordability worksheet. Row 16 portrays a rent level affordable to the highest moderate-income salary-income range. Row 17 contains the value of the lowest rent affordable to the above moderate-income salary-income range. The user is to enter in Cell F5 a row number in so that the value contained in Cell F8 is as close as possible, without exceeding, the value of Cell F16. This process will require multiple iterations by the user.

TABLE 13

BEDROOMS WORKSHEET EXCERPT

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
1	TUSCAWILLA DEVELOPMENT OF REGIONAL IMPACT, PHASE 2 OF 3														
2	VACANT RENTAL UNITS BY MONTHLY RENT BY NUMBER OF BEDROOMS														
3	Number of Last Row Containing Rental Units:					430	***** Adjust the value of Cell F5 so that the value of Cell F8 is as close as possible to the value of Cell F16 without exceeding the value of Cell F16.					No. of Vacant Affordable Units by No. of Bedrooms			
4	Number of Last Row Containing Affordable Rental Units:					317						No. of Bedroom		No. of Units	
5	Avg. No. Bedrooms per rental unit (All Vacant Units):					2.58									
6	Avg. No. Bedrooms, per unit (Affordable Vacant Units Only):					2.57									
7	Maximum Rent for Row Limit:					\$1,330									
8	From Affordability Worksheet														
9															
10															
11															
12	Salary-Income Range	Total Affordable Monthly Payment			Utility Allowance	Affordable Monthly Rent (Less Utilities)		*****							
Low		High	Low	High											
13															
14															
15															
16															
17															

INSERT VACANT RENTAL UNIT INFORMATION IN PINK CELLS BELOW

Rental Complex No.	Rental Complex Name	Rental Complex Address	No. of Bedrooms per Unit	Monthly Rent	Total Rental Units	Vacant Rental Units	Total No. of Vacant Bedroom	No. of Vacant Rental Units by Number of Bedrooms						
								0	1	2	3	4	5	6
13 etc.	etc.	etc.	0	20.00	5	1	0	1	0	0	0	0	0	0
13 etc.	etc.	etc.	1	30.00	10	1	1	0	1	0	0	0	0	0
91 etc.	etc.	etc.	1	50.00	24	1	1	0	1	0	0	0	0	0
1 Jackson Landing Villas	11111 First Avenue, Rainesville, FL		0	\$78.00	2	1	0	1	0	0	0	0	0	0
1 Jackson Landing Villas	11111 First Avenue, Rainesville, FL		1	95.00	6	1	1	0	1	0	0	0	0	0
37 etc.	etc.	etc.	0	97.00	20	2	0	2	0	0	0	0	0	0
14 etc.	etc.	etc.	2	100.00	10	1	2	0	0	1	0	0	0	0
98 etc.	etc.	etc.	1	105.00	8	1	1	0	1	0	0	0	0	0
14 etc.	etc.	etc.	3	150.00	9	2	6	0	0	0	0	2	0	0
37 etc.	etc.	etc.	1	158.00	38	1	1	0	1	0	0	0	0	0
3 Beautiful Greens Apartments	9999999 Ninth Street, Rainesville, FL		0	175.00	10	2	0	2	0	0	0	0	0	0
16 etc.	etc.	etc.	2	175.00	4	1	2	0	0	1	0	0	0	0
8 etc.	etc.	etc.	1	187.00	15	1	1	0	1	0	0	0	0	0
77 etc.	etc.	etc.	1	200.00	8	1	1	0	1	0	0	0	0	0
80 etc.	etc.	etc.	1	200.00	90	1	1	0	1	0	0	0	0	0
3 Beautiful Greens Apartments	9999999 Ninth Street, Rainesville, FL		1	210.00	13	1	1	0	1	0	0	0	0	0

The value entered by the user in Cell F5 tells the workbook the number of bedrooms and the rental price ranges of the surveyed vacant rental units in rows 24 through the row number entered by the user. These are the vacant rental units affordable to households in the highest moderate-income salary-income range. The workbook then computes the average number of bedrooms and the average utility allowance. The average utility allowance is updated by Excel in the Affordability worksheet. The affordability worksheet then recalculates affordable rents, as affordable rents change to reflect changes in the utility allowance.

TAXES

The Taxes worksheet calculates an average ad valorem tax rate used by the Affordability worksheet to determine ad valorem taxes. The worksheet also calculates an average special assessment representing taxes levied on a per-dwelling-unit basis. The Affordable Housing Supply Area, as well as the available for-sale units, can be located in multiple jurisdictions and taxing district. Therefore, the worksheet calculates an average tax rate and an average per-dwelling unit special assessment based on either the percentage of affordable housing supply area located within each jurisdiction/special taxing unit, or the percentage of total dwelling unit value of the identified for-sale affordable housing supply located within each jurisdiction/special taxing unit. The user may choose either method; however, the two methods cannot be “mixed and matched.” One method must be selected for all jurisdictions. The user chooses a method by entering in either column B or C the percentage of affordable housing supply area/value of for-sale housing for each assessment item. The worksheet provides for up to four school districts, four counties, ten municipalities, three water management districts, and three “Other” taxing districts.

The user must enter tax information on counties, municipalities, and water management districts in one of the worksheet areas specifically designated for the applicable local government type. This assures correct handling of the Homestead Exemption for owner-occupied residential units. Local governments and water management districts are classified into the graduating type of homestead exemption, whereas school districts and “other” taxing districts receive the standard \$25,000 homestead exemption.

INSURANCE

The Insurance worksheet calculates an average insurance rate per \$1,000 of home value. It requires the user to enter insurance rate information for the County of project location from the Florida Department of Insurance Regulation website (<http://www.shopandcomparerates.com/HOCompareSelect.htm>). This site is used as the data source for insurance information as it provides a relatively large number of quotes based on home value, which in turn can be calculated as a cost per \$1,000 of home sale price. The user should enter all quotes provided by the website. The calculated value in Cell G107 is used in the Affordability worksheet to determine monthly insurance costs of for-sale units.

TABLE 14

INSURANCE WORKSHEET EXCERPT

A	B	C	D	E	F	G
1	TUSCAWILLA DEVELOPMENT OF REGIONAL IMPACT, PHASE 2 OF 3					
2	HOMEOWNERS INSURANCE					
3	Gator County					
4	Rate Quote #	Company	Home Replacement Value	Rate with No Wind Mitigation	Rate with Max. Wind Mitigation	Cost per \$1,000 of home
5						
6	1	Landmark One Insurance Company	\$150,000	\$463	\$463	\$463 \$3.0867
7	2	Tower Hill Preferred Insurance Company	150,000	483	483	483 \$3.2200
8	3	Homewise Preferred Insurance Company	150,000	679	679	679 \$4.5267
9	4	Tower Hill Prime Insurance Company	150,000	558	558	558 \$3.7200
10	5	Sunshine State Insurance Company	150,000	361	361	361 \$2.4067
11	6	Universal Insurance Company of North America	150,000	555	555	555 \$3.7000
12	7	First Floridian Auto and Home Insurance Company	150,000	545	545	545 \$3.6333
13	8	Tower Hill Select Insurance Company	150,000	545	545	545 \$3.6333
14	9	United Property & Casualty Insurance Company, Inc.	150,000	598	598	598 \$3.9867
15	10	Florida Peninsula Insurance Company	150,000	529	529	529 \$3.5267
102		Total	\$14,400,000			\$58,672 \$4.0744
103		Average Replacement Value				\$225,000
104		Average Monthly Cost				\$76
105		Average Monthly Cost per \$1,000 of Home Value				\$0.34
106		Use Prop. Appraiser Data to Determine Avg Home Value as a Pct of Combined Residential Land and				n
107		(enter "Y" for yes, "N" for no. Omit the quotes.).				
108		Avg. Home Value as a Percent of Combined Residential Land and Home Value				100.0%
109		Average Monthly Cost per \$1,000 of Residential Sales Price				\$0.34
110						
111	Source:	www.shopandcompare.com, January 4, 2009.				
112						
113						
114						

While information from the Florida Department of Insurance Regulation is used to determine the insurance costs a residence, the prices of for-sale housing units reported in the worksheet reflect both the price of the residential structure as well as the price of the land on which the residence is located. Therefore, Cell G106 allows the user to make an adjustment to the insurance rate to remove land costs based on property appraiser just values for land and structures for all for-sale residential units included as part of the off-site for-sale affordable housing supply in the For Sale Survey worksheet. The worksheet determines the percentage of building value based on Building Value divided by the sum of Building Value and the Market Land Value. To use this method, the For Sale Survey worksheet should include these values for all units. If values are missing for some entries, the user must document why they are missing and why their absence does not adversely affect the resulting calculation.

AFFORDABILITY

The Affordability worksheet uses the values calculated by the Utilities, Bedrooms, and Taxes worksheets, as well as information from the GenInfo worksheet, to calculate affordable monthly rents and affordable for-sale affordable housing prices by salary-income range. Columns E through G identify affordable monthly housing payments by salary-income range. In the case of rental units, utilities must be subtracted from the affordable housing payment (Columns E through G) to determine affordable rents. Similarly, for-sale units, taxes, homeowners insurance, and private mortgage insurance must be subtracted from the affordable housing payment to determine an affordable housing price. In the case of for-sale units, a five percent down-payment is assumed. Columns AA through AT contain interim calculations used in columns M and N to determine monthly taxes.

TABLE 15

AFFORDABILITY WORKSHEET EXCERPT

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z
1	TUSCAWILLA DEVELOPMENT OF REGIONAL IMPACT, PHASE 2 OF 3																									
2	RENTAL AND FOR-SALE UNIT AFFORDABILITY BY SALARY INCOME RANGE																									
3	Enter PMI Factor In Cell Y4	Avg. Local Govt. Water Mgmt Dist & Other Millage:					18.6105	Avg. School District Millage:					3.1030		30-Year Mortgage Interest Rate:					6.00%	Avg monthly Insurance Premium per \$1000 of Home Price:					\$0.34
4		Avg. Annual Fees (Non-Advalorem Prop. Tax)					\$241.33	Assessment Ratio:					1.00		Insurance Adjustment Factor:					0.051	PMI Adjustment Factor:					0.0976
5	Income Class	Salary-Income Range			Total Affordable Monthly Payment			Rental Units				For-sale Units														
Monthly HUD Utility Allowance								Affordable Monthly Rent			Monthly Taxes & Assessments/Fees				Monthly Insurance		Monthly PMI		Monthly Mortgage Payment		Mortgage			Home Price		
		Low	Midpoint	High	Low	Midpoint	High																			
55	Out of Range	1,601	1,601	1,601	40	40	40	286	-246	-246	-246	20	0	0	1	1	2	2	17	17	2,844	2,844	2,844	2,993	2,993	2,993
56	Very Low	1,601	2,070	2,540	40	52	64	286	-246	-235	-223	20	0	0	1	2	2	4	17	37	2,844	4,520	6,197	2,993	4,758	6,523
57	Very Low	2,541	3,791	5,040	64	95	126	286	-223	-192	-160	20	0	0	2	5	4	10	37	91	6,197	10,661	15,124	6,523	11,222	15,920
58	Very Low	5,041	6,291	7,540	126	157	189	286	-160	-129	-98	20	0	0	5	9	10	16	91	144	15,124	19,555	23,987	15,920	20,585	25,249
59	Very Low	7,541	8,791	10,040	189	220	251	286	-98	-67	-35	20	0	14	9	11	16	20	144	186	23,987	27,495	31,004	25,249	28,943	32,636
60	Very Low	10,041	11,291	12,540	251	282	314	286	-35	-4	27	20	14	27	11	14	20	25	186	228	31,004	34,513	38,022	32,636	36,330	40,023
61	Very Low	12,541	13,791	15,040	314	345	376	286	27	58	90	20	27	41	14	16	25	29	228	270	38,022	41,531	45,040	40,023	43,717	47,410
62	Very Low	15,041	16,291	17,540	376	407	439	286	90	121	152	20	41	47	16	19	29	34	270	318	45,040	49,060	53,080	47,410	51,642	55,874
63	Very Low	17,541	18,791	20,040	439	470	501	286	152	183	215	20	47	49	19	22	34	40	318	370	53,080	57,377	61,673	55,874	60,396	64,919
64	Very Low	20,041	21,291	22,540	501	532	564	286	215	246	277	20	49	51	22	25	40	46	370	421	61,673	65,969	70,266	64,919	69,442	73,964
65	Very Low	22,541	23,791	25,040	564	595	626	286	277	308	340	20	51	64	25	28	46	50	421	464	70,266	73,865	77,464	73,964	77,753	81,541
66	Very-Low - Low	25,041	26,291	27,540	626	657	689	286	340	371	402	20	64	77	28	30	50	55	464	507	77,464	80,973	84,482	81,541	85,235	88,928
67	Low	27,541	28,791	30,040	689	720	751	286	402	433	465	20	77	90	30	33	55	59	507	549	84,482	87,990	91,499	88,928	92,622	96,315
68	Low	30,041	31,291	32,540	751	782	814	286	465	496	527	20	90	104	33	35	59	64	549	591	91,499	95,008	98,517	96,315	100,009	103,702
69	Low	32,541	33,791	35,040	814	845	876	286	527	558	590	20	104	117	35	38	64	68	591	633	98,517	102,026	105,535	103,702	107,396	111,089
70	Low	35,041	36,291	37,540	876	907	939	286	590	621	652	20	117	130	38	40	68	73	633	675	105,535	109,044	112,552	111,089	114,783	118,476
71	Low	37,541	38,791	40,040	939	970	1,001	286	652	683	715	20	130	144	40	43	73	78	675	717	112,552	116,061	119,570	118,476	122,170	125,863
72	Low	40,041	41,291	42,540	1,001	1,032	1,064	286	715	746	777	20	144	157	43	45	78	82	717	759	119,570	123,079	126,588	125,863	129,557	133,250

As previously mentioned, homeowners insurance, private mortgage insurance and taxes, must be subtracted from the Affordable Monthly Payments in Columns E through G to determine affordable monthly mortgage payments and a corresponding home prices. Monthly ad valorem taxes (Columns M and N) are based on the ad valorem tax rates of affordable home prices. Monthly taxes, private mortgage insurance, and homeowners insurance are then subtracted from the Affordable Monthly Payment. At this point, however, the amount paid in taxes, etc. is too high, as it is based on the values from the Affordable Monthly Payments columns which did not take into account homeowners insurance and private mortgage insurance. Therefore, the worksheet recalculates based on affordable monthly payment, less homeowners and private mortgage insurance.

At this point, the values on which the initial calculation of homeowners and private mortgage insurance is too high, as the initial calculations were based on the value contained in the Affordable Monthly Payments columns, less taxes, which is now based on a lower affordable monthly payment. The affordable monthly payment must now be adjusted to take into account the deductions for taxes and insurance. A number of iterations of these calculations must be performed before the worksheet identifies an affordable monthly payment which is the same for homeowners insurance, private mortgage insurance, and taxes. As previously noted, 60 iterations may be necessary to obtain accurate and stable results.

As the name indicates, Monthly Insurance (Columns F and G) determines the price of monthly homeowners insurance. Due to the complexities of the worksheet, the monthly payment cannot be determined by simply multiplying a monthly insurance rate per \$1,000 of Home Price (Columns X through Z). Instead, a ratio is established between the monthly payment amount and the average monthly insurance cost for a home price representing the combined average home replacement value identified in Cell E44 of the Insurance worksheet. This ratio is referred to as the Insurance Adjustment Factor (Cells M4 through Q4 of the Affordability worksheet). The Insurance Adjustment Factor is a ratio which determines the correct monthly insurance for the average-priced home used in the Insurance worksheet (the yellow highlighted row in the Affordability worksheet represents the row which contains the home price of the combined average replacement value identified in Cell E44 of the Insurance worksheet). The ratio is then applied to all other home prices in the Affordability worksheet to estimate monthly homeowner insurance costs.

Cell X4 is the Private Mortgage insurance Factor. This factor is used by the worksheet to calculate the price of Private Mortgage Insurance for each Salary-income Range. The value of Cell X4 should be set so that private mortgage insurance values in row 81 equal, as closely as possible, the high and low mortgage amounts in cells AB4 and AD4. The values in cells AB2 and AD2 equal row 81 high and low mortgage amounts multiplied by .0078 divided by 12. The calculation (i.e., $0.0078/12$ multiplied by the mortgage amount) is generally recognized as a reasonable approximation of private mortgage insurance costs.² **The determination of the correct value is a trial-and-error process. It is anticipated that several iterations will be necessary to determine the correct value for Cell X4.** In the example worksheet, 0.0976 is the value of the Private Mortgage Insurance Factor.

² See <http://www.westga.edu/~bquest/1997/costof.html>, <http://www.rateupdate.com/pmi.asp>, and <http://www.1stfin.com/mortgageBasics/pmi/pmiCost.html>.

TABLE 16

**AFFORDABILITY WORKSHEET EXCERPT
PRIVATE MORTGAGE INSURANCE FACTOR**

	AA	AB	AC	AD
1	PMI for Row 81 should be as close as possible to the following			
2	Low Mortgage:	\$119	High Mortgage:	\$123
3	Current PMI Value for Row 81			
4	Low Mortgage:	\$118	High Mortgage:	\$123

SUPPLY-DEMAND ANALYSIS – THE UNMET NEED WORKSHEET

The dark-blue tabbed UnmetNeed worksheet represents the heart of the workbook. It assists the user in matching the current phase affordable housing demand to the identified affordable housing supply. Column D contains the affordable housing demand from the DemandT worksheet while Columns I through L contains the available affordable supply from the affordable housing supply worksheets.

The user must enter in Column M and N all housing units used to meet the affordable housing demand of all proximate Developments of Regional Impact (Developments of Regional Impact with affordable housing supply areas which overlap the affordable housing supply area of the Development of Regional Impact which is the subject of this analysis) approved within the past five years. The grey-tabbed worksheets (Table A, Table B, Table C, and Table D) outline a method for identifying affordable housing units which must be reserved for a proximate Development of Regional Impact. However, the worksheets have not been activated as of this writing and remain conceptual in nature. Consult the North Central Florida Regional Planning Council Affordable Housing Methodology for guidance in the identification of such units should the affordable housing supply area of a proximate Development of Regional Impact approved within the past five years overlap the affordable housing supply area of the Development of Regional Impact which is the subject of this analysis.

Column Q, Interim Surplus/Deficit, matches supply to demand by salary-income range. A negative number in Column Q indicates the presence of unmet demand. Columns S and T distribute any excess affordable housing supply identified in Column Q between for-sale and for-rent units based on user preference entered in Column R.

Column R is the Maximizer column. It allows the user to specify how available for-sale and rental units are to be used to offset affordable housing demand. Since surplus affordable housing units can be used to implement the developer subsidy mitigation option, it may be more cost-effective to have as many surplus units of one type or the other available for developer subsidy mitigation. Therefore, the Maximizer column allows the user to choose which type of units should be maximized for use in the determination of developer subsidy mitigation. If the column is left blank, the worksheet defaults to a proportionate share allocation method, whereby the percentage of surplus units identified in Columns S and T is the same as prior to the matching of supply to demand (i.e., the same as in Columns O and P). However, if the user wishes to maximize the number of for-sale units available for developer-subsidy mitigation, the user should enter the letter “s” (without the quotations) in the desired salary-income range in Column R. Conversely, if the user desires to maximize the number of rental units available for developer-subsidy mitigation, the letter “r” (without quotations) should be entered. The user may wish to try several combinations of methods to determine the most cost-effective developer-subsidy mitigation strategy.

While Excel can match supply to demand within salary-income ranges, it cannot match excess housing supply which is affordable to lower salary-income ranges to the unmet demand of higher salary-income ranges. Therefore, the orange columns (T through Y) assist the user with accomplishing this task. Columns S, T, and Y contain orange numbers to indicate a relationship with Columns U through X. Values entered in Columns U and V are subtracted from Columns S and T.

Tables 17 and 18 present a “before and after” view of this section of the worksheet. In Table 17, Column Y presents the Current Phase Unmet Demand after the available affordable housing supply is subtracted from the affordable housing demand within each salary-income range. As can be seen, several salary-income ranges contain significant amounts of unmet demand. Columns S and T (For-sale and Rental Housing Units Available to Meet Higher-Income Demand) represent surplus affordable housing units. These units, while not used within their respective salary-income ranges to meet demand, can still be used to meet any unmet demand within higher salary-income ranges.

TABLE 17

UNMET NEED WORKSHEET EXCERPT BEFORE USER INPUT

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC		
4	TUSCAWILLA DEVELOPMENT OF REGIONAL IMPACT, PHASE 2 OF 3																														
5	AFFORDABLE HOUSING DEMAND AND SUPPLY																														
6	Income Class	Salary-Income Range		Affordable Rental Units Monthly Rent Range		Affordable For-sale Units Price Range		Current Phase Demand	Affordable Housing Supply				Less Overlapping Units Reserved for Prior DRs		Net For-sale Units	Net Rental Units	Matching Supply to Demand, Interim Surplus/Deficit	Maximizer S= For-sale R=Rental Default = Proportions	Housing Units Available to Meet Higher-Income Demand		Housing Units Used to Meet Higher-Income Demand		Unmet Demand Met by Available Lower-Income Housing Supply		Current Phase Unmet Need	Prior Phase Unmet Need	Cumulative Unmet Need	Housing Units Available for Mitigation			
7									Rental Units		For-sale Units																				
8																															
9		Low	High	Low	High	Low	High		On-site	Off-site	On-site	Off-site	For-sale Units	Rental Units					For-sale	Rental	For-sale	Rental	For-sale	Rental				For-sale	Rental	For-sale	Rental
57	Very Low	2,541	5,040	-223	-160	6,523	15,920	1	0	0	0	0			0	0	-1		0	0			1	0	1	0	0	0	0		
58	Very Low	5,041	7,540	-160	-98	15,920	25,249	4	0	0	0	2			2	0	-2						2	8	10	0	0	0	0		
59	Very Low	7,541	10,040	-98	-35	25,249	32,636	12	0	0	0	2			2	0	-10		0	0			10	2	12	0	0	0	0		
60	Very Low	10,041	12,540	-35	27	32,636	40,023	25	0	0	0	11			11	0	-14		0	0			14	3	17	0	0	0	0		
61	Very Low	12,541	15,040	27	90	40,023	47,410	47	0	0	0	20			20	0	-27		0	0			27	1	28	0	0	0	0		
62	Very Low	15,041	17,540	90	152	47,410	55,874	60	0	1	0	109			109	1	50		50	0			0	19	19	50	0	0	0		
63	Very Low	17,541	20,040	152	215	55,874	64,919	84	0	0	0	40			40	0	-44		0	0			44	5	49	0	0	0	0		
64	Very Low	20,041	22,540	215	277	64,919	73,964	87	0	0	0	41			41	0	-48		0	0			48	0	48	0	0	0	0		
65	Very Low	22,541	25,040	277	340	73,964	81,541	121	0	36	0	75			75	36	-10		0	0			10	7	17	0	0	0	0		
66	Very Low - Low	25,041	27,540	340	402	81,541	88,928	120	0	6	0	8			8	6	-106		0	0			106	7	113	0	0	0	0		
67	Low	27,541	30,040	402	465	88,928	96,315	180	0	3	0	90			90	3	-87		0	0			87	5	92	0	0	0	0		
68	Low	30,041	32,540	465	527	96,315	103,702	114	0	8	0	189			189	8	83		80	1			0	1	1	80	3	0	0		
69	Low	32,541	35,040	527	590	103,702	111,089	135	0	0	4	282			286	0	151		151	0			0	7	7	151	0	0	0		
130	Total							2,050	3	145	6	3,633	0	0	3,639	148	1,737	0	2,016	68	0	0	0	0	347	65	412	2,016	68		
131	Total Unmet Need	412																													

As can be seen in Table 17, Columns S and T (Housing Units Available to Meet Higher-Income Demand) identify 50 surplus vacant For-sale units within the \$15,041 - \$17,540 salary-income range which are available for re-allocation to higher-income salary-income ranges with unmet demand. Additional for-sale and rental units are available for re-allocation within higher salary-income ranges. Column Y (Current Phase Unmet Demand) indicates 44 units (i.e. households) of current phase unmet demand in the \$17,541 - \$20,040 salary-income range, 46 units of unmet demand in the \$20,041 - \$22,540 salary-income range, and 105 units of unmet demand in the \$25,041 - \$27,540 salary-income range. As can be seen, Column Y also identifies unmet demand in additional salary-income ranges.

Columns U, V, W, and X are used to allocate any of these surplus affordable housing units to meet the unmet demand, as indicated in Column Y, of higher salary-income ranges. The allocation is performed in two stages. The user must first enter the number of for-sale and rental units to be re-allocated to higher salary-income ranges columns U and V (Housing Units Used to Meet Higher-Income Demand). Secondly, the surplus units are re-allocated to the appropriate salary-income range containing unmet demand in Columns W and X, (Unmet Demand Met by Available Lower-income Housing Supply). As can be seen in Table 18, below, 43 of the 50 surplus for-sale housing units and the surplus rental unit within the \$15,041 - \$17,540 range have been reallocated to meet unmet demand in the \$17,541 - \$20,040 salary-income range. The remaining 7 for-sale surplus units have been re-allocated to the \$20,041 - \$22,540 salary-income range.

TABLE 18

UNMETNEED WORKSHEET EXCERPT AFTER USER INPUT

	A	B	C	E	E	F	G	H	I	I	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	
4	TUSCAWILLA DEVELOPMENT OF REGIONAL IMPACT, PHASE 2 OF 3																													
5	AFFORDABLE HOUSING DEMAND AND SUPPLY																													
6	Income Class	Salary-Income Range		Affordable Rental Units Monthly Rent Range		Affordable For-sale Units Price Range		Current Phase Demand	Affordable Housing Supply				Less Overlapping Units		Net For-sale Units	Net Rental Units	Matching Supply to Demand, Interim Surplus/Deficit	Maximizer S= For-sale R=Rental Default = Proportions	Housing Units Available to Meet Higher-Income Demand		Housing Units Used to Meet Higher-Income Demand		Unmet Demand Met by Available Lower-Income Housing Supply		Current Phase Unmet Need	Prior Phase Unmet Need	Cumulative Unmet Need	Housing Units Available for Mitigation		
7									Rental Units		For-sale Units		Reserved for Prior DRP																	
8		Low	High	Low	High	Low	High		On-site	Off-site	On-site	Off-site	For-sale Units	Rental Units	For-sale	Rental														
57	Very Low	2,541	5,040	-222	-160	6,523	15,920	1	0	0	0	0	0	0	0	-1		0	0							1	0	0		
58	Very Low	5,041	7,540	-160	-97	15,920	25,249	4	0	0	0	2	2	0	0	-2		0	0							2	8	10	0	0
59	Very Low	7,541	10,040	-97	-35	25,249	32,636	12	0	0	0	2	2	0	0	-10		0	0							10	2	12	0	0
60	Very Low	10,041	12,540	-35	28	32,636	40,023	25	0	0	0	11	11	0	0	-14		0	0							14	3	17	0	0
61	Very Low	12,541	15,040	28	90	40,023	47,410	47	0	0	0	20	20	0	0	-27		0	0							27	1	28	0	0
62	Very Low	15,041	17,540	90	153	47,410	55,874	60	0	1	0	109	109	1	0	50		0	0	50						0	19	19	0	0
63	Very Low	17,541	20,040	153	215	55,874	64,919	84	0	0	0	40	40	0	0	-44		0	0			43			1	5	6	0	0	
64	Very Low	20,041	22,540	215	278	64,919	73,964	87	0	0	0	41	41	0	0	-46		0	0			7			30	0	39	0	0	
65	Very Low	22,541	25,040	278	340	73,964	81,541	121	0	42	0	75	75	42	0	-4		0	0							4	7	11	0	0
66	Very-Low - Low	25,041	27,540	340	403	81,541	88,928	120	0	0	0	8	8	0	0	-112		0	0							112	7	119	0	0
67	Low	27,541	30,040	403	465	88,928	96,315	180	0	3	0	90	90	3	0	-87		0	0							87	5	92	0	0
68	Low	30,041	32,540	465	528	96,315	103,702	114	0	8	0	189	189	8	0	83		80	3						0	1	1	80	3	
69	Low	32,541	35,040	528	590	103,702	111,089	135	0	0	4	282	286	0	0	151		151	0						0	7	7	151	0	
130	Total							2,050	3	147	6	3,633	0	0	3,639	150	1,739	0	1,967	69	50	0	50	0	297	65	362	1,967	69	
131	Total Unmet Need	362																												
132	Prepared by:	Spiffy Diffy Planning Consultants, January 15, 2009																												

Columns S, T, and Y contain orange numbers. The color indicates that inputs by the user in Columns U, V, W, and Y change the values of Columns S, T, and Y. After re-allocation of the surplus affordable housing supply, the number of for-sale housing units available to meet higher income demand in the \$15,041 - \$17,540 salary-income range dropped from 50 to 0 in Table 18. Similarly, the number of surplus rental units also drops to 0. Corresponding with the reductions in surplus housing units, Table 18 indicates a reduction in current phase unmet demand. The table now indicates no current phase unmet demand within the \$17,541 - \$20,040 salary-income range (Cell Y60). Unmet demand dropped from 46 to 39 in the \$20,041 - \$22,540 salary-income range.

For any value entered by the user in Columns U and V, there must be a corresponding entry in Columns W and X. A quick check to be certain this is the case can be obtained by viewing the totals row for these columns (row 130). The value in Cell U130 must equal the value of Cell W130. Similarly, the value of Cell V130 must equal the value of cell X130.

Although additional housing units are available in the \$30,041 - \$32,540 and higher salary-income ranges, none of these units can be used to offset the remaining unmet need in the lower salary-income ranges as the surplus housing units are not affordable to the unmet need of the lower salary-income ranges.

The values in Columns S and T should never be negative numbers. A negative number indicates that more housing supply than actually exists has been removed by the user via Columns U and V. Similarly, Column Y should never contain negative numbers. A negative number in Column Y indicates the user has assigned more units than exist in Columns W and Y.

Column Z contains any unmet need from prior phases as identified in the DemandPrior worksheet. Column AA sums Column Y and Z to determine the cumulative unmet need through the current phase. Columns AB and AC identify the excess/unused affordable housing supply. This supply can be used to mitigate any significant unmet need using the developer subsidy mitigation method.

MITIGATION OF SIGNIFICANT AFFORDABLE HOUSING IMPACT

CREDITPRIOR

The CreditPrior worksheet is used to adjust the “affordability value” of unused mitigation credits from prior phases to current phase-year dollars. A salary-income distribution from the prior phase is contained in Columns B through D based on the median family income used for the affordable housing analysis of the prior phase. The user enters any unused mitigation credits from the prior phase in Column E in the salary-income range to which they were credited. Column F converts the prior phase income to which the mitigation credits were initially credited to current phase income. The conversion is based on the percentage change in county North American Industrial Classification System average incomes (North American Industrial Classification System Code 10) between the prior phase and the current phase. The user then re-enters the mitigation credits in Column G in the row with the current phase salary-income change containing the current phase value of the mitigation credit.

In Table 19 below, Cell E58 contains 0.5 mitigation credits. The value of the credit (\$2,835 as indicated in cell C58) is converted in Cell F58 to a current phase value of \$3,650. The 0.5 mitigation credit is then entered by the user in Cell G57, since row 57 is the row containing the current phase salary-income range (\$2,541 to \$5,040) which spans \$3,650. This process is repeated by the user for all mitigation credits identified in Column E.

TABLE 19
CREDITPRIOR WORKSHEET EXCERPT

	A	B	C	D	E	F	G	H	I	J	K
1	>>Fill in the pink cells. All other numbers will automatically update. <<										
2	TUSCAWILLA DEVELOPMENT OF REGIONAL IMPACT, PHASE 2 OF 3										
3	Conversion of Unused Housing Mitigation Credits From Prior Phase to Current Phase										
4	Prior Phase ES 202 Report Income Year: 2002				Conversion	Current Phase ES 202 Report Income Year: 2007					
5	Prior Phase Unused Mitigation Credits				of Prior	Redistribution of Prior Phase Unused Mitigation Credits					
6					Phase	to Current Phase Salary-Income Ranges					
7	Income Class	Salary- Income Range			Total Unused Credits	Unused Credits Phase	Unused Prior Phase	Current Phase Salary-Income Ranges			Total
8		Low	Midpoint	High				Low	Midpoint	High	
9											
54	Out of Range	1,476	1,476	1,476				1,601	1,601	1,601	0.0
55	Out of Range	1,476	1,476	1,476				1,601	1,601	1,601	0.0
56	Out of Range	1,476	1,476	1,476				1,601	2,070	2,540	0.0
57	Very Low	1,476	1,530	1,584			0.5	2,541	3,791	5,040	0.5
58	Very Low	1,585	2,835	4,084	0.5	\$3,650	1.0	5,041	6,291	7,540	1.0
59	Very Low	4,085	5,335	6,584	1.0	\$6,869	3.0	7,541	8,791	10,040	3.0
60	Very Low	6,585	7,835	9,084	0.5	\$10,088	0.5	10,041	11,291	12,540	0.5
61	Very Low	9,085	10,335	11,584	3.0	\$13,307		12,541	13,791	15,040	0.0
62	Very Low	11,585	12,835	14,084	0.5	\$16,526	0.5	15,041	16,291	17,540	0.5
63	Very Low	14,085	15,335	16,584				17,541	18,791	20,040	0.0
64	Very Low	16,585	17,835	19,084				20,041	21,291	22,540	0.0
65	Very Low	19,085	20,335	21,584				22,541	23,791	25,040	0.0
66	Very Low	21,585	22,835	24,084				25,041	26,291	27,540	0.0
67	Very-Low - Low	24,085	25,335	26,584				27,541	28,791	30,040	0.0
68	Low	26,585	27,835	29,084				30,041	31,291	32,540	0.0
69	Low	29,085	30,335	31,584				32,541	33,791	35,040	0.0
70	Low	31,585	32,835	34,084				35,041	36,291	37,540	0.0
71	Low	34,085	35,335	36,584				37,541	38,791	40,040	0.0
72	Low	36,585	37,835	39,084				40,041	41,291	42,540	0.0
73	Low-Moderate	39,085	40,335	41,584				42,541	43,791	45,040	0.0
74	Moderate	41,585	42,835	44,084	0.5	\$55,156		45,041	46,291	47,540	0.0
75	Moderate	44,085	45,335	46,584				47,541	48,791	50,040	0.0
76	Moderate	46,585	47,835	49,084				50,041	51,291	52,540	0.0
77	Moderate	49,085	50,335	51,584				52,541	53,791	55,040	0.0
78	Moderate	51,585	52,835	54,084			0.5	55,041	56,291	57,540	0.5
79	Moderate	54,085	55,335	56,584				57,541	58,791	60,040	0.0
80	Moderate	56,585	57,835	59,084				60,041	61,291	62,540	0.0
130	Total				6.0		6.0				6.0
131		Land Use	NAICS	2002	2007	Percentage Increase 2002 - 2007					
132			Code	ES202	ES202						
133				Avg.	Avg.						
134				Annual	Annual						
135		Total, All	10	\$28,869	\$37,173	28.76%					
136		Industries									

Should the current phase of the project result in a significant affordable housing impact, or should the Applicant voluntarily choose to mitigate affordable housing impact which is less than the significance threshold established by Rule 9J-2.048, Florida Administrative Code, the MitigationP and MitigationC worksheets will assist the user in determining how the affordable housing impact is mitigated. Rule 9J-2.048(8)(b)1, Florida Administrative Code, states that a significant affordable housing impact is to be mitigated when needed. Therefore, for mitigating current phase impacts, the mitigation can be supplied in increments as the project is built, or when building permits are obtained for the project. However, in the case of a multi-phase project where the prior phase had unmet need which was not significant but became significant when combined with the unmet need of the current phase, the mitigation of the prior phase unmet need must occur prior to the start of the current phase as the mitigation is needed at this time. Therefore, the MitigationP worksheet is used to address the mitigation of prior phase unmet need while the MitigationC worksheet is used for the mitigation of unmet need generated by the current phase.

MITIGATIONP AND MITIGATIONC

The MitigationP and MitigationC worksheets are nearly identical. They are designed to mitigate any significant unmet need. The worksheets are large, using columns A through CA. They are divided into two main sections: The first section mitigates unmet need using developer-provided units specifically designated for mitigation purposes and associated mitigation credits. The second part of the worksheets determines mitigation based on the difference between what the unmet need (if any exists after first mitigating with developer-provided units) can afford and what the remaining, although unaffordable, housing supply costs.

Developer-provided housing units and mitigation credits are subtracted from the unmet need. Any remaining unmet need is mitigated using the developer subsidy method in the second section of the worksheet. Although the project must mitigate its significant affordable housing impacts, either the developer-provided housing method, the developer-subsidy method, or a combination of the two, can be used to mitigate a significant affordable housing impact. If the user chooses to mitigate all of the unmet need of the project using the developer-subsidy method, then no housing units or mitigation credits should be entered in the worksheets.

DEVELOPER-PROVIDED AFFORDABLE HOUSING MITIGATION UNITS

That portion of the MitigationP and MitigationC worksheets dealing with developer-provided affordable housing mitigation units is grouped by geographic area and by areas where differing rates of mitigation credits are awarded. These differing classes of mitigation credits: the project site; off-site but within the Affordable Housing Supply Area with direct mass transit; off-site but within the Affordable Housing Supply Area without direct mass transit; Affordable Housing Mitigation Area with direct mass transit; and Affordable Housing Mitigation Area without direct mass transit. This portion of the worksheet uses columns A through BM. Given the large size of the first part of the worksheet, Tables 20 through 23 examine the first part of the MitigationP worksheet.

MITIGATION OF PRIOR PHASE UNMET NEED USING PRIOR PHASE UNUSED MITIGATION CREDITS

Since prior phase unmet need and unused credits are updated by the workbook to take into account changes in wages of the unmet need and changes in the values of unused mitigation credits, it is possible that prior phase mitigation credits which could not be used during the prior phase analysis may now be available to mitigate the prior phase unmet need. Table 20 provides an excerpt from the NCFLHousingpopulated workbook MitigationP worksheet. In Table 20, Columns F through H are used to mitigate prior phase unmet need using prior phase unused mitigation credits. In Table 20, Cell E58 indicates 8 units (households) of prior phase unmet need within the \$5,401 - \$7,540 salary-income range. Cell F58 indicates one unused prior mitigation credit within the salary-income range. Cell G58 subtracts the unused prior phase mitigation credit, reducing the prior phase unmet need to 8. Cell H58 indicates that there is no remaining prior phase unused mitigation credits within the salary-income range. Similarly, Cell E59 indicates two units of prior phase unmet need. In this case Cell F59 indicates 3 unused prior phase mitigation credits. Cell G59 reveals no remaining unmet need while Cell H59 indicates 1 remaining prior phase unused mitigation credit.

TABLE 20

MITIGATIONP WORKSHEET EXCERPT, COLUMNS A THROUGH H MITIGATING PRIOR PHASE UNMET NEED

	A	B	C	D	E	F	G	H
1	Fill in the pink and orange cells.							
2								
3	MITIGATION OF PRIOR PHASE AFFORDABLE HOUSING NEED							
4	Income Class	Salary-Income Range			Prior Phase Unmet Need	Prior Phase Unused Mitigation Credits	Prior Phase Unmet Need, Less Prior Phase Mitigation Credits	Remaining Mitigation Credits
5		Low	Midpoint	High				
54	Out of Range	1,601	1,601	1,601	0	0.00	0.00	0.00
55	Out of Range	1,601	1,601	1,601	0	0.00	0.00	0.00
56	Very Low	1,601	2,070	2,540	0	0.00	0.00	0.00
57	Very Low	2,541	3,791	5,040	0	0.50	0.00	0.50
58	Very Low	5,041	6,291	7,540	8	1.00	7.00	0.00
59	Very Low	7,541	8,791	10,040	2	3.00	0.00	1.00
60	Very Low	10,041	11,291	12,540	3	0.50	3.00	0.50
61	Very Low	12,541	13,791	15,040	1	0.00	1.00	0.00
62	Very Low	15,041	16,291	17,540	19	0.50	19.00	0.50
63	Very Low	17,541	18,791	20,040	5	0.00	5.00	0.00
64	Very Low	20,041	21,291	22,540	0	0.00	0.00	0.00
65	Very Low	22,541	23,791	25,040	7	0.00	7.00	0.00
66	Very-Low - Low	25,041	26,291	27,540	7	0.00	7.00	0.00
67	Low	27,541	28,791	30,040	5	0.00	5.00	0.00
68	Low	30,041	31,291	32,540	1	0.00	1.00	0.00
69	Low	32,541	33,791	35,040	7	0.00	7.00	0.00
70	Low	35,041	36,291	37,540	0	0.00	0.00	0.00
71	Low	37,541	38,791	40,040	0	0.00	0.00	0.00
130	Total				65	6.00	62.00	3.00

As can be seen in Table 20, Cell H130 reveals a total of 3.0 unused mitigation credits.³ These unused credits can be used to mitigate the unmet need of higher salary-income ranges in Column G. Table 21 addresses how the worksheet is used to allocate these the unused mitigation credits of lower salary-income ranges to the remaining unmet need.

TABLE 21

**MITIGATIONP WORKSHEET EXCERPT, COLUMNS G THROUGH L
USING MITIGATION CREDITS FROM LOWER SALARY-INCOME RANGES
TO MITIGATE UNMET NEED OF HIGHER SALARY-INCOME RANGES**

	G	H	I	J	K	L
1						
2						
3						
4	Prior Phase	Remaining	Matching Prior Phase Mitigation Credits to Prior Phase Unmet Need			
5	Unmet Need,					
6	Less Prior	Mitigation				
7	Phase					
8	Mitigation	Credits	Remaining	Mitigation Credits	Unmet Need	Remaining
9	Credits		Mitigation	Used to Mitigate	Mitigated by Lower-	Prior Phase
			Credits	Higher-Income	Income Mitigation	Unmet Need
				Unmet Need	Credits	
54	0.00	0.00	0.00			0.00
55	0.00	0.00	0.00			0.00
56	0.00	0.00	0.00			0.00
57	0.00	0.50	0.50			0.00
58	7.00	0.00	0.00			7.00
59	0.00	1.00	0.00	1.00		0.00
60	3.00	0.50	0.00	0.50	1.00	2.00
61	1.00	0.00	0.00			1.00
62	19.00	0.50	0.00	0.50	1.00	18.00
63	5.00	0.00	0.00			5.00
64	0.00	0.00	0.00			0.00
65	7.00	0.00	0.00			7.00
66	7.00	0.00	0.00			7.00
67	5.00	0.00	0.00			5.00
68	1.00	0.00	0.00			1.00
69	7.00	0.00	0.00			7.00
70	0.00	0.00	0.00			0.00
71	0.00	0.00	0.00			0.00
72	0.00	0.00	0.00			0.00
130	62.00	3.00	1.00	2.00	2.00	60.00

³ Rows 54 through 71 contain only 2.5 mitigation credits. The other 0.5 unit of mitigation credit is contained in a row which is not included in the MitigationP table excerpt.

Columns H and I of Table 21 both indicate remaining unused mitigation credits. However, Column I differs from Column H as it is a dynamic column. Changes made by the user to Column J (Mitigation Credits Used to Meet Higher-Income Unmet Need) will result in changes to the values in Column I (Remaining Mitigation Credits). If no entries existed in Column J, the values of Cells I59, I60, and I62 would be 1.00, 0.50, and 0.50, respectively. Column L indicates the remaining unmitigated need. Column L is also dynamic, reflecting changes made by the user to Column K (Unmet Need Mitigated by Mitigation Credits Used to Meet Higher-Income Unmet Need).

As can be seen in Cell H130, 3.0 unused mitigation credits exist. These unused mitigation credits can be used to mitigate the unmet need identified in Column G. As can be seen, Table 21 contains 10 salary-income ranges with a combined total of 62 units of unmet need. For every entry made in Column J, there must be a corresponding entry in Column K. Therefore, Cell J130 must equal Cell K130.

Note that Cell G58 indicates 7 units of unmet need but that neither of the two mitigation credits is used to mitigate this unmet need. The unmet need is in a lower salary-income range than the unused mitigation credits. Therefore the credits are considered unaffordable to the unmet need and cannot be used to mitigate the 7 units.

TABLE 22

**MITIGATIONP WORKSHEET EXCERPT, COLUMNS L THROUGH T
USING ON-SITE, DEVELOPER PROVIDED HOUSING UNITS
TO MITIGATE PRIOR PHASE UNMET NEED**

L	M	N	O	P	Q	R	S	T
SING NEED								
Matching Prior Phase	Mitigation of Unmet Need Via Developer-Provided Housing Units							
	On-Site, Developer-provided Affordable Housing Units				Remaining Prior Phase Unmet Need	On-Site Mitigation Credits	Remaining Prior Phase Unmet Need Less Mitigation Credits	Remaining Mitigation Credits
Remaining Prior Phase Unmet Need	Unused Units from Prior Phase		Current Phase Units					
	For-sale	Rental	For-sale	Rental				
0.00					0.00	0.00	0.00	0.00
0.00					0.00	0.00	0.00	0.00
0.00					0.00	0.00	0.00	0.00
0.00					0.00	0.50	0.00	0.50
7.00				4.00	3.00	2.00	1.00	0.00
0.00					0.00	0.00	0.00	0.00
2.00					2.00	0.00	2.00	0.00
1.00					1.00	0.00	1.00	0.00
10.00	3.00	4.00	2.00		9.00	4.50	5.00	0.50
5.00	1.00	1.00	1.00		2.00	1.50	1.00	0.50
0.00					0.00	0.00	0.00	0.00
7.00	1.00	2.00	2.00		2.00	2.50	0.00	0.50
7.00	1.00				6.00	0.50	6.00	0.50
5.00			4.00		1.00	2.00	1.00	2.00
1.00					1.00	0.00	1.00	0.00
7.00				1.00	6.00	0.50	6.00	0.50
0.00					0.00	0.00	0.00	0.00
0.00					0.00	0.00	0.00	0.00
0.00					0.00	0.00	0.00	0.00
60.00	6.00	7.00	9.00	5.00	33.00	14.50	24.00	5.50

Columns L through T allow the user to mitigate the remaining prior phase unmet need with developer-provided housing. Developer-provided housing units from the prior phase, if not previously used to meet demand as part of the demand-supply determination or to mitigate prior phase unmet need, may be used to mitigate the unmet need of the current phase. The user should enter such units in Columns M and N. The units should be entered into the appropriate salary-income ranges which reflect their current for-sale price and/or monthly rent. The user may also use current phase developer-provided housing units in Columns O and P. However, when used in the MitigationP worksheet to mitigate the prior phase unmet need, such units must be provided prior to the construction of any development of the current phase.

Column Q subtracts the developer-provided units in Columns M through P from Column L. Developer-provided units located on the project site receive the highest mitigation credit (0.5 credits per developer-provided on-site unit) and therefore may be a cost-effective mitigation method. Unused mitigation credits generated as a result of developer-provided units used for mitigation in the prior phase are combined with mitigation credits generated by developer-

provided on-site housing in Columns M through P and are summed in Column R. Column S then subtracts remaining prior phase unmet need reported in Column Q from the on-site mitigation credits reported in Column R. Remaining unmet need and mitigation credits are reported in Columns S and T. As can be seen in Table 22, the prior phase remaining unmet need has been reduced from 60 units, as reported in Cell L130, to 24 units, as reported in Cell S130. Additionally, the project has 5.50 remaining unused mitigation credits, as reported in Cell T130. As with the unused mitigation credits identified in Column H (see Table 20), these unused mitigation credits can be allocated by the user to mitigate unmet need of higher salary-income ranges in Columns U through X. Table 23 provides an excerpt from the NCFLEHousingpopulated workbook MitigationP worksheet which matches the unused mitigation credits to the remaining unmet need.

TABLE 23

**MITIGATIONP WORKSHEET EXCERPT, COLUMNS T THROUGH X
USING MITIGATION CREDITS FROM LOWER SALARY-INCOME RANGES TO
MITIGATE UNMET NEED OF HIGHER SALARY-INCOME RANGES**

	T	U	V	W	X
1					
2					
3					
4					
5	On-Site,				
6	Remaining	Remaining	Mitigation Credits	Unmet Need	Remaining
7	Mitigation	Mitigation	Used to Mitigate	Mitigated by	Unmet
8	Credits	Credits	Higher-Income	Lower-Income	Need
9			Unmet Need	Mitigation Credits	
54	0.00	0.00	0.50		0.00
55	0.00	0.00			0.00
56	0.00	0.00			0.00
57	0.50	0.00			0.00
58	0.00	0.00			1.00
59	0.00	0.00			0.00
60	0.00	0.00			2.00
61	0.00	0.00			1.00
62	0.50	0.00			5.00
63	0.50	0.00		1.00	0.00
64	0.00	0.00	0.50		0.00
65	0.50	0.00			0.00
66	0.50	0.00		1.00	5.00
67	2.00	1.00		1.00	0.00
68	0.00	0.00			1.00
69	0.50	0.00		1.00	5.00
70	0.00	0.00			0.00
71	0.00	0.00			0.00
72	0.00	0.00			0.00
130	5.50	1.50	4.00	4.00	20.00

The method of allocating mitigation credits from lower salary-income ranges to the remaining unmet need of higher salary-income ranges is the same as discussed regarding Table 21. As can be seen, the remaining unmet need has dropped from 24, as reported in Cell S130 to 20, as reported in Cell X130.

This process of developer-provided mitigation units and hand-adjustment of mitigation credits from lower salary-income ranges to mitigate the remaining unmet need of higher salary-income ranges is repeated throughout the first part (Columns A through BL) of the worksheet. However, since mitigation credits are not available for developer-provided housing located within the Affordable Housing Supply Area without Direct Mass Transit, the mitigation credit hand-adjustment option is not provided for this section of the MitigationP and MitigationC worksheets (Columns AK – AP). Additionally, one important difference exists between on-site and Affordable Housing Supply Area mitigation compared to mitigation provided within the Affordable Housing Mitigation Area. In the former, the mitigation housing as well as the mitigation credit is used to mitigate unmet need. In the Affordable Housing Mitigation Area, however, only the mitigation credit is used to mitigate unmet. Therefore, within the Affordable Housing Mitigation Area, mitigation credits and developer-provided mitigation unit- equivalents are blended together. Such units are referred to as unit-equivalents throughout the workbook.

In order to avoid double-counting of developer-provided mitigation units and mitigation credits attributable to the prior phase, such developer-provided housing units must not have been previously used to mitigate demand in the prior phase affordable housing analysis.

Since the affordability ranges of developer-provided housing units used for mitigation are hand-entered, subsequent changes to variables which alter the affordability ranges, such as Median Family Income, average annual wage by income, mortgage interest rate, and monthly utility allowance will necessitate re-examination of entries made in the MitigationP and MitigationC worksheets. Changes in affordability by salary-income range may require the user to re-assign developer-provided housing and mitigation units to different salary-income ranges.

The worksheet limits the maximum number of developer-provided units within a particular salary-income range to the unmet need of the range. For example, if the unmet need within a particular salary-income range was 20, then the maximum number of developer-provided housing units is limited so that the sum of the developer-provided units and their associated mitigation credits does not exceed 20. Entering more units than the unmet need will produce an error message in the workbook. If the Applicant wishes to provide additional affordable housing for purposes of mitigating unmet need, then these additional units must be entered in another salary-income range. In this example, if the Applicant wishes to provide 40 units which are affordable to the salary-income range, then the excess units must be allocated to a higher salary-income range.

Finally, any unused mitigation credits are accumulated in Column BM of the MitigationP worksheet and appear in Column F of the MitigationC worksheet. Any unused mitigation credits remaining in Column BM of the MitigationC worksheet may be used to mitigate unmet need in the next project phase.

MITIGATION WITH REMAINING AVAILABLE BUT UNAFFORDABLE AFFORDABLE HOUSING SUPPLY

Any remaining unmitigated need in Column BL is mitigated via the developer subsidy method whereby the developer provides a monetary subsidy equal to the difference between what the remaining unmitigated need can afford to pay and the cost of the cheapest, although unaffordable remaining housing supply identified in Columns BS and BX. Columns BS and BS represent any remaining affordable housing supply surveys/Census housing data which was not used in the Unmet Need worksheet to match supply to demand.

The user should carefully review the number and salary-income ranges of the remaining for-sale and rental units identified in Columns BS and BX. The user must choose how much of the unmitigated demand is to be mitigated via for-sale unit subsidy and via for-rent unit subsidy. The user may try several different combinations of for-sale and for-rent subsidies to determine the most cost-effective mix.

If the user chooses to mitigate some or all of the unmitigated demand via for-sale units, then the number of households to be mitigated is to be entered in Column BG. Column BI calculates the amount these households can afford to pay. The user must then enter in Column BK the number of available for-sale units used to mitigate the unmet need in Column BG. Table 24 provides an example of this section from the MitigationP worksheet for for-sale units. In the example, the table has a total of 19 units of unmet need to be mitigated as indicated in Cell BN130 (Remaining Unmet Need). The user has chosen to mitigate 13 units of unmet need with for-sale units with the selections in Column BO (Number of Households Mitigated via For-sale Units). The remaining 6 units of unmet need are mitigated using rental units (see Table 25). For every entry in Column BO, the table contains a corresponding entry in Column BS (For-sale Units Used for Mitigation). Note that the units entered in column BS are not within the same salary-income range as the households to be mitigated via for-sale units (Column BO). This is because no for-sale units are available for mitigation within the same salary-income range as indicated by Column BR (For-sale Units Available for Mitigation). Therefore, the user has selected 13 for-sale units affordable to the \$30,041 - \$32,540 salary-income range as these are the cheapest available for-sale units.

TABLE 24

**MITIGATIONP WORKSHEET EXCERPT, COLUMNS BN THROUGH BT
USING MITIGATION SUBSIDY TO MITIGATE REMAINING UNMET NEED
FOR-SALE UNITS**

	A	B	C	D	BN	BO	BP	BQ	BR	BS	BT
1	Fill in the pink and orange cells.										
2											
3	MITIGATION OF PRIOR PHASE AFFORDABLE HOUSING NEED									MITIGATION OF PRIOR PHASE	
4	Income Class	Salary-Income Range			Mitigation of Unmet Need Via For-sale Unit Subsidy						
Remaining Unmet Need					Number of Households Mitigated Via For-sale Units	Midpoint Affordable Home Price	What Households Can Afford to Pay	For-sale Units Available for Mitigation	For-sale Units Used for Mitigation	Price of For-sale Units Used for Mitigation	
		Low	Midpoint	High							
54	Out of Range	1,601	1,601	1,601	0.0		2,993	0	0		0
55	Out of Range	1,601	1,601	1,601	0.0		2,993	0	0		0
56	Very Low	1,601	2,070	2,540	0.0		4,758	0	0		0
57	Very Low	2,541	3,791	5,040	0.0		11,222	0	0		0
58	Very Low	5,041	6,291	7,540	0.0		20,585	0	0		0
59	Very Low	7,541	8,791	10,040	0.0		28,943	0	0		0
60	Very Low	10,041	11,291	12,540	2.0	2	36,330	72,659	0		0
61	Very Low	12,541	13,791	15,040	1.0	1	43,717	43,717	0		0
62	Very Low	15,041	16,291	17,540	5.0	3	51,642	154,926	0		0
63	Very Low	17,541	18,791	20,040	0.0		60,396	0	0		0
64	Very Low	20,041	21,291	22,540	0.0		69,442	0	0		0
65	Very Low	22,541	23,791	25,040	0.0		77,753	0	0		0
66	Very-Low - Low	25,041	26,291	27,540	5.0	4	85,235	340,938	0		0
67	Low	27,541	28,791	30,040	0.0		92,622	0	0		0
68	Low	30,041	31,291	32,540	1.0	1	100,009	100,009	80	13	1,300,112
69	Low	32,541	33,791	35,040	5.0	2	107,396	214,791	151		0
70	Low	35,041	36,291	37,540	0.0		114,783	0	48		0
71	Low	37,541	38,791	40,040	0.0		122,170	0	67		0
130	Total				19.0	13		927,040	1,966	13	1,300,112

Note: Columns E through BM have been hidden for purposes of presentation.

The table indicates what the unmet need can afford to compared to the price of the cheapest available for-sale units. In this case, the 13 households can afford to pay \$927,040 for 13 for-sale units. However, the price of the cheapest available 13 for-sale units is \$1,300,112. The difference, \$373,072, represents the amount of money the Applicant must pay to mitigate the 13 units of unmet need from the prior phase which the user has chosen to mitigate with for-sale housing.

Table 25 presents that section of the MitigationP worksheet in which the user has selected to mitigate the remaining 6 units of unmet need with a subsidy based on rental units.

TABLE 25

**MITIGATIONP WORKSHEET EXCERPT, COLUMNS BU THROUGH CA
USING MITIGATION SUBSIDY TO MITIGATE REMAINING UNMET NEED
RENTAL UNITS**

	A	B	C	D	BU	BV	BW	BX	BY	BZ	CA	
1	Fill in the pink and orange cells.											
2												
3	MITIGATION OF PRIOR PHASE AFFORDABLE HOUSING NEED											
4	Income Class	Salary-Income Range			Mitigation of Unmet Need Via Rental Unit Subsidy						Remaining Unmitigated Unmet Need	
5					Number of Households Mitigated Via Rental Units	Midpoint Affordable Monthly Rent	Rental Units Available for Mitigation	Rental Units Used for Mitigation	Rent Households Can Afford to Pay for 15 Years	Price of Rent for 15 Years		
6		Low	Midpoint	High								
54	Out of Range	1,601	1,601	1,601	2	-246	0		0	0	19	
55	Out of Range	1,601	1,601	1,601		-246	0		0	0	19	
56	Very Low	1,601	2,070	2,540		-235	0		0	0	19	
57	Very Low	2,541	3,791	5,040		-192	0		0	0	19	
58	Very Low	5,041	6,291	7,540		-129	0		0	0	19	
59	Very Low	7,541	8,791	10,040		-67	0		0	0	19	
60	Very Low	10,041	11,291	12,540		-4	0		0	0	19	
61	Very Low	12,541	13,791	15,040		58	0		0	0	19	
62	Very Low	15,041	16,291	17,540		121	0		43,524	0	19	
63	Very Low	17,541	18,791	20,040		183	0		0	0	19	
64	Very Low	20,041	21,291	22,540	246	0		0	0	19		
65	Very Low	22,541	23,791	25,040	308	0		0	0	19		
66	Very-Low - Low	25,041	26,291	27,540	1	371	0		66,762	0	19	
67	Low	27,541	28,791	30,040		433	0		0	0	19	
68	Low	30,041	31,291	32,540	496	3	3	0	267,786	3	19	
69	Low	32,541	33,791	35,040	3	558	0		301,536	0	3	
70	Low	35,041	36,291	37,540		621	1	1	0	111,762	2	19
71	Low	37,541	38,791	40,040		683	0		0	0	2	19
72	Low	40,041	41,291	42,540		746	0		0	0	2	19
73	Low - Moderate	42,541	43,791	45,040		808	1	1	0	145,512	1	19
74	Moderate	45,041	46,291	47,540	871	9	1	0	156,762	0	19	
130	Total				6		68	6	411,822	681,822	0	

Note: Columns E through BT have been hidden for purposes of presentation.

Here, the user chose to mitigate six units of unmet need with rental units. The user has selected the six cheapest available rental units for mitigation. In this case, the rent households can afford to pay for 15 years equals \$411,822, while the price of rent for fifteen years is \$681,822. The difference, \$270,000, represents the amount of money the Applicant must pay to mitigate the 6 units of prior phase unmet need with rental housing. The total mitigation for the prior phase is the sum of \$373,072 plus \$270,000, for a total of \$643,072.

As with the for-sale units, the total number of households mitigated via rental units must equal the sum of the rental units used for mitigation. Additionally, Column CA, Remaining Unmitigated Unmet Need, Cell CA130 must equal 0. This column provides a running total of remaining unmitigated need in descending order. If Cell CA130 is greater than 0, then the user has not identified sufficient housing units to mitigate the unmet need. If the user enters too many mitigation units, then a "Reduce Mitigation!" message will appear in the column and all subsequent column entries will contain an Excel Value error message. Should this occur, the user must reduce the number of for-sale and/or rental units used for mitigation. Finally, Cells A131 through I154 provide summary statistics on the mitigation worksheets.

MITIGATION SCHEDULE, FEES AND IMPACT SUMMARY

PERMIT FEE

Mitigation for the current project phase, unlike mitigation of prior phase affordable housing impacts, can occur throughout the construction of the project phase, since both the East Central Florida Regional Planning Council Housing Methodology and Rule 9J-2.048(8)(b)1, Florida Administrative Code, stipulate that mitigation is to be provided when needed. Therefore, it is possible to develop an incremental mitigation payment schedule based on the issuance of building permits. The Permit Fee worksheet summarizes the current phase mitigation by land use/North American Industrial Classification System code which can be used to develop an incremental schedule of affordable housing mitigation fees for the current project phase.

Cells A6 through Z130 of the Permit Fee worksheet summarize developer-provided units by land use/North American Industrial Classification System code. Developer-provided units are assigned to land use/North American Industrial Classification System code in proportion to the percentage of the original unmet need by land use/North American Industrial Classification System code for each salary-income range (as determined in Columns AA through AK of the DemandT worksheet).⁴

The number of land use units mitigated by developer-provided units is identified in Cells G140 through G149. In the example workbook, a combination of developer-provided units and developer-subsidy is used to mitigate affordable housing impacts. Therefore, Cells I140 through I149 calculate an affordable housing mitigation fee per unit of land use by land use/North American Industrial Classification System code for the unmet need which is to be mitigated using a developer subsidy. The method for determining unmet need for the developer subsidy mitigation is the same as for the developer-provided units and will not be repeated here.

Cells B151 through K 167 report summary statistics regarding mitigation. They summarize the total number of developer-provided housing units, the total cost of the developer-provided subsidy, as well as other useful information. It is important to note that Rule 9J-2.048,(8)(c)3.a, Florida Administrative Code, limits the use of developer-provided housing unit-equivalents within the Affordable Housing Mitigation Area to mitigate no more than 50 percent of the unmet need. Therefore, the user should carefully review the summary statistics to ensure that this threshold is not exceeded. If more than 50 percent of the unmet need is mitigated by developer-provided unit equivalents within the Affordable Housing Mitigation Area, then the user must revise the mitigation portion of workbook accordingly.

⁴ Rounding errors may occur which result in the identification of a different number of developer-provided housing units (and/or unit equivalents) in Cell E130. However, this error has no effect as the developer-provided units identified in the Mitigation worksheets are used for the purpose of determining the number of units of developer-provided housing units used in the Permit Fee worksheet computations. In sum, the mathematical computations will still be correct no matter if a difference in units appears in the Permit Fee worksheet due to rounding.

The Current Phase Mitigation Table and the Mitigation of Unmet Need from Prior Phase to be Provided Prior to the Start of the Current Phase Table are also presented in the Impacts worksheet. Therefore, in order to provide a more organized and streamlined workbook, the Permit Fee worksheet is hidden from view. The user may review the worksheet using the Excel Hide/Unhide command.

IMPACTS

The Impacts worksheet summarizes the affordable housing impacts and developer-selected mitigation of both the prior and current project phases. The worksheet consists of four sections: Summary of Affordable Housing Impacts and Mitigation; Mitigation for Prior Phase(s); Current Phase Mitigation; and Current Phase On-site Housing Units Used to Match Supply to Demand.

SUMMARY OF AFFORDABLE HOUSING IMPACTS AND MITIGATION

The Summary of Affordable Housing Impacts and Mitigation section provides information on the number of developer-provided housing units and unit-equivalents used for mitigation by phase (as well as total). The developer-provided units and unit-equivalents are categorized by geographic area (on-site, Affordable Housing Supply Area, and Affordable Housing Mitigation Area).

Table 26 provides an example of this portion of the worksheet. Rows 6 through 17 provide summary statistics on the mitigation to be provided by the Applicant. In this example, the project had unmet need from the prior phase which was not significant. Therefore, it did not require mitigation. However, the prior phase unmet need combined with the current phase unmet need created a significant affordable housing impact. Therefore, the prior phase unmet need must be mitigated prior to the start of the current phase. The Applicant is mitigating the prior phase unmet need through a combination of 13 vacant affordable housing units constructed on the project site during Phase 1 (Cell G6), 14 on-site affordable housing units to be constructed during the current phase (Cell G7), two developer-provided housing units constructed during the prior phase which are located within the Affordable Housing Mitigation Area with Direct Mass Transit (Cell G13), plus a mitigation payment of \$643,072 (Cell G28). As noted in the North Central Florida Affordable Housing Methodology document, all mitigation needed to mitigate prior phase unmet need must occur prior to the start of development activities for the current phase. In this case, the developer must construct the 14 current phase developer-provided on-site affordable housing mitigation units prior to any other development of the current phase.

Column H summarizes the Applicant's mitigation program for the current phase. As can be seen, the Applicant will be providing 24 on-site affordable housing units, 30 affordable housing units within the Affordable Housing Supply Area with Direct Mass Transit, 30 affordable housing units within the Affordable Housing Supply Area with Direct Mass Transit, 52 affordable housing units within the Affordable Housing Mitigation Area with Direct Mass Transit, and 32 affordable housing units within the Affordable Housing Mitigation Area without Direct Mass Transit. Additionally, the developer will make one or more subsidy payments equal to \$4,982,944. It is important to recognize the distinction between housing units and housing unit-equivalents within the Affordable Housing Mitigation Area. Within the Affordable Housing

Mitigation Area, Rule 9J-2.048(8)(c)3, Florida Administrative Code, provides a mitigation credit of 0.50 unit for every affordable housing unit provided within an Affordable Housing Mitigation Area With Direct Mass Transit, and a 0.30 mitigation credit for every developer-provided housing unit located within the Affordable Housing Mitigation Area Without Direct Mass Transit. It is the mitigation credit, and not the units themselves, which are counted as mitigation. Therefore, Table 26 reports both the unit-equivalents (rows 12 and 15) as well as the total number of housing units to be provided by the Applicant to achieve the credits (rows 13, 14, 16, and 17).

Row 19 reports the percentage of developer-provided mitigation which occurs within the Affordable Housing Mitigation Area. As per Rule 9J-2.048(8)(c)3.a, Florida Administrative Code, no more than 50 percent of the developer-provided mitigation can occur within the Affordable Housing Mitigation Area. The workbook does not prevent the user from selecting more than 50 percent of the mitigation within the Affordable Housing Mitigation Area. Therefore, if the percentage in row 19 is greater than 50 percent, the mitigation strategy should be adjusted to not exceed 50 percent.

TABLE 26
IMPACTS WORKSHEET EXCERPT
SUMMARY OF MITIGATION PLAN

	A	B	C	D	E	F	G	H	I
1	Tusawilla Development of Regional Impact								
2	Summary of Affordable Housing Impacts and Mitigation								
3									
4	Summary Statistics						Prior Phase(s)	Current Phase	Total
5	Households Mitigated via Developer-provided Dwelling Units:								
6	Units Provided On-site, Prior Phase						13	0	13
7	Units Provided On-site, Current Phase						14	24	38
8	Units Provided from Prior Phase, Aff. Housing Supply Area With Direct Mass Transit						0	0	0
9	Units Provided from Current Phase, Aff. Housing Supply Area With Direct Mass Transit						0	30	30
10	Units Provided from Prior Phase, Aff. Housing Supply Area with No Mass Transit						0	0	0
11	Units Provided from Current Phase, Aff. Housing Supply Area with No Mass Transit						0	29	29
12	Unit-equivalents Provided, Aff. Housing Mit. Area With Direct Mass Transit						2	26	28
13	Units Provided from Prior Phase, Aff. Housing Mit. Area with Direct Mass Transit						2	0	2
14	Units Provided from Current Phase, Aff. Housing Mit. Area with Direct Mass Transit						0	52	52
15	Unit-equivalents Provided, Aff. Housing Mit. Area w/o Mass Transit						0	10	10
16	Units Provided from Prior Phase, Aff. Housing Mit. Area w/o Mass Transit						0	0	0
17	Units Provided from Current Phase, Affordable Housing Mitigation Area with No Mass Transit						0	32	32
18	Total Developer-provided Units and Unit-equivalents:						29	119	148
19	Pct of Developer-provided Units and Unit-equivalents:						3.08%	12.12%	10.50%
20									
21	Households Mitigated via Developer-provided Units and Unit-equivalents						29	119	148
22	Households Mitigated via Developer Credits						17	19	36
23	Household Mitigated via For-sale Unit Subsidy						13	131	144
24	Households Mitigated via Rental Unit Subsidy						6	28	34
25	Total Households Mitigated:						65	297	362
26	Unused Developer-provided Mitigation Credits						-	0.60	0.60
27									
28	Difference between what unmet need can afford and cost of lowest-priced vacant						\$643,072	\$4,982,944	\$5,626,016
29	for-sale and rental units used for mitigation:								
30									
31	Average Cost per Mitigated Household, excluding Developer-provided Units:						\$33,846	\$31,339	\$31,607
32									
33	Prepared by: Spiffy Diffy Planning Consultants, January 15, 2009								

Row 26 provides information on remaining unused developer-provided housing mitigation credits. Note that Cell G26, prior phase unused developer-provided housing mitigation credits is permanently blank. That is because unused mitigation credits attributable to the prior phase roll over for use in the current mitigation worksheet. Any unused mitigation credits from prior phases will appear in Cell H26, current phase unused developer-provided housing mitigation credits. Unused credits reported in Cell I26 can be rolled forward to the affordable housing impact analysis of the next phase of the project.

Rows 28 and 29 report the developer-provided mitigation summary. As previously noted, Table 26, above, reports a developer subsidy of \$643,072 for the prior phase. Additionally, the table notes a developer subsidy of \$4,982,944 for the current phase. Normally, it is anticipated that a developer will pay the current phase mitigation subsidy in increments as the current phase is constructed. More details regarding the payments are discussed later.

Finally, row 31 reports the average cost per mitigated household of the developer-provided mitigation subsidy. This information is provided to assist the user decide whether it is more cost-effective to provide a mitigation subsidy or to instead provide units to mitigate a significant affordable housing impact.

MITIGATION FOR PRIOR PHASE(S)

As previously noted, the prior phase mitigation must be provided prior to the start of the current phase. Table 27 provides more detailed information regarding prior phase mitigation. For example, of the 13 prior phase developer-provided on-site units to be used for mitigation of the prior phase, 6 will be for-sale units (Cell G86) while 7 will be rental units (Cell H86). The Applicant must provide evidence that 13 on-site housing units constructed during the prior phase are available and affordable for mitigation of the 13 units of prior phase unmet need. Additionally, the Applicant is constructing an additional 14 units on the project site during the current phase to mitigate part of the prior phase mitigation requirement.⁵ Similarly, the Applicant must provide evidence that the 14 units are affordable to the applicable 14 units of unmet need. Finally, the Applicant must submit payment to the local government for \$643,072 prior to the start of the current phase.

⁵ These units must be constructed prior to the beginning of the development of the current phase.

TABLE 27

IMPACTS WORKSHEET EXCERPT PRIOR PHASE MITIGATION

	A	B	C	D	E	F	G	H	I
81	Prior Phase Mitigation								
82	To be Provided Prior to the Start of the Current Phase								
83									
84	Summary Statistics						For-sale Units	Rental Units	Total
85	Households Mitigated via Developer-provided Dwelling Units:								
86	Units Provided On-site, Prior Phase						6	7	13
87	Units Provided On-site, Current Phase						9	5	14
88	Units Provided from Prior Phase, Aff. Housing Supply Area With Direct Mass Transit						0	0	0
89	Units Provided from Current Phase, Aff. Housing Supply Area With Direct Mass Transit						0	0	0
90	Units Provided from Prior Phase, Aff. Housing Supply Area with No Mass Transit						0	0	0
91	Units Provided from Current Phase, Aff. Housing Supply Area with No Mass Transit						0	0	0
92	Unit-equivalents Provided, Aff. Housing Mit. Area With Direct Mass Transit						-	-	2
93	Units Provided from Prior Phase, Aff. Housing Mit. Area with Direct Mass Transit						1	1	2
94	Units Provided from Current Phase, Aff. Housing Mit. Area with Direct Mass Transit						0	0	0
95	Unit-equivalents Provided, Aff. Housing Mit. Area w/o Mass Transit						-	-	0
96	Units Provided from Prior Phase, Aff. Housing Mit. Area w/o Mass Transit						0	0	0
97	Units Provided from Current Phase, Affordable Housing Mitigation Area with No Mass Transit						0	0	0
98	Households Mitigated via Developer Credits								17
99	Household Mitigated via For-sale Unit Subsidy								13
100	Households Mitigated via Rental Unit Subsidy								6
101	Total Households Mitigated:								65
102									
103									
104	Difference between what unmet need can afford and cost of lowest-priced vacant for-sale and rental units used for mitigation:								\$643,072
105									
106	Average Cost per Mitigated Household, excluding Developer-provided Units:								\$33,846
107									
108	Prepared by: Spiffy Diffy Planning Consultants, January 15, 2009								

CURRENT PHASE MITIGATION

The Current Phase Mitigation section of the Impacts worksheet provides detailed information on the amount and timing of the provision of developer-provided mitigation relative to the construction of the current phase. Table 28 is an example of the current phase mitigation section of the worksheet. Similar to the prior phase section, detailed information is provided regarding developer-provided mitigation units and the total developer-provided mitigation payment. However, unlike prior mitigation which must all be paid up front, before development can commence for the current phase, current phase mitigation may occur over the entire construction period of the current phase. Additionally, mitigation may be comprised of either developer-provided housing units, developer-provided subsidy, or a combination of the two. No matter what combination of mitigation is used, Cells A35 through I52 provide the information necessary to implement an incremental mitigation program for the current phase.

Cells D42 through D51 indicate the total number of land use/development units of the project by North American Industrial Classification System code. In Table 28, Cell E42 indicates that the project has 11,331 square feet of retail floor area per unit of retail employee unmet need (i.e., retail employee households for which insufficient supply exists to meet demand).

TABLE 28
IMPACTS WORKSHEET EXCERPT
CURRENT PHASE MITIGATION

	A	B	C	D	E	F	G	H	I	J
35	Current Phase Mitigation									
36	Land Use	NAICS Code	Unit of Measure	Total Number of Land Use Units	Land Use Units per Unit of Unmet Need	Land Use Units Mitigated by Developer-Provided Housing	Remaining Land Use Units Mitigated by Fee Payment	Fee per Land Use Unit	Total Fee Payment	
37										
38										
39										
40										
41										
42	Retail	44-45	Sq. Ft.	2,500,000	11,331	1,114,238	1,385,762	\$2.77	\$3,832,850	
43	Office	54	Sq. Ft.	450,000	262,561	153,890	296,110	\$0.12	\$35,344	
44	Warehousing	48-49	Sq. Ft.	1,500,000	40,185	611,313	888,687	\$0.78	\$693,063	
45	Hotel	721	Room	1,400	21	1,116	284	\$1,484.56	\$421,687	
46	NAICS5	0	0	0	0	0	0	\$0.00	\$0	
47	NAICS6	0	0	0	0	0	0	\$0.00	\$0	
48	NAICS7	0	0	0	0	0	0	\$0.00	\$0	
49	NAICS8	0	0	0	0	0	0	\$0.00	\$0	
50	NAICS9	0	0	0	0	0	0	\$0.00	\$0	
51	NAICS10	0	0	0	0	0	0	\$0.00	\$0	
52	Total									\$4,982,944
53										
54	Summary Statistics						For-sale Units	Rental Units	Total	
55	Households Mitigated via Developer-provided Dwelling Units:									
56	Units Provided On-site, Prior Phase						0	0	0	
57	Units Provided On-site, Current Phase						15	9	24	
58	Units Provided from Prior Phase, Aff. Housing Supply Area With Direct Mass Transit						0	0	0	
59	Units Provided from Current Phase, Aff. Housing Supply Area With Direct Mass Transit						8	22	30	
60	Units Provided from Prior Phase, Aff. Housing Supply Area with No Mass Transit						0	0	0	
61	Units Provided from Current Phase, Aff. Housing Supply Area with No Mass Transit						5	24	29	
62	Unit-equivalents Provided, Aff. Housing Mit. Area With Direct Mass Transit						-	-	26	
63	Units Provided from Prior Phase, Aff. Housing Mit. Area with Direct Mass Transit						0	0	0	
64	Units Provided from Current Phase, Aff. Housing Mit. Area with Direct Mass Transit						20	32	52	
65	Unit-equivalents Provided, Aff. Housing Mit. Area w/o Mass Transit						-	-	10	
66	Units Provided from Prior Phase, Aff. Housing Mit. Area w/o Mass Transit						0	0	0	
67	Units Provided from Current Phase, Affordable Housing Mitigation Area with No Mass Transit						10	22	32	
68	Households Mitigated via Developer Credits								19	
69	Household Mitigated via For-sale Unit Subsidy								131	
70	Households Mitigated via Rental Unit Subsidy								28	
71	Total Households Mitigated:								297	
72	Unused Developer-provided Mitigation Credits								0.6	
73										
74	Difference between what unmet need can afford and cost of lowest-priced vacant for-sale and rental units used for mitigation:								\$4,982,944	
75										
76	Average Cost per Mitigated Household, excluding Developer-provided Units:								\$31,339	
77										
78	Prepared by: Spiffy Diffy Planning Consultants, January 15, 2009									

In other words, Cell 42 indicates that one developer-provided housing unit must be provided for every 11,331 square feet of retail commercial development up to a total of 1,114,238 square feet, as indicated in Cell F42. However, retail commercial development may not occur in increments which are evenly divided by 11,331 square feet. Additionally, permits may be concurrently drawn for multiple land uses, further complicating the determination of mitigation housing which must be provided to meet the unmet need when permits are drawn.

Tables 29 and 30 are used to determine when developer-provided housing units must be provided. Table 29 addresses the provision of current phase developer-provided mitigation units. Table 30 addresses the provision of current phase on-site affordable housing used to match supply to demand. Both tables run concurrently as both represent different rates by which developer-provided units are needed.

Assume, for example, that multiple permits are simultaneously requested for 200,000 square feet of retail, 10,000 square feet of office, 30,000 square feet of warehouse, and ten hotel rooms. Multiplying the land use unit requests by the values in Column F in Table 29 will indicate if sufficient development is to be built which requires the developer to provide one (or more) developer provided mitigation (housing) units. In this case, the combined impacts produce a need for 21.6040 mitigation housing units. Therefore, the developer must provide 21 mitigation housing units. The remaining 0.6040 unit of mitigation housing need is added to the mitigation housing needs generated by the next building permit.

TABLE 29

**IMPACTS WORKSHEET EXCERPT
CURRENT PHASE DEVELOPER-PROVIDED HOUSING UNITS
USED TO MITIGATE UNMET NEED**

	A	B	C	D	E	F	G		
	Land Use	NAICS Code	Unit of Measure	Total Number of Land Use Units	Land Use Units per Developer-provided Mitigation Housing Unit	Mitigation Housing Units Per Land Use Unit	For-sale	Rental	Total
110	Current Phase Developer-provided Housing Units Used to Mitigate Unmet Need								
111									
112									
113									
114									
115									
116									
117	Retail	44-45	Sq. Ft.	2,500,000	14,970	0.0000668000			
118	Office	54	Sq. Ft.	450,000	2,695	0.0003711111			
119	Warehousing	48-49	Sq. Ft.	1,500,000	8,982	0.0001113333			
120	Hotel	721	Room	1,400	8	0.1192857143			
121	NAICS5	0	0	0	0	0.0000000000	9	3	5
122	NAICS6	0	0	0	0	0.0000000000			
123	NAICS7	0	0	0	0	0.0000000000			
124	NAICS8	0	0	0	0	0.0000000000			
125	NAICS9	0	0	0	0	0.0000000000			
126	NAICS10	0	0	0	0	0.0000000000			
127	Prepared by:	Spiffy Diffy Planning Consultants, January 15, 2009							

In the example worksheet, in addition to providing housing to mitigate unmet need, the Applicant has committed to constructing affordable housing on-site to meet at least some of the affordable housing demand. Therefore, Table 30 determines how many on-site affordable housing units must be provided by the Applicant to meet the affordable housing demand as well as the timing of the provision of the on-site affordable housing units. Table 30 is used in the same manner as Table 29. Assume the previous simultaneous multiple permit example of 200,000 square feet of retail, 10,000 square feet of office, 30,000 square feet of warehouse, and 10 hotel rooms. Multiplying the land use unit requests by the values in Column F in Table 30 will indicate if sufficient development is to be built which requires the developer to provide one or more on-site affordable housing units. In this case, the combined impacts produce a need for 1.1643 on-site affordable housing units. Therefore, the developer must provide one on-site affordable housing unit. The remaining 0.1643 unit of on-site affordable housing need is added to the on-site affordable housing needs generated by the next building permit.

TABLE 30

IMPACTS WORKSHEET EXCERPT
CURRENT PHASE DEVELOPER-PROVIDED ON-SITE HOUSING UNITS
USED TO MATCH SUPPLY TO DEMAND

	A	B	C	D	E	F	G	H	I
129	Current Phase On-site Housing Units Used to Match Supply to Demand								
130	Land Use	NAICS Code	Unit of Measure	Total Number of Land Use Units	Land Use Units per Developer-provided On-Site Housing Unit	Unmet Household Per Land Use Unit	Number of On-site Housing Units per On-site Affordable Housing Unit		
131							For-sale	Rental	Total
132									
133									
134									
135									
136	Retail	44-45	Sq. Ft.	2,500,000	277,778	0.0000036000	83	100	89
137	Office	54	Sq. Ft.	450,000	50,000	0.0000200000			
138	Warehousing	48-49	Sq. Ft.	1,500,000	166,667	0.0000060000			
139	Hotel	721	Room	1,400	156	0.0064285714			
140	NAICS5	0	0	0	0	0.0000000000			
141	NAICS6	0	0	0	0	0.0000000000			
142	NAICS7	0	0	0	0	0.0000000000			
143	NAICS8	0	0	0	0	0.0000000000			
144	NAICS9	0	0	0	0	0.0000000000			
145	NAICS10	0	0	0	0	0.0000000000			

The determination of an affordable price/rent for the developer-provided units is unclear. Care must be taken to assure that the price/rent is affordable to the land use categories comprising the unmet need/affordable housing demand. Care must also be taken to assure that such unmet need/affordable housing demand is properly credited so that the price/rent of future developer-provided housing does not represent an oversupply of units at any particular salary-income range.

Since, in the example project, the developer has committed to mitigate the unmet need by using a combination of affordable housing units and developer subsidy, the land use units of the combined permits could be multiplied by the applicable land use fee in Column I of Table 28 and the Applicant would pay a \$592,611.05 affordable housing mitigation fee for the construction permits. Alternatively for this example, mitigation could be met by a combination of developer-provided housing and developer subsidy permit fee. However, at some point in the current phase construction process, all of the mitigation will have been used for either the developer subsidy or developer-provided housing. At this point, the developer will have no option but to provide mitigation using whichever mitigation method has not been fully subscribed by previous building permits.

The Applicant must also demonstrate that one prior-phase developer-provided mitigation housing unit located within the Affordable Housing Mitigation Area with direct mass transit is available and affordable to at least one unit of unmet need. The price and rent of developer-provided for-sale and rental mitigation units be as identified in the MitigationC and Affordability worksheets. Finally, the timing and mix of the use of developer-provided housing and developer-subsidy mitigation should be addressed as either Applicant Commitments in the Application for Development Approval or as conditions in the local government development order.

What if the mitigation plan calls for developer-provided on-site affordable housing units as well as developer-provided mitigation units but all of the current phase housing is scheduled to be constructed prior to the non-residential portion of the project? All of the on-site housing units could be built and occupied prior to the issuance of the non-residential land uses which generates the affordable housing demand and the unmet affordable housing need. Were this to occur, the developer and the local government may find it difficult to construct the developer-provided on-site affordable housing supply or developer-provided mitigation units. Therefore, Tables 29 and 30 provide ratios of developer-provided affordable housing units and developer-provided mitigation units to total on-site housing units to assure that the developer-provided affordable housing units and mitigation units are provided concurrent with the construction of total housing units within the project. Table 29 establishes a ratio of 5 on-site units per developer-provided mitigation unit. Table 30 establishes a ratio of 89 on-site units for every on-site affordable housing unit.

Should the Applicant fail to provide developer-provided affordable housing units for either matching supply to demand or for mitigation of the significant affordable housing impact, the workbook can be adjusted to determine the marginal cost of such units which can then be used as a developer subsidy fee payment. To determine the marginal cost of such units, remove the user-provided mitigation housing units which were not provided from the MitigationC worksheet as appropriate, and adjust the worksheet to account for the additional unmet need in the developer-subsidy portion of the worksheet. The Impacts worksheet will indicate a higher value for the developer-provided mitigation subsidy. The difference between the original developer-provided subsidy and the revised developer-provided subsidy represents the additional subsidy which must be paid to mitigate the user-provided mitigation units which were not provided. A similar approach applies when the developer does not construct developer-provided housing used for matching supply to demand. This approach could also be used to determine the amount of a surety bond by calculating the difference in the developer-subsidy payment with developer-provided affordable housing and without developer-provided affordable housing.

RESERVED HOUSING SUPPLY FOR PREVIOUSLY APPROVED PROXIMATE DEVELOPMENTS OF REGIONAL IMPACT

Rule 9J-2.048(5)(c)5, Florida Administrative Code, prohibits the affordable housing supply survey from including housing units used as part of the affordable housing supply of a proximate Development of Regional Impact approved within the previous five years. Worksheets A through D, in companion with the North Central Florida Regional Planning Council Affordable Housing Methodology, provide a conceptual basis for removing such units from the affordable housing supply survey. Since these worksheets are not incorporated into the workbook at the present time, they are hidden from view to provide a more organized and streamlined workbook. The user may review the worksheets using the Excel Hide/Unhide command.

North Central Florida Regional Planning Council

Regional and Local Government Programs Staff

Scott R. Koons, AICP, Executive Director

*** Steven Dopp, Senior Planner**

Sandra Joseph, Senior Planner

Martha Orthoefer, AICP, Senior Planner

Carmelita Franco, Planning Administrative Assistant

*** Primary Responsibility**

Exhibit E

Non-Substantial Change Policy for Agriculture-Transfer Lands

NON-SUBSTANTIAL CHANGE POLICY FOR AGRICULTURE-TRANSFER LANDS

In conjunction with this AMDA, the applicant, Foley Timber and Land Company, has identified and legally described Agriculture-Transfer land areas where current approved density allocated on the Taylor County Comprehensive Plan, Future Land Use Map (FLUM) may be transferred from rural lands to land identified in this AMDA for urban and rural uses. Once transferred, the uses of these land areas shall be restricted to those allowed under the agricultural land use category in Taylor County, other than dwelling units. The purposes of identifying the land areas where density may be transferred are to ensure that their location is in reasonable proximity to proposed urban development, to help define the limits of that development, and to identify agricultural corridors that will help provide wildlife habitat value for Taylor County.

In recognition of the need for flexibility in meeting the purposes of restricting these areas, the location of the areas identified as Agriculture-Transfer are indicative and may be revised by the applicant at the time of filing an application for a future AIDA.

Revision of the Agriculture-Transfer areas may be allowed without filing a Notice of Proposed Change for Substantial Deviation determination to the AMDA pursuant to Section 380.06(19), Florida Statutes, and Rule 9J-2.025, Florida Administrative Code, provided that the change in location meets the purposes noted above in a manner equal to or greater than the Agriculture-Transfer area identified in the AMDA and provided the changed Agriculture-Transfer area, cumulatively with all other changed Agriculture-Transfer areas, does not exceed 15.0 percent of the total Agriculture-Transfer areas identified in the AMDA.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to approve proposed SHIP recipient and the Invitation to Bid for the demolition and reconstruction of one home through the SHIP program.



MEETING DATE REQUESTED:

October 19, 2010

Statement of Issue: Board to approve the demolition and reconstruction to the home of Martha and Franklin Ratliff. The Ratliff's have been qualified and their current home is eligible to receive assistance through the SHIP Program. The Bids will be accepted and opened at the November 16, 2010 Board meeting at 6:15 pm. Staff is requesting a recommendation be made at the meeting after bids are open as there is only one new SHIP project at this time and the need to move forward with the project as soon as possible.

Recommended Action: Approve Invitation to Bid and SHIP recipient.

Fiscal Impact: Not applicable. The project is 100% funded through the SHIP program.

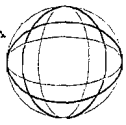
Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Martha and Franklin Ratliff have been qualified for assistance through the SHIP Program. Their existing home qualifies for a demolition and reconstruction. Bids are to be opened at 6:15pm November 16, 2010 and staff is requesting the bid be awarded at said meeting.

Attachments: Memorandum from Meridian Community Services Group and Invitation to Bid and other support documentation.



MERIDIAN

community services group, inc.

MEMORANDUM

TALLAHASSEE

P.O. Box 13408

Tallahassee, FL 32317

888/877.1908 Toll Free

850/877.1908 Tel

850/878.8785 Fax

GAINESVILLE

P.O. Box 357995

Gainesville, FL 32635-7995

866/484.1975 Toll Free

352/381.1975 Tel

352/381.8270 Fax

ST PETERSBURG

111 Second Avenue NE

Suite 510

St. Petersburg, FL 33701

866/965.9610 Toll Free

727/865.9610 Tel

727/456.6453 Fax

TO: Taylor County Board of County Commissioners

FROM: Ria Ricks, Project Assistant *RR*
Meridian Community Services Group

SUBJECT: SHIP Program
SHIP Recipient

DATE: October 19, 2010

The following homeowner has been deemed eligible to receive the assistance from the SHIP Rehabilitation/Demolition program.

Homeowner	Award Type	Award Maximum
Martha Ratliff	Demolition	\$73,000.00

PUBLIC NOTICE

INVITATION TO BID

Housing Rehabilitation or Replacement State Housing Initiatives Partnership (SHIP) Program

Taylor County Board of County Commissioners invites interested residential contractors to submit bids for the demolition and replacement of one (1) single family home outside the city limits of Perry.

SEALED Bids are to be submitted on or before November 16, 2010 at 4:00 PM to Annie Mae Murphy, Clerk of the Court (850) 838-3506. Bid envelopes are to be identified as SHIP ITB-002.

Hand Delivery: Annie Mae Murphy
Clerk of the Court
108 North Jefferson Street, Suite 102
Perry, FL. 32347

Mail Delivery: Annie Mae Murphy
Clerk of the Court
P.O. Box 620
Perry, FL. 32347-0620

A Public Opening of the Bids is scheduled for November 16, 2010 at 6:15 PM at 201 East Green Street, Perry, Florida, 32347. Bids will be opened during a regularly scheduled Board of County Commissioners meeting.

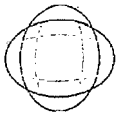
A **MANDATORY** meeting to provide contractor orientation materials and visit the scheduled project will be held on October 27, 2010 at 10:00am, located at 511 Industrial Drive, Perry, 32348. The meeting will take place in the airport terminal conference room. You must attend this meeting in order to receive the bid documents and attend the review of the project. The visit to the project will immediately follow the orientation meeting.

For contractors that have not been pre-approved, you may obtain a contractor application package by calling Meridian Community Services Group, Inc. at (888) 878-1908 (Toll Free). Please bring your completed application package to the mandatory meeting on October 27, 2010.

WBE/MBE/DBE Firms are encouraged to participate. Taylor County is an Equal Opportunity Employer.

The Taylor County Board of Commissioners reserves the right to accept or reject any and/or all bids in the best interest of Taylor County.

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
Mark Wiggins, Chairman



MERIDIAN

COMMUNITY SERVICES GROUP, INC.

October 8, 2010

Martha and Franklin Ratliff
2169 Highway 27 East
Perry, FL 32347

Re: Demolition Award

Dear Mr. and Mrs. Ratliff,

Congratulations! This letter is to certify that the Taylor County SHIP program c/o Meridian Community Services Group, Inc. has reviewed your household income and assets. According to the income and assets information provided, you have been approved to participate in the SHIP Demolition program and you are eligible to receive up to \$73,000.00 in the form of a deferred loan for the demolition and new construction of your home. Please note that this award is good for two (2) years from the date of this letter providing the availability of SHIP funds.

In addition, you will be required to execute a Mortgage with the County for twenty (20) years prior to completion of your home as a condition for receiving SHIP funds. After the work has been completed, the Mortgage with the lien agreement will be recorded in the Clerk of the Court's Office. If at any time during the twenty-year period, you fail to live in the home as your principal residence, refinance, or sell your home; you will be required to pay back to the Taylor County SHIP Program any funds remaining on the mortgage.

Again, congratulations and I look forward to working with you. If you have any questions or concerns, please feel free to contact me toll free at (888) 877-1908.

Sincerely,

Ria Ricks
Program Assistant

cc: Melody Cox, Taylor County Grant Director
file

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to review and approve Grievance Procedures for FY 2010-2011 for the Local Coordinating Board for the Transportation Disadvantaged which include specific procedures for handling Medicaid Non-Emergency Transportation grievances and/or appeals.

MEETING DATE REQUESTED:

October 19, 2010

Statement of Issue: Board to review and approve the Grievance Procedures for FY 2010-2011 for the Local Coordinating Board (LCB) for the Transportation Disadvantaged which include specific procedures for handling Medicaid grievances and/or appeals including expedited appeals.

Recommended Action: Approve LCB Grievance Procedures for FY 2010-2011

Budgeted Expense: Not Applicable.

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The terms of the Transportation Disadvantaged Planning Grant require the Local Coordinating Board for the Transportation Disadvantaged to maintain grievance procedures and update them on an annual basis. The Board had approved updated procedures for FY 2010-2011 on June 22, 2010. However, per the terms of the new grant agreement, we are now required to have specific policies for the handling of Medicaid Non-Emergency Transportation grievance and/or appeals procedures, including expedited appeals. There have been no local grievances filed with the Local Coordinating Board in the past six years.

Attachments: Grievance Procedures 2010-2011 which include Medicaid Non-Emergency Transportation grievance and/or appeals procedures. Planning Grant Agreement Page 19.

- F. Provide staff support for committees of the local coordinating board.
- G. Develop and update annually by-laws for local coordinating board approval. Approved by-laws shall be submitted to the Commission.
- H. Develop, annually update, and implement local coordinating board grievance procedures in accordance with the Commission guidelines. Procedures shall include a step within the local complaint and/or grievance procedure that advises a dissatisfied person about the Commission's Ombudsman Program. In addition, procedures shall include the local coordinating board's role in handling Medicaid Non-Emergency Transportation grievances, and/or appeals (including a process for expedited appeals). A copy of the approved procedures shall be submitted to the Commission.
- I. Provide the Commission with a current membership roster and mailing list of local coordinating board members. The membership roster shall be submitted with the first quarterly report and when there is a change in membership.
- J. Provide public notice of local coordinating board meetings and local public hearings in accordance with the *Coordinating Board and Planning Agency Operating Guidelines*. At a minimum, all local coordinating board meetings and public hearings must be advertised in the Department of State's Florida Administrative Weekly (FAW). The date the meeting was advertised in the FAW shall be included in the quarterly report.
- K. Review and comment on the Annual Operating Report for submittal to the local coordinating board, and forward comments/concerns to the Commission for the Transportation Disadvantaged.
- L. Review the transportation disadvantaged service plan, and recommend action to the local coordinating board.
- M. Report the actual expenditures of direct federal and local government transportation funds to the Commission for the Transportation Disadvantaged no later than September 15th.

II. Service Development

The planning agency shall develop the following service development items.

- A. Jointly, with the community transportation coordinator and the local coordinating board, develop the Transportation Disadvantaged Service Plan (TDSP) by preparing the planning section following Commission guidelines.
- B. Encourage integration of "transportation disadvantaged" issues into local and regional comprehensive plans. Ensure activities of the local coordinating board and community transportation coordinator are consistent with local and state comprehensive planning activities including the Florida Transportation Plan.

GRIEVANCE PROCEDURES 2010-2011
LOCAL COORDINATING BOARD
FOR THE TRANSPORTATION DISADVANTAGED
Taylor County Board of Commissioners

The Taylor County Local Coordinating Board (LCB) for the Transportation Disadvantaged appointed by the Taylor County Board of Commissioners has established formal complaint/grievance procedures for the local transportation disadvantaged program. The County is required to have formal complaint/grievance procedures as specified by the Commission for the Transportation Disadvantaged pursuant to Chapter 427, Florida Statute and Rule 41-2.012, Florida Administrative Code. The following rules and procedures shall constitute the grievance process to be used by the Coordinated Community Transportation Disadvantaged system in Taylor County.

SECTION 1. DEFINITIONS

As used in these rules and procedures the following words and terms shall have the meanings assigned therein. Additional program definitions can be found in Chapter 427, Florida Statutes and Rule 41-2, Florida Administrative Code.

1.1 Community Transportation Coordinator (CTC): means a transportation coordinator recommended by an appropriate designated official planning agency or a Metropolitan Planning Organization, if so applicable, as provided for in Section 427.015(1), Florida Statutes in an area outside the purview of a Metropolitan Planning Organization and approved by the Commission, to ensure that coordinated transportation services are provided to serve the transportation disadvantaged population in a designated service area. (The current CTC for Taylor County is Big Bend Transit, Inc.)

1.2 Designated Official Planning Agency (DOPA): means the official body or agency designated by the Commission to fulfill the functions of transportation disadvantaged planning in areas not covered by a Metropolitan Planning Organization and approved by the Commission, to ensure that coordinated transportation services are provided to serve the transportation disadvantaged population in a designated service area. (Taylor County Board of Commissioners is the DOPA for Taylor County.)

1.3 Transportation Disadvantaged (TD) (User): means "Those persons who because of physical or mental disability, income status, age, or who for other reasons are unable to transport themselves or to purchase transportation and are, therefore, dependent on others to obtain access to employment, health care, education, shopping, social activities, or other life-sustaining activities, or children who are handicapped or high risk or at-risk as defined in Section 411.202, Florida Statutes.

1.4 Agency: means an official, officer, commission, authority, council, committee, department, division, bureau, board, section, or any other unit or entity of the

state, or of a city, town, municipality, county, or other local governing body or a private nonprofit entity providing transportation services as all or part of its charter.

1.5 Transportation Operator: means one or more public, private for profit or private nonprofit entities engaged by the community transportation coordinator to provide service to transportation disadvantaged persons pursuant to a Transportation Disadvantaged Service Plan (TDSP)

1.6 Service Complaint: means incidents that may occur on a daily basis and are reported to the driver or the dispatcher or to other individuals involved with the daily operations, and are resolved within the course of a reasonable time period suitable to the complainant. Local service complaints are driven by the inability of the CTC, or transportation operations to meet local service standards established by the CTC, LCB, and the Taylor County Board of Commissioners. All service complaints should be recorded and reported by the CTC to the LCB.

1.7 Formal Grievance: A written complaint to document any concerns or an unresolved service complaint regarding the operation or administration of TD services by the CTC, DOPA, or LCB.

1.8 Administrative Hearing Process: Chapter 120, Florida Statutes.

1.9 Ombudsman Program: A toll-free telephone number established and administered by the Commission for the Transportation Disadvantaged to enable persons to access information and/or file complaints/grievances regarding transportation services provided under the coordinated effort of the Community Transportation Coordinator.

SECTION 2. OBJECTIVES

2.1 The objective of the grievance process shall be to investigate process and make recommendations, in a timely manner on formal written complaints/grievances that are not resolved between the CTC and/or individual agencies contracted by the CTC and the customer. It is not the objective of the grievance process to “adjudicate” or have “determinative” powers.

2.2 The CTC, and its service operation and other subcontractors must post the contact person’s name and telephone number in each vehicle regarding the reporting of complaints.

2.3 All documents pertaining to the grievance process will be made available, upon request, in a format accessible to persons with disabilities.

2.4 A written copy of the grievance procedure shall be available to anyone upon request.

2.5 Apart from this grievance process, aggrieved parties with proper standing may also have recourse through Chapter 120, Florida Statutes Administrative Hearing Process or the judicial court system.

SECTION 3. COMPOSITION OF GRIEVANCE COMMITTEE AND TERMS

- 3.1 The Taylor County Local Coordinating Board shall appoint at least five (5) of its voting members to the Grievance Committee.
- 3.2 Members shall be appointed by the Chairperson of the LCB.
- 3.3 The Grievance Committee shall include one representative of users/clients.
- 3.4 The Chairperson of the LCB reserves the right to make reappointments should any conflict of interest arise.
- 3.5 The Planning Grant Manager or his/her designee shall also serve on the Grievance Committee.
- 3.6 Members of the Grievance Committee shall be appointed for a two (2) year term. Term limits of the grievance committee shall coincide with term limits of the Local Coordinating Board.
- 3.7 A member of the Grievance Committee may be removed for cause and/or conflict of interest by the LCB Chairperson who appointed him/her. Vacancies on the committee shall be filled in the same manner as the original appointment. The appointment to fill a vacancy shall only be for the remainder of the unexpired term being filled.
- 3.8 The Grievance Committee shall elect a chairperson and vice chairperson. The Chair and Vice Chair shall serve for a one (1) year term but may serve consecutive terms.
- 3.9 A quorum of three (3) voting members shall be required for official action by the grievance committee. Meetings shall be held at such times as the necessitated by formally filed grievances.

SECTION 4: GRIEVANCE PROCESS

- 4.1 Grievance procedures will be those as specified by the Local Coordinating Board, developed from guidelines of the Commission for the Transportation Disadvantaged, and approved by the LCB as set forth below. The grievance procedures are for the purpose of fact-finding and not exercising adjudicative powers. It should be understood that these procedures are for the purpose of “hearing”, advising” and “making recommendations” on issues related to service delivery and administration of the transportation disadvantaged program in the Taylor County service area.
- 4.2 Apart from the grievance procedures outlined below, aggrieved parties with proper standing may also have recourse through Chapter 120, Florida Statutes Administrative Hearing Process, the judicial court system, the Commission for the Transportation Disadvantaged, or if they are a Medicaid client, they may request a Medicaid Fair Hearing.

4.3 Service Complaints. All service complaints should be recorded and reported by the Community Transportation Coordinator (CTC) to the Local Coordinating Board. The CTC should also include statistics on service complaints. Service complaints may include but not be limited to:

- a. Late trips (late pick up or drop off)
- b. No show by transportation operation
- c. No show by client/rider
- d. Client/rider behavior
- e. Driver behavior
- f. Passenger comfort/discomfort
- g. Service refusal (refusing service to rider without an explanation as to why)
- h. Unsafe driving
- i. Others as deemed appropriate by the Local Coordinating Board

4.4 Formal Grievance. The client/rider, in their formal complaint, should demonstrate or establish their concerns as clearly as possible. The formal grievance process shall be open to addressing concerns by any person or agency including but not limited to: purchasing agencies, users, and potential users, private for-profit operators, private non-profit operators, the Community Transportation Coordinator, the Designated Official Planning Agency, elected officials and drivers. Formal grievances may include but are not limited to:

- a. Recurring or unresolved service complaints
- b. Violations of specific laws governing the provisions of the TD Services (i.e., Chapter 427, F.S., Rule 41-2 FAC and accompanying documents, Sunshine Law and ADA)
- c. Denial of service
- d. Suspension of service
- e. Unresolved safety issues
- f. Contract disputes
- g. Coordination of disputes
- h. Bidding disputes
- i. Agency compliance
- j. Conflicts of interest
- k. Misuse of funds
- l. Billing and/or account procedures
- m. Others as deemed appropriate by the Local Coordinating Board

4.5 All formal grievances filed must be written and contain the following:

- a. Name and address of the client/rider
- b. A statement of the grounds for the grievance and supporting documentation, made in a clear and concise manner. This shall include efforts made by the client taken to resolve the issue.
- c. An explanation of the relief desired by the client.

If the client does not supply the above information to substantiate the grievance, no further action shall be taken.

- 4.6 Step One: The customer shall first contact the Community Transportation Coordinator (CTC) and the entity which they have a complaint. The customer may also contact the Commission for the Transportation Disadvantaged Ombudsman representative at 1-800-983-2435. The CTC will attempt to mediate and resolve the grievance.
- 4.7 Step Two: If mediation with the Coordinator is not successful, the CTC or the client may file an official complaint with the Planning Grant Manager or their designee of the Designated Official Planning Agency (DOPA) (Taylor County Board of Commissioners).
- 4.8 Step Three: The Planning Grant Manager or their designee on behalf of the DOPA will make every effort to resolve the grievance by arranging a meeting between the involved parties in an attempt to assist them in reaching an amicable resolution. The meeting shall take place within seven (7) working days of receipt of all evidence regarding the grievance. The representative of the DOPA shall prepare a report regarding the meeting outcome. The report shall be sent to the client and the Chair of the Grievance Committee with seven (7) working days of the meeting.
- 4.9 Step Four: If the representative of the DOPA is unsuccessful at resolving the grievance through the process outlined in 4.8 above, the customer may request, in writing, that their grievance be heard by the Grievance Committee. This request shall be made within seven (7) working days of receipt of the report prepared as a result of the mediation meeting under Step Three (4.8) and sent to the DOPA represented by the Local Coordinating Board (LCB) Chairman.
- 4.10 Step Five: Upon receipt of the written request for the grievance to be heard by the Grievance Committee, the LCB Chairman shall have fifteen (15) working days to contact Grievance Committee members and set up a grievance hearing date and location. The client and all parties involved shall be notified of the hearing date and location at least seven (7) working days prior to the hearing date by certified mail, return receipt requested.
- 4.11 Step Six: Upon conclusion of the hearing, the Grievance Committee must submit a written report of the hearing proceedings to the LCB Chairperson within ten (10) working days. The report must outline the grievance and the Grievance Committee's findings and recommendations. If the grievance is resolved through the hearing process in the above outlined steps, the grievance process will end. The final report will be forwarded to the members of the LCB.
- 4.12 Step Seven: If the grievance has not been resolved as outlined in the above steps, the client may request, in writing, that their grievance be heard by the full LCB. This request must be made in writing and sent to the LCB Chairman within five (5) working days of receipt of the Grievance Committee Hearing report. The client may make their request for a hearing before the LCB immediately following the Grievance Committee hearing, however

until the final report is prepared from that meeting; the time frames established for notification of meeting herein apply.

4.13 Step Eight: The DOPA/ LCB Chairman shall have fifteen (15) working days to set a meeting date. LCB members shall have at least ten (10) working days notice of such meeting. The meeting shall be advertised as so appropriate in the news media and/or other mandated publications. The Grievance Committee's report must be received by the DOPA/ LCB Chairman within seven (7) working days of the hearing. The report shall then be forwarded to the client, members of the Grievance Committee, members of the Local Coordinating Board and all other persons/agencies directly involved in the grievance process.

4.14 Step Nine: The result/recommendations of the Local Coordinating Board hearing shall be outlined in a final report to be completed within seven (7) working days of the hearing. The report shall then be forwarded to the customer, members of the Local Coordinating Board, and all other persons/agencies directly involved in the grievance process.

If the grievance has not been resolved as outlined in these grievance procedures, the client/rider may exercise their adjudicative rights, use the Administrative Hearing Process outlined in Chapter 120, Florida Statutes, or request their grievance be heard by the Commission for the Transportation Disadvantaged through the Ombudsman Program established herein and the Commissions Grievance Process outlined in Section 5.

SECTION 5: COMMISSION FOR THE TRANSPORTATION DISADVANTAGED GRIEVANCE PROCESS

5.1 If the Local Coordinating Board does not resolve the grievance, the client will be informed of his/her right to file a formal grievance with the Commission for the Transportation Disadvantaged. The client may begin this process by contacting the Commission through the established Helpline at 1-800-983-2425 or by mail to: Florida Commission for the Transportation Disadvantaged, 605 Suwannee Street MS-49, Tallahassee, FL 32399-0450 or by email at www.dot.state.fl.us/ctd. Upon request of the client, the Commission will provide the client with an accessible copy of the Commission's Grievance Procedures.

5.2 If the Commission is unable to resolve the grievance, the client will be referred to the Office Of Administrative Appeals or other legal venues appropriate to the specific nature of the Grievance.

All of the steps outlined in Section 4 and Section 5 (1) and (2) must be attempted in the listed order before a grievance will move to the next step. The client should be sure to try and have as many details as possible when filing a complaint, such as dates, times, names, vehicle numbers, etc.

There is an Ombudsman Program, provided by the Commission for the Transportation Disadvantaged, which is available to anyone who requests assistance in resolving

complaints/grievances. The Ombudsman Program may be reached through the toll free Helpline at 1-800-983-2425 or by email at www.dot.state.fl.us/ctd. By requesting assistance of the Ombudsman Program in resolving complaints, the complaint will still follow, in order, all of the established steps listed in Steps 4 and 5 above. The Ombudsman will document each complaint and upon the request of the client, file the complaint with the local Coordinator on the client's behalf, to begin the local complaint process. If the client has already filed the grievance locally, and remains unsatisfied, the Ombudsman will assist the customer with the next step in the complaint or grievance process.

The client has the right to file a formal grievance with the Office of Administrative Appeals or other venues appropriate to the specific nature of the complaint.

SECTION 6: MEDICAID GRIEVANCES/COMPLAINT PROCESS

6.1 Definitions

- a. Complaint Process- The complaint process is the Commission's and the Subcontractor Transportation Provider's (STP) procedure for addressing Medicaid Beneficiary Complaints, which are expressions of dissatisfaction about any matter other than Action(s) that are resolved at the Point of Contact rather than through filing a formal Grievance.
- b. Grievance Process- The Grievance process is the Commission's and the STP's procedure for addressing Medicaid Beneficiary Grievances, which are expressions of dissatisfaction about any matter other than an Action.
- c. Appeal Process- The Appeal process is the Commission's and the STP's procedure for addressing Medicaid Beneficiary Appeals which are requests for review of an Action.
- d. Medicaid Fair Hearing Process- The Medicaid Fair Hearing process is the administrative process which allows a Medicaid Beneficiary to request the State to reconsider an adverse decision made by the Commission or the STP.

6.2 General Requirements

As set forth herein, the following process constitutes Big Bend Transit Inc.'s, (Taylor County, Subcontractor Transportation Provider (STP)) Medicaid Grievance/Complaint Process.

1. Big Bend Transit, Inc., herein referred to as the STP, must attain written approval of the Medicaid Grievance/Complaint Process prior to implementation.
2. The STP will refer all Medicaid Beneficiaries who are dissatisfied with the STP or its actions to the STP's Grievance/Appeal Coordinator for processing and documentation in accordance with the Medicaid contract and established policies and procedures.
3. The STP shall provide reasonable assistance to Medicaid Beneficiaries in completing forms and other procedural steps, including but not limited to providing interpreter services and toll free numbers with TTY/TDD and interpreter capability.
4. The STP shall acknowledge, in writing, the receipt of a Grievance or request for an Appeal, unless the Medicaid Beneficiary requests an expedited resolution.

5. The STP shall not allow any of the decision makers on a Grievance or Appeal if they were involved in any of the previous levels of review or decision-making when deciding any of the following:
 - a. An appeal or denial that is based on lack of medical necessity; and,
 - b. A Grievance regarding the denial of an expedited resolution of an Appeal.
6. The Medicaid Beneficiary, and/or Medicaid Beneficiary's representative, shall be allowed an opportunity to examine the Medicaid Beneficiary's case file before and during the Grievance or Appeal process, including all medical records and any other documents and records held by the STP.
7. The Medicaid Beneficiary and/or the Medicaid Beneficiary's representative or the representative of a deceased Medicaid Beneficiary's estate shall be considered as parties to the Grievance/Appeal.
8. The STP shall maintain, and review a record of all Complaints, Grievances, and Appeals in accordance with the terms of the Medicaid contract in order to fulfill the requirements as set forth in this process.
9. The STP shall work with the Commission's Grievance/Appeals Coordinator to resolve all grievance related issues.
 - a. The STP shall notify the Medicaid Beneficiary, in writing, using language at, or below the fourth (4th) grade reading level, of any action taken by the STP to deny a Transportation Service request, or limit transportation services in an amount, duration, or scope that is less than requested.
 - b. The STP shall provide notice to the Medicaid Beneficiary as set forth below:
 - (1) The Action the Recipient has taken or intends to take;
 - (2) The reasons for the Action, customized for the circumstances of the Medicaid Beneficiary;
 - (3) The Medicaid Beneficiary's or the Health Care Professional's (with written permission of the Medicaid Beneficiary) right to file an Appeal;
 - (4) The procedures for filing an appeal;
 - (5) The circumstances under which expedited resolution is available and how to request it; and,
 - (6) The Medicaid Beneficiary's rights to request that transportation services continue pending the resolution of the appeal, how to request the continuation of transportation services, and the circumstances under which the Medicaid Beneficiary may be required to pay the costs of these services.
 - c. The STP must provide the notice of action within the following time frames:
 - (1) At least ten (10) calendar days before the date of the action or fifteen (15) calendar days if the notice is sent by surface mail. Five (5) calendar days if the recipient suspects fraud on the part of the Medicaid Beneficiary).

- (2) For denial of the trip request, at the time of any action affecting the trip request.
 - (3) For standard service authorization decisions that deny or limit transportation services, as quickly as the Medicaid Beneficiary's health condition requires, but no later than fourteen (14) calendar days following receipt of the request for service.
- d. If the STP extends the time frame for notification, it must:
 - (1) Give the Medicaid Beneficiary written notice of the reason for the extension and inform the Medicaid Beneficiary of the right to file a grievance if the Medicaid Beneficiary disagrees with the recipients decision to extend the time frame; and,
 - (2) Carry out it's determination as quickly as the Medicaid Beneficiary's health condition requires, but in no case later than the date upon which the fourteen (14) calendar day extension period expires.
- e. If the STP fails to reach a decision within the time frame described above, the Medicaid Beneficiary can consider such failure on the part of the STP a denial therefore, an action adverse to the Medicaid Beneficiary.
- f. For expedited Service Authorization decisions, within three (3) business days (with the possibility of a fourteen (14) calendar day extension).

6.3 The Complaint Process

- 1. A Medicaid Beneficiary may file a Complaint, or a representative of the Medicaid Beneficiary, acting on behalf of the Medicaid Beneficiary and with the Medicaid Beneficiary's written consent, may file a complaint.
- 2. General Duties
 - a. The STP must:
 - (1) Resolve each complaint within fifteen (15) business days from the day the STP received the initial complaint, be it oral or in writing.
 - (a) The STP may extend the complaint resolution time frame by up to ten (10) business days if the Medicaid Beneficiary request an extension, or the Recipient/Subcontractor documents that there is a need for additional information and that the delay is in the Medicaid Beneficiary's best interest.
 - (b) If the STP requests the extension, the Recipient/Subcontractor must give the Medicaid Beneficiary written notice for the delay.

- (2) Notify the Medicaid Beneficiary, in writing within five (5) business days of the resolution of the complaint if the Medicaid Beneficiary is not satisfied with the STP's resolution. The notice of disposition shall include the results and date of the resolution of the complaint, and shall include:
 - (a) A notice of the right to request a grievance or appeal, whichever is the most appropriate to the nature of the objection; and,
 - (b) Information necessary to allow the Medicaid Beneficiary to request a Medicaid Fair Hearing, if appropriate; including the contact information necessary to pursue a Medicaid Fair Hearing (see Medicaid Fair Hearing System Section).
- (3) The STP shall provide the Commission with a report detailing the total number of complaints received, pursuant to reporting requirements of the contract with the Commission.
- (4) The STP nor any other transportation providers shall take any punitive action against a physician or other health care provider who files a complaint on behalf of a Medicaid Beneficiary, or supports a Medicaid Beneficiary's complaint.

b. Filing Requirements

- (1) The Medicaid Beneficiary or a representative of the Medicaid Beneficiary, acting on behalf of the Medicaid Beneficiary and with the Medicaid Beneficiary's written consent, must file a complaint within fifteen (15) calendar days after the date of occurrence that initiated the complaint.
- (2) The Medicaid Beneficiary or his/her representative may file a complaint either orally or in writing. The Medicaid Beneficiary or his/her representative may follow up an oral request with a written request; however the timeframe for resolution begins the date the STP receives an oral request.

C. The Grievance Process

1. The Medicaid Beneficiary may file a grievance, or a representative of the Medicaid Beneficiary, acting on behalf of the Medicaid Beneficiary and with the Medicaid Beneficiary's written consent, may file a grievance.

2. General Duties

a. The STP must:

- (1) Resolve each grievance within ninety (90) calendar days from the day the STP received the initial grievance request, be it oral or in writing;

(2) Notify the Medicaid Beneficiary, in writing, within thirty (3) calendar days of the resolution of the grievance. The notice of disposition shall include the results and date of the resolution or the grievance, and for decisions not wholly in the Medicaid beneficiary's favor, the notice of disposition shall include:

- (a) Notice of the right to request a Medicaid Fair Hearing, if applicable; and,
- (b) Information necessary to allow the Medicaid Beneficiary to request a Medicaid Fair Hearing, including the contact information necessary to pursue a Medicaid Fair Hearing (see Medicaid Fair Hearing System Section below):

(3) Provide the Commission with a copy of the written notice of disposition upon request;

(4) The STP nor any other transportation provider shall take punitive action against a physician or other health care provider who files a grievance on behalf of a Medicaid Beneficiary, or supports a Medicaid Beneficiary's grievance; and,

(5) Provide the Commission with a report detailing the total number of Grievances received, pursuant to the Reporting Requirements Section of these procedures.

b. The STP may extend the Grievance resolution time frame by up to fourteen (14) calendar days if the Medicaid Beneficiary requests an extension, or the STP documents that there is a need for additional information and that the delay is in the Medicaid Beneficiary's best interest.

1. If the STP requests the extension, the STP must give the Medicaid Beneficiary written notice of the reason for the delay.

c. Filing Requirements

- (1) The Medicaid Beneficiary or provider must file a grievance within one (1) year after the date of occurrence that initiated the grievance.
- (2) The Medicaid Beneficiary or provider may file a grievance either orally or in writing. The Medicaid Beneficiary may follow up an oral request with a written request, however, the time frame for resolution begins the date the STP receives the oral request.

D. The Appeal Process

1. A Medicaid Beneficiary may file an appeal, or a representative of the Medicaid Beneficiary acting on behalf of the Medicaid Beneficiary and with the Medicaid Beneficiary's written consent, may file an appeal.

2. General Duties

a. The STP shall:

- (1) Confirm in writing all oral inquiries seeking an appeal, unless the Medicaid Beneficiary or provider request an expedited resolution;
- (2) If the resolution is in favor of the Medicaid Beneficiary, provide the services as quickly as the Medicaid Beneficiary's health condition requires;
- (3) Provide the Medicaid Beneficiary or provider with a reasonable opportunity to present evidence and allegations of fact or law, in person and/or in writing;
- (4) Allow the Medicaid Beneficiary, and/or the Medicaid Beneficiary's representative, an opportunity, before and during the appeal process, to examine the Medicaid Beneficiary's case file, including all documents and records;
- (5) Consider the Medicaid Beneficiary, the Medicaid Beneficiary's representative or the representative of a deceased Medicaid Beneficiary's estate as parties to the appeal;
- (6) Continue the Medicaid Beneficiary's transportation services if:
 - (a) The Medicaid Beneficiary files the appeal in a timely manner, meaning on or before the later of the following:
 - (i) Within ten (10) business days of the date on the notice of action (add five (5) business days if the notice is sent via surface mail; or,
 - (ii) The intended effective date of the STP's proposed action.
 - (b) The appeal involves the termination, suspension, or reduction of a previously authorized transportation service;
 - (c) The transportation was for a Medicaid compensable service ordered;
 - (d) The authorization period has not expired; and/or
 - (e) The Medicaid Beneficiary requests extension of transportation services
- (7) Provide written notice of the resolution of the appeal, including the results and date of the resolution within two (2) business days after the resolution. For decision not wholly in the Medicaid Beneficiary's favor, the notice of resolution shall include:
 - (a) Notice of the right to request a Medicaid Fair Hearing;

- (b) Information about how to request a Medicaid Fair Hearing, including the DCF address necessary for pursuing a Medicaid Fair Hearing, as set forth in the Medicaid Fair Hearing Section, below;
 - (c) Notice of the right to continue to receive transportation services pending a Medicaid Fair Hearing;
 - (d) Information about how to request the continuation of transportation services; and
 - (e) Notice that if the STP's action is upheld in a Medicaid Fair Hearing, the Medicaid Beneficiary may be liable for the cost of any continued transportation services
- (8) Provide the Commission with a copy of the written notice of disposition upon request;
- (9) The STP nor any other transportation providers shall take any punitive action against a physician or other health care provider who files an appeal on behalf of a Medicaid Beneficiary or supports a Medicaid Beneficiary's appeal; and,
- (10) Provide the Commission with a report detailing the total number of appeals received, pursuant to reporting requirements of this process.
- b. If the STP continues or reinstates the Medicaid Beneficiary's transportation services while the appeal is pending, the STP must continue providing the transportation services until one (1) of the following occurs:
 - (1) The Medicaid Beneficiary withdraws the appeal;
 - (2) Ten (10) business days pass from the date of the STP's notice of resolution of the appeal if the resolution is adverse to the Medicaid Beneficiary and if the Medicaid Beneficiary has not requested a Medicaid Fair Hearing with continuation of transportation services until a Medicaid Fair Hearing decision is reached;
 - (3) The Medicaid Fair Hearing panel's decision is adverse to the Medicaid Beneficiary; or,
 - (4) The authorization to provide services expires, or the Medicaid Beneficiary meets the authorized service limits.
- c. If the final resolution of the appeal is adverse to the Medicaid Beneficiary, the STP may recover the cost of the services furnished from the Medicaid Beneficiary while the appeal was pending, to the extent that the STP furnished the services solely because of the requirements of the section.

- d. If the STP did not furnish services while the appeal was pending and the appeal panel reverses the STP's decision to deny, limit or delay services, the STP must pay for disputed services in accordance with State policy and regulations.
- e. If the STP furnished services while the appeal was pending and the appeal panel reverses the STP's decision to deny, limit or delay services, the STP must pay for disputed services in accordance with State policy and regulations.

3. Filing Requirements

- a. The Medicaid Beneficiary or his/her representative must file an appeal within thirty (30) calendar days of receipt of the notice of the STP's action.
- b. The Medicaid Beneficiary may file an appeal either orally or in writing. If the filing is oral, the Medicaid Beneficiary must also file a written, signed appeal within thirty (30) calendar days of the oral filing. The STP shall notify the requesting party that it must file the written request within ten (10) business days after receipt of the oral request. For oral filings, time frames for resolution of the appeal begin on the date the STP receives the oral filing.
- c. The STP shall resolve each appeal within State-established time frames not to exceed forty-five (45) calendar days from the day the STP received the initial appeal request, whether oral or in writing.
- d. If the resolution is in favor of the Medicaid Beneficiary, the STP shall provide the services as quickly as the Medicaid Beneficiary's health condition requires.
- e. The STP may extend the resolution time frames by up to fourteen (14) calendar days if the Medicaid Beneficiary requests an extension, or the STP documents that there is a need for additional information and that the delay is in the Medicaid Beneficiary's best interest.
 - (1) If the STP requests the extension, the STP must give the Medicaid Beneficiary written notice of reason for the delay.
 - (2) The STP must provide written notice of the extension to the Medicaid Beneficiary within five (5) business days of determining the need for an extension.

4. Expedited Process

- a. The STP shall establish and maintain an expedited review process for appeals when the STP determines, the Medicaid Beneficiary requests or the provider indicates (in making the request on the Medicaid Beneficiary's behalf or supporting the Medicaid Beneficiary's request) that taking the time for a standard resolution could seriously

jeopardize the Medicaid Beneficiary's life, health or ability to attain, maintain or regain maximum function.

- b. The Medicaid Beneficiary may file an expedited appeal either orally or in writing. No additional written follow-up in the part if the Medicaid Beneficiary is required for an oral request for and expedited appeal.
- c. The STP must:
 - (1) Inform the Medicaid Beneficiary of the limited time available for the Medicaid Beneficiary to present evidence and allegation of act or law, in person and in writing;
 - (2) Resolve each expedited appeal and provide notice to the Medicaid Beneficiary, as quickly as the Medicaid Beneficiary's health condition requires, within State established time frames not to exceed seventy-two (72) hours after the Recipient/Subcontractor receives the appeal request, whether the appeal was made orally or in writing;
 - (3) Provide written notice of the resolution in accordance with the appeal process section, of the expedited appeal to the Medicaid Beneficiary;
 - (4) Make reasonable efforts to provide oral notice of disposition to the Medicaid Beneficiary immediately after the appeal panel renders a decision; and,
 - (5) The STP nor any transportation provider shall take any punitive action against a physician or other health care provider who request and expedited resolution on the Medicaid Beneficiary's behalf or supports a Medicaid Beneficiary's request for expedited resolution of an appeal.
 - a. If the STP denies a request for an expedited resolution of appeal, the STP must:
 - (1) Transfer the appeal to the standard time frame of no longer than forty-five (45) calendar days from the day the recipient/subcontractor received the request for appeal (with a possible fourteen (14) day extension);
 - (2) Make all reasonable efforts to provide immediate oral notification of the recipients/subcontractor's denial for expedited resolution of the appeal;
 - (3) Provide written notice of the denial of the expedited appeal within two (2) days; and,

- (4) Fulfill all requirements set forth in the appeal process section above.

E. Medicaid Fair Hearing Process

- (1) As set forth in Rule 65-2.042, FAC, the Recipient's/Subcontractor's grievance procedure and appeal and grievance process shall state that the Medicaid Beneficiary has the right to request a Medicaid Fair Hearing, in addition to, and at the same time as, pursuing resolution through the Recipient's/Subcontractor's grievance and appeal process.
 - a. A physician or other healthcare provider must have a Medicaid Beneficiary's written consent before requesting a Medicaid Fair Hearing on behalf of a Medicaid Beneficiary.
 - b. The parties to a Medicaid Fair Hearing include the STP, as well as the Medicaid, his/her representative or the representative of a deceased Medicaid Beneficiary's estate.

(2) Filing Requirements

- a. The Medicaid Beneficiary may request a Medicaid Fair hearing within ninety (90) days of the date of the notice of the STP's resolution of the Medicaid Beneficiary's grievance/appeal by contacting DCF at:

The Office of Appeal Hearings
1317 Winewood Boulevard, Building 5, Room 203
Tallahassee, Florida 32399-0700

(3) General Duties

- a. The STP must:
 - 1) Continue the Medicaid beneficiary's transportation services the Medicaid Fair Hearing is pending if;
 - a. The Medicaid Beneficiary filed for the Medicaid Fair Hearing in a timely manner, meaning on or before the later of the following;
 - (i) Within ten (10) business days of the date on the notice of action (add five (5) business days if the notice is sent via surface mail);

- (ii) The intended effective date of the STP's proposed action.
 - b. The Medicaid Fair Hearing involves the termination, suspension, or reduction of a previously authorized course of treatment;
 - c. The authorization period has not expired; and/or,
 - d. The Medicaid Beneficiary requests extension of transportation services.
- 2) The STP nor any Transportation Provider shall take any punitive action against a physician, Transportation Provider, or other health care provider who requests a Medicaid Fair Hearing on a Medicaid Beneficiary's request for a Medicaid Fair Hearing.
- a. If the STP continues or reinstates Medicaid Beneficiary Transportation Services while the Medicaid Fair Hearing is pending, the STP must continue said Transportation Services until one (1) of the following occurs:
 - (1) The Medicaid Beneficiary withdraws the request for a Medicaid Fair Hearing;
 - (2) Ten (10) business Days pass from the date of the STP's notice of resolution of the Appeal if the resolution is adverse to the Medicaid Beneficiary and the Medicaid Beneficiary has not requested a Medicaid Fair Hearing with continuation of Transportation Services until a Medicaid Fair Hearing decision is reached (add five (5) business days if the Recipient/Subcontractor sends the notice of Action by surface Mail);
 - (3) The Medicaid Fair Hearing officer renders a decision that is adverse to the Medicaid Beneficiary ; and/or,
 - (4) The Medicaid Beneficiary's authorization expires or the Medicaid Beneficiary reaches his/her authorized service limits.

- (5) If the final resolution of the Medicaid Fair Hearing is adverse to the Medicaid Beneficiary, the STP may recover the costs of the services furnished while the Medicaid Fair Hearing was pending, to the extent that the STP furnished said services solely because of the requirements of this Section.
- (6) If the STP did not furnish services while the Medicaid Fair Hearing was pending, and the Medicaid Fair Hearing resolution reverses the STP's decision to deny, limit or delay services, the STP must pay for the disputed services in accordance with State policy and regulations.

Chart

Type	Time Frame to File	Provide Transportation Services During Review	Time Frame to Resolve	Extension Time Frame	Time Frame to Send Notification of Resolution	Next Step (if any)
Complaint	Ninety (90) days from the date of the incident that precipitated the complaint.	Yes	Fifteen (15) business days.	Ten (10) business days.	Five (5) business days from the date of the complaint.	File a grievance.
Grievance	Ninety (90) calendar days from the date of the action that precipitated.	Yes	Ninety (90) calendar days.	Fourteen (14) calendar Days.	Thirty (30) calendar days from the date of the resolution of the grievance.	Medicaid Fair Hearing.

LIST OF NAMES AND ADDRESSES OF PERSONS/ENTITIES REFERENCED IN
GRIEVANCE PROCEDURES

Big Bend Transit, Inc.
P.O. Box 1721
Tallahassee, Florida 32302
Contact: Ted Waters General Manager
Phone: 850-574-6266

Taylor County Board of Commissioners
201 East Green St.
Perry, Florida 32347
Contact: Jack Brown County Administrator
Phone: 850-838-3500 ext. 107

Service Area Local Coordinating Board Chairperson:
Commissioner Patricia Patterson
Taylor County Board of Commissioners
201 East Green St.
Perry, Florida 32347
Phone: 850-838-3500 ext 107

Taylor County Planning Grant Manager
201 East Green St.
Perry, Florida 32347
Contact: Melody Cox
Phone: 850-838-3553

CERTIFICATION

The undersigned hereby certifies that she is the Chairperson of the Transportation Disadvantaged Local Coordinating Board and that the foregoing is a full, true and correct copy of the Grievance/Complaint Rules and Procedures of this Board as reviewed and adopted on the 21st day of October, 2010.

Patricia Patterson, Chairman of LCB
Taylor County Board of Commissioners

17

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to consider appointing the SHIP Local Housing Assistance Board to also serve as the Housing Citizens Advisory Task Force Board.

MEETING DATE REQUESTED:

October 19, 2010

Statement of Issue: The county is required to have a Housing Citizen's Advisory Task Force for the upcoming Community Development Block (CDBG) grant submission. Grants staff is requesting the SHIP Local Housing Assistance Board also serve as the Housing Citizens Advisory Task Force at this time.

Recommended Action: Approval of the SHIP Local Housing Assistance Board also serving as the Housing Citizens Advisory Task Force.

Fiscal Impact: Not applicable. However, this is required for the CDBG grant submission process.

Budgeted Expense: Y/N

Submitted By:

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: June 17, 2008, the Board appointed a SHIP Local Housing Advisory Committee by resolution as required of the SHIP Program. Grants staff is requesting this committee also serve as the Housing Citizens Advisory Task Force (CATF) Board at this time. The CATF is a requirement for the upcoming CDBG grant submission. Several terms of members of the SHIP Local Housing Advisory Committee are due to expire in January 2011 and we will advertise for Board member appointments and/or reappointments at that time. The Board may also wish to decide if the CATF should be a separate committee at that time.

Attachments: Not applicable

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Update on impact of FCC mandated narrowband requirements on county owned radio system.

MEETING DATE REQUESTED:

10/19/2010

Statement of Issue: Requirement by FCC for narrowbanding of county owned VHF frequencies.

Recommended Action:

Fiscal Impact:

Budgeted Expense: Y/N

Submitted By: Bobby Lewis, Director Technology & Information Systems

Contact: Bobby Lewis

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments: Power Point Slide

County VHF Radio System

Proposed Narrowband Solution

Issues

- FCC Narrowband deadline of January 1st 2013 requires all VHF radio frequencies operating within 150-174 MHz to be narrowbanded to 12.5KHz
- Department of Technology & Information Systems (TIS) has identified three radio frequencies which will require narrowbanding.
 - Fire\Rescue Department
 - Non-Public Safety Departments
 - VHF Paging for Volunteer Fire Departments

Issues

- Fire\Rescue:
 - Needs viable signal coverage area for fire fighters on site.
 - Will need to be able to page volunteer fire fighters for a given district.
- Non-Public Safety:
 - Building & Planning, Engineering, Public Works, Solid Waste. They all use the current VHF network for communications.

Issues

- Current VHF network uses analog technology. When narrowbanded analog signals will lose strength and therefore coverage area.
- VHF paging for volunteer fire fighters requires analog technology.
- Due to costs SLERS is not a viable option for non-law enforcement, county departments.

Solution

- Upgrade existing VHF network to digital VHF P25 compliant system.
- Utilize existing analog repeaters which are narrowband capable to provide VHF paging for volunteer fire fighters.
- Dispatch will be able to facilitate communication between SLERS and VHF when necessary.

Solution

- In case of large event, SLERS radios can be requested from the State to enable needed interoperability between county and law enforcement (both state and local).

TAYLOR COUNTY BOARD OF COMMISSIONERS		
County Commission Agenda Item		
SUBJECT/TITLE:	Radio Equipment Request for Public Safety	
MEETING DATE REQUESTED:	October 19, 2010	

Statement of Issue: In order to comply with an FCC mandate to narrowband frequencies for public safety radios, the CSB will request permission to purchase radio equipment.

Recommended Action: Agree for the purchase of radio equipment to go on State Law Enforcement Radio System.

Fiscal Impact:

Submitted By: Rena' Courtney on behalf of Communication Surcharge Board
Contact: 850.584.2429

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

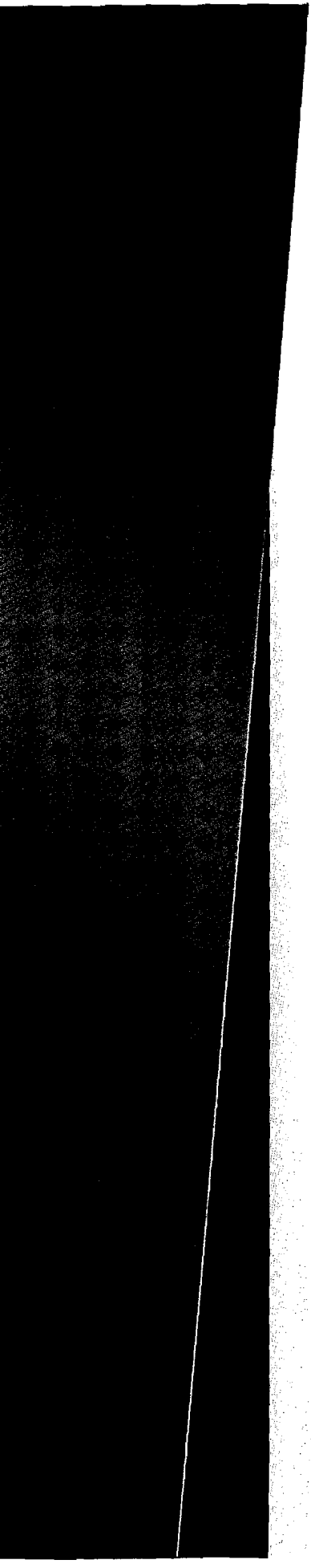
History, Facts & Issues: Due to the FCC mandate, members of the Communications Surcharge Board have been looking at ways to meet this requirement and obtain countywide radio coverage for public safety entities.

Options: Narrowband VHF and build infrastructure or go to State Law Enforcement Radio System.

Attachments: Pricing for 800 mHz radio equipment as requested by CSB.

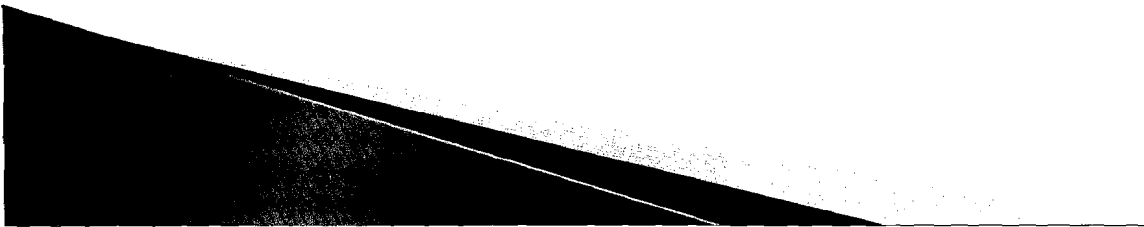
Taylor County

**Public Safety Radio Communication
Equipment Request
2010**



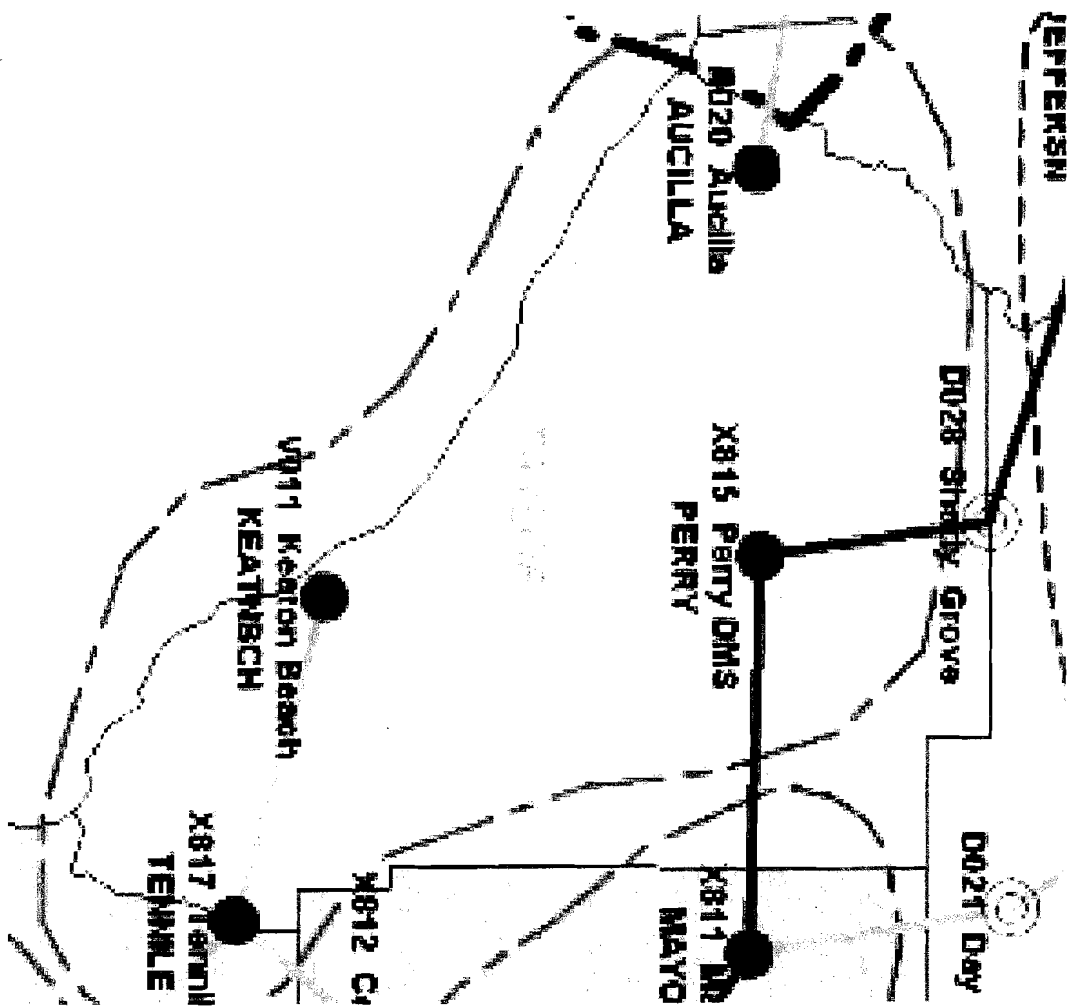
Objective:

- ▶ Comply with FCC mandate to narrowband radio frequencies by January 1, 2013.
- ▶ Increase radio coverage for emergency response agencies within Taylor County.



Options:

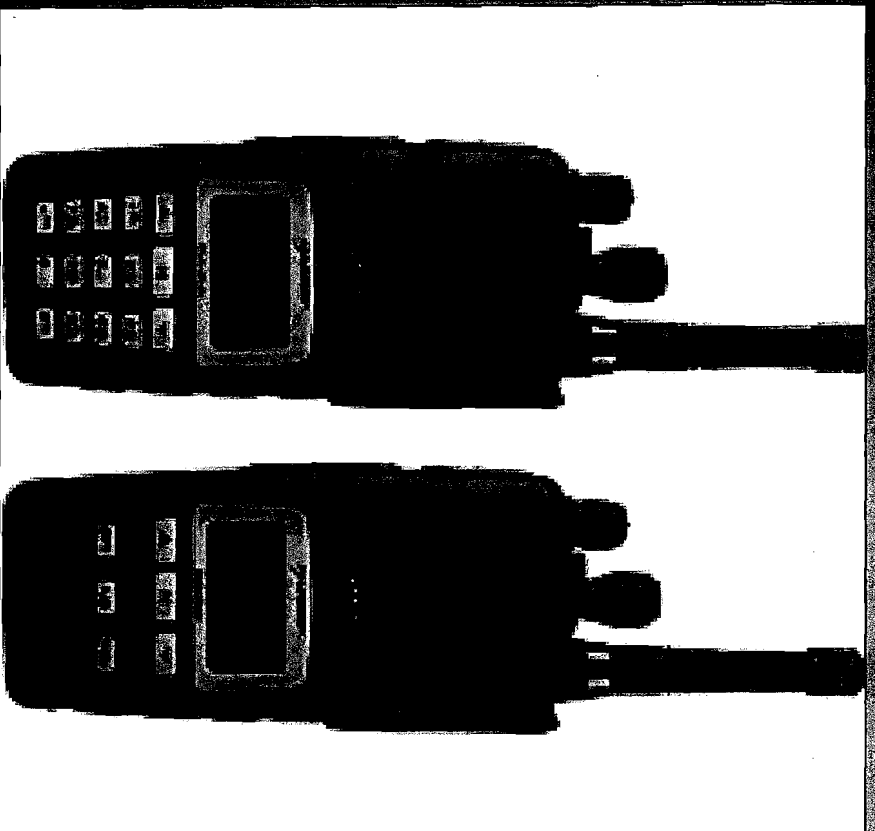
- ▶ Narrowband current equipment and build infrastructure to meet objective of better radio coverage.
 - We would own system.
 - Build more towers for better coverage.
 - Maintenance would have to be kept on system and county would be responsible for down time during disaster.
- ▶ Go on State Law Enforcement Radio System.
Infrastructure in place for Taylor County with 4 Radio Towers within the County plus other towers in the surrounding area.
 - Recurring cost \$14 per user/per month.
 - We would not own system.
 - During times of disaster the state would be responsible for bringing towers online.



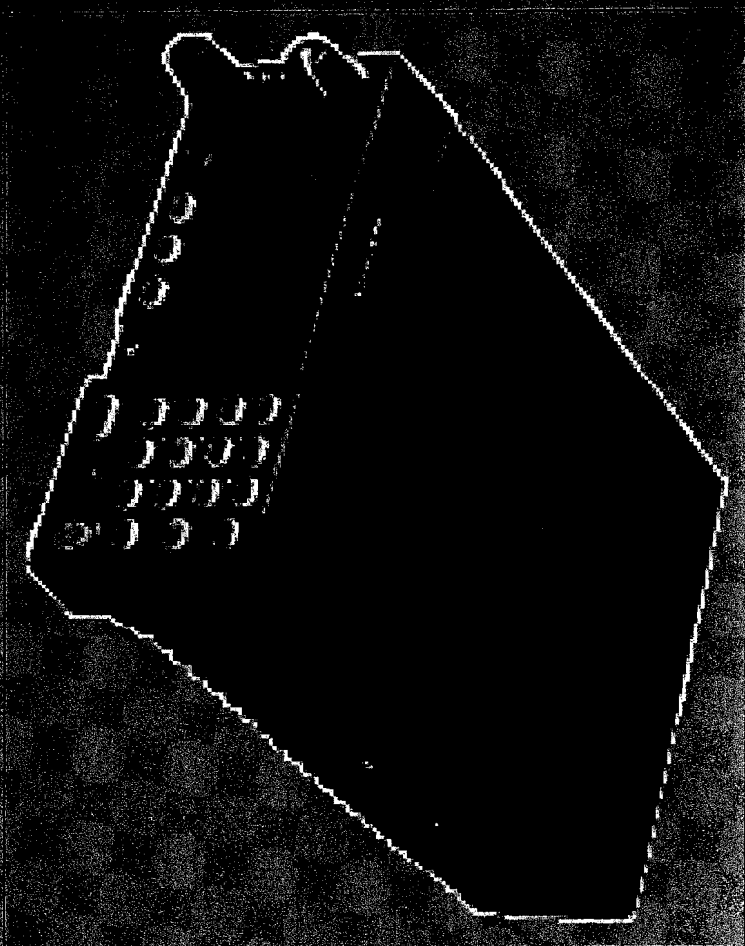
Communication Surcharge Board:

- Sheriff
 - Police Chief
 - County Fire Chief
 - City Fire Chief
 - EMS Director
-
- The CSB voted the SLERS system should be implemented .





Encryption
Over-the-Air-Programming/Provisioning (OTAP)
Over-the-Air-Rekeying (OTAR)
Registration/Authentication
Radio Textlink
Intrinsically Safe (optional)
ProScan™ and Priority System Scan (Roaming)



The Harris M5300 multi-mode mobile radio delivers end-to-end encrypted digital voice and data communications.

Funding:

Funding

Total Cost of Equipment		\$694,540
JAG Grant - can be used for Law only	\$361,000	\$333,540
Available Surcharge Funding	\$75,938	\$257,602
Available Insurance Monies	\$22,213	\$235,389
DMH Portion for EMS	\$57,449	\$177,940
City Portion	\$73,594	\$104,346
TCSO Funding - Jail Sinking Fund	\$54,750	\$49,596
County Fire	\$33,777	\$15,819
Emergency Management/FEMA	\$15,819	\$0

Recurring Cost:

RECURRING COST		Units	Monthly	Yearly	CSB %	Remainder
			\$14			
Perry PD		44.5	623	7,476	7285	191
City Fire		5.5	77	924	940	-16
TCSO		74.5	1,043	12,516	12220	296
County Fire		6.5	91	1,092	705	387
EM		3	42	504		
EMS		16	224	2,688	2350	338
Totals		150	2,100	25,200	23500	1,196

Radio Count/Cost:

Radio Expense		Mobiles		Handhelds		Chargers	Misc	Total
Low		\$4,360		\$3,505		\$175		

Perry PD	20	\$87,200	23	\$80,615	6	\$1,050		\$168,865
TCSO	34	\$148,240	39	\$136,695	12	\$2,100		\$287,035
Dispatch Console Upgrade							\$34,715	\$34,715
Control Stations (3 @ \$8500)							\$25,500	\$25,500
Project Management PPD							\$14,818	\$14,818
Project Management TCSO							\$24,808	\$24,808
Total		\$235,440		\$217,310		\$3,150	\$99,841	\$555,741

Other Agencies

<i>Other Agencies</i>		Mobiles		Handhelds		Chargers	Misc	Total
		\$3,905		\$2,985		\$175		

Radios City Fire			5	\$14,925	5	\$875		\$15,800
Control Station 1/2							\$4,250	\$4,250
Project Management							\$1,832	\$1,832
Total								\$21,882

Radios EMS	7	\$27,335	8	\$23,880				\$51,215
Control Station 1							\$8,500	\$8,500
Project Management							\$5,328	\$5,328
Total	7		8					\$65,043

Other Agencies		Mobiles		Handhelds		Chargers	Misc	Total
		\$3,905		\$2,985		\$175		

Radios County Fire			4	\$11,940	4	\$700		\$12,640
Control Station 2 1/2 co fire/jena/dispatch							\$21,250	\$21,250
Project Management							\$2,165	\$2,165
Total								\$36,055

Radios EM			2	\$5,970	2	\$350		\$6,320
Control Station 1							\$8,500	\$8,500
Project Management							\$999	\$999
Total								\$15,819

Grand Total For Radios

\$694,540

Available Funding - Law	
Jag Grant	\$361,000
CSBCurrentFundingPPD31%	\$23,541
CSBCurrentFundingTCSO52%	\$39,488
Insurance Funds for Dispathe	\$22,213
Total Available FundsforLaw	\$446,242
Total FundsNeeded for Law	\$109,499
Split between City/County	\$54,750

Available CSBFunding- EMS	\$7,594
Total FundsNeeded for EMS	\$57,449

Available CSBFunding- CoFire	\$2,278
Total FundsNeeded for CoFire	\$33,777

Available CSBFunding- CityFire	\$3,088
Total FundsNeeded for City Fire	\$18,844

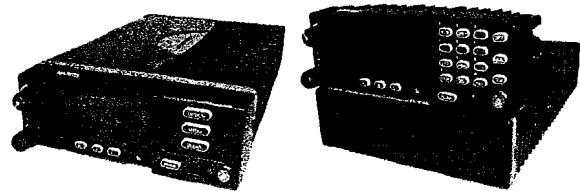
Break Down City/County		
Funds Needed	City	County
PPD	\$54,750	
TCSO		\$54,750
City Fire	\$18,844	
County Fire		\$33,777
EMS		\$57,449
Emergency Management		\$15,819
Total	\$73,594	\$161,795

Things to Consider:

- ▶ Jag Grant is reimbursement Grant
 - Deadline for Jag Grant 12/31/2010. Letter has been sent requesting cost be paid upfront. Otherwise, BOCC will be reimbursed after initial cost.
 - Grant Guidelines specify equipment must be P25 compliant.
 - P25 software is free until October 31, 2010.
 - P25 software cost after October 31, 2010 is approximately \$60,000.00
 - Third Party Application is a non-binding request that was sent in last week due to timing of next technical meeting. The next meeting would be after JAG grant deadline.

The M5300 mobile is a digital two-way radio that provides

- Multi-Mode operation
- Over-the-Air programming
- Optional GPS capability



Designed to meet the critical demands of utility and public service users, the M5300 mobile provides the latest in digital radio technology for the 800 and 900 MHz frequency bands.

Multiple Operating Modes

The M5300 mobile supports multiple operating modes, including OpenSky® digital operation, Enhanced Digital Access Communications System (EDACS®) trunked mode, P25 digital trunked mode (800 MHz), P25 digital conventional mode (800 MHz), and conventional analog mode.

GPS Capability

The optional Global Positioning System (GPS) receiver module can provide standard GPS formatted data over the air for vehicle tracking systems.

Secure Communications

The optional Advanced Encryption Standard (AES) is available for maximum communications security.

Over-the-Air Programming

OpenSky radios benefit from a flexible, software-based digital radio design. Features and user profiles are software-defined and can be reprogrammed over the air. The optional over-the-air programming feature allows communications protocols to be changed easily and added at any time.

CH-721 and HHC-731 Control Units

The M5300 radio uses the CH-721 Control Unit which provides additional features while maintaining a user interface similar to the popular Orion™ Control Unit. A key improvement is the display that provides 3 lines of 12 characters. The alphanumeric display with large buttons, volume knob, and channel knob provides a user-friendly interface.

The HHC-731 is a rugged hand held controller providing an interface similar to the CH-721 in a compact, easy-to-use

design. This compact design makes the HHC-731 ideal for special applications such as covert operations. The HHC-731 was also designed for special applications such as motorcycle, marine, and ATV mountings where space is at a premium.

About OpenSky

OpenSky is a secure integrated digital voice and data communication system. OpenSky leverages the power of Internet Protocol (IP) and packet technology for reliability and scalability to bring open data applications to the user. OpenSky uses a 19.2-kbps (800 MHz) or 9.6-kbps (900 MHz) physical bit rate 4-slot Time Division Multiple Access (TDMA) airlink to achieve 6.25-kHz voice channel spectral efficiency and dynamic bandwidth allocation.

General Specifications

Dimensions (H x W x D):

Radio Only (30W):

2.0 x 6.9 x 9.2 in.
(50 x 175 x 233 mm)

RU and CU (Includes Knobs):

2.4 x 6.9 x 12.3 in.
(60 x 175 x 311 mm)

CU (Remote):

2.4 x 7.0 x 4.0 in.
(60 x 175 x 100 mm)

System Voltage:

10.8 to 16.6* VDC Negative
Ground

*Not to exceed 14.3V above
+50°C for motorcycle applications.

Ambient Temperature Range:

-22 to +140°F

(-30 to +60°C)

Relative Humidity:

90% @ 122°F (50°C)

Altitude:

15,000 ft (4572 m)

Duty Cycle:

TIA/EIA-603

Programming:

Field PC Programmable
Over-the-Air Programmable
(OpenSky)

Microphone:

Weatherproof microphone with
hookswitch

Mounting:

Front or Remote Mount available

Construction:

Control Unit: High Impact Plastic
Transceiver: Cast Metal

Speaker:

External, 15W

Operation:

12 VDC Negative Ground

Signaling:

OpenSky TDMA
EDACS Digital Control
P25 Trunking (800 MHz)
P25 Conventional (800 MHz)
Conventional
Type 99
Channel Guard (CTCSS)
Digital Channel Guard
G-STAR™ Emergency/ID Encode
Two-Tone Individual Call Decode

Options and Accessories

Remote mount kit, system and scan
control units, mobile mic, DTMF mic,
noise canceling mic, desk mic, and
motorcycle kit.

Transmitter

	800	900
Frequency Range (MHz):	806-825, 851-870	896-902, 935-941
Rated Power Output EDACS and P25 (800 MHz) (W):	35	30
Rated Power Output OpenSky (W):	30	30
RF Output Impedance (ohm):	50	50
Frequency Stability (ppm):	±1.5	±1.5
Modulation/Deviation (kHz):	±5 (±4 NPSPAC)	±2.5
FM Hum and Noise (dBc):	-45 @ 25 kHz	-45 @ 25 kHz
Audio Response:	+1/-3.0 dB from 6 dB/octave pre-emphasis; 300-2500 Hz	+1/-3.0 dB from 6 dB/octave pre-emphasis; 300-2500 Hz
Audio Distortion (typical):	2.5% @ 1000 Hz	2.5% @ 1000 Hz
Conducted Spurious and Harmonics (dBc):	-65	-70

Receiver

	800	900
Frequency Range (MHz):	851-870	935-944
RF Input Impedance (ohm):	50	50
Channel Spacing (kHz):	12.5, 25	12.5
Frequency Stability (ppm):	±1.5	±1.5
Sensitivity		
· @ EIA 12 dB SINAD (EIA):	0.25 µV/-119 dBm	0.25 µV/-116 dBm
· @ 5% BER (EIA):	0.35 µV/-116 dBm	0.35 µV/-115 dBm
Selectivity (dB)		
· @ 12.5 kHz:	-60	-70 analog
· @ 25 kHz:	-80	NA
Intermodulation @ 25 kHz (dB):	-77	-70
Spurious Rejection (except 2 nd image) (dBc):	-90	-90
FM Hum and Noise (dB):	47	-40
Audio Output (W):	15	15

Note: Numbers are per TIA-EIA-603 Methods.

Environmental Specifications

Standard	Parameter	Methods & Procedures
MIL-STD-810F	Low Pressure	500.4, Proc. I, II
	High Temperature	501.4, Proc. I, II
	Low Temperature	502.4, Proc. I, II
	Temperature Shock	503.4, Proc. I
	Solar Radiation	505.4, Proc. II
	Blowing Rain	506.4, Proc. I
	Humidity	507.4
	Salt Fog	509.4, Proc. I
	Blowing Dust	510.4, Proc. I
	Min Integrity Vibration	514.5, Proc. I, Category 24
	Functional/Basic Shock	516.5, Proc. I
	Transit Drop	516.5, Proc. IV
TIA/EIA-603	Vibration Stability	Par. 2.3.4 & 4.3.4
	Shock Stability	Par. 2.3.5 & 3.3.5
U.S. Forest Service	Vibration Stability	Par. 7.15

Digital Operation

Protocol:	OpenSky	Project P25 (800 MHz)	TIA/EIA-603
Vocoding Method:	Advanced MultiBand Excitation (AMBE®)	P25 Improved MultiBand Excitation (IMBE™)	Not Applicable
Data Rate:	19.2 kbps (800 MHz) 9.6 kbps (900 MHz)	9.6 kbps	Analog
Modulation:	4-Level GFSK	C4FM	FM
Data Communication Mode:	Half Duplex	Half Duplex	Half Duplex

Encryption

Encryption Technique:	Non-Linear Product/Block Transformation
Algorithm Types:	Data Encryption Standard (DES)/Advanced Encryption Standard (AES) (P25)

Regulatory Data

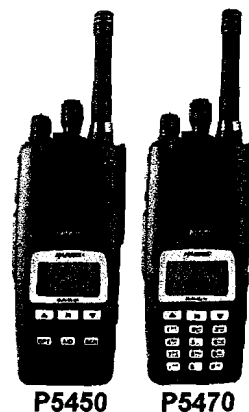
Frequency Range (MHz)	RF Output (W)	Frequency Stability (ppm)	FCC Type Acceptance Number	Applicable FCC Rules	Industry Canada Certification Number	Applicable Industry Canada Rules
935-941, 896-902	30	1.5	OWDTR-0049-E	90	3636B-0049	RSS-119
851-870, 808-825	30	1.5	OWDTR-0051-E	90	3636B-0051	RSS-119



P5400 Portable 800 MHz

The P5400 portable is a digital two-way radio that provides

- Multi-Mode functionality
- Digital voice and IP data
- Versatile configuration for many customer environments



The P5400 portable enhances the productivity and increases the efficiency of its users.

Multiple Applications with One Radio

The P5400 uses a new high-speed digital signal processor and the latest RF components to support multiple applications in one package:

- OpenSky® Digital TDMA Trunking
- Project 25 Digital Trunking
- P25 Digital Conventional
- ProVoice™ Digital Trunking
- Enhanced Digital Access Communication System (EDACS®) Trunking
- Complete Analog Conventional features
- AES and DES encryption

Maximum RF Performance

The radio operates in the 800 MHz band and combines digital and analog operation in one radio. Such versatility maximizes interoperability. The portable complies with TIA-603 to provide the highest RF performance.

Advanced OpenSky Trunking Features

The P5400 supports the full range of OpenSky digital trunking features, including voice group calls, priority scanning, pre-emptive emergency calls, late call entry, and dynamic reconfiguration. It performs autonomous roaming for wide area applications. High-quality voice coding and robust audio components assure speech clarity even in noisy environments.

OpenSky Data Capability

The optional data feature allows the P5400 portable to be used in high-performance wireless data systems. For mobile data applications, the P5400 serves as an IP network node, providing end-to-end IP connectivity for an external portable computer connected to the radio's data port. The 19.2-kbps data airlink rate is a standard operating feature. Users can talk and send or receive data on the same channel at the same time with just one radio.

Encrypted Communications

The optional Advanced Encryption Standard (AES) is available for maximum security. OpenSky operates the most advanced vocoder on a private wireless Intranet that provides maximum digital voice clarity. As an additional measure of security, P5470 radios may be password-protected, preventing unauthorized use.

High Performance in a Durable Package

The sturdy mechanical package of the P5400 provides high performance and reliable service.

- MIL-STD-810F durable – including 1-meter drop per TIA-603-B (no antenna installed; drop directly to knobs)
- Programmable dual-position switch for flexible operation
- Tx/Rx LED and enhanced clarity LCD for more visible signaling (including features such as a battery-level gauge)

- At 13.6 ounces with Lithium-Ion battery, the lightest weight portable offered by Harris
- Illuminated channel indicator for easy channel identification
- Intrinsically safe models (optional)

Software-Based Design for Customization

With the software-based design, the P5400 portable is readily configurable and easily expandable with software upgrades to meet customized needs.

- Stores up to 1,024 trunked system/group combinations and up to 512 conventional channels
- Stores 255 individual call numbers and 255 telephone numbers in memory
- ProFile™ offers easy over-the-air programming for efficient updates
- ProScan™ provides smooth, automatic roaming between sites
- Personality Lock prevents unauthorized users from programming radios or accessing the system.

Radio TextLink Text Messages

With this option, users may receive, display, and respond to text messages sent from authorized users on the network. This feature improves real-time communications among first responders while also providing the capability to leave messages with users that are actively engaged in other critical activities.

General Specifications

P5400 Portables are available in 2 models:

P5470: System Model with LCD and DTMF keypad

P5450: Scan Model with LCD and limited keypad

Dimensions (H x W x D):

(Without Knobs and Antenna)

With battery:

5.37 x 2.44 x 1.67 in.
(136.5 x 62.0 x 42.5 mm)

Weight (with Battery):

Li-Ion: 13.6 oz (386g)

NiCd: 17.3 oz (490g)

NiMH: 18.3 oz (519g)

Input Voltage:

7.5 VDC (nominal)

Vibration:

5 G (per U.S. Forest Service)

Shock:

1 meter drop (per TIA-603B)

Battery Life (at 5% Tx, 5% Rx, and 90% standby):

NiCd: 8 hours (1600 mAh)

Li-Ion: 9 hours (2000 mAh)

NiMH: 11 hours (2400 mAh)

Operating Temperature Range:

NiCd: -22 to +140°F

(-30 to +60°C)

Li-Ion: +14 to +122°F

(-10 to +50°C)

NiMH: -4 to +122°F

(-20 to +50°C)

Relative Humidity:

90% @ 122°F (+50°C)

Altitude:

Operational: 15,000 ft
(4,572 m)

In Transit: 50,000 ft
(15,240 m)

Color (case):

Black

Options and Accessories

Headset, earpiece, speaker microphones, PC programming software and cables, subminiature surveillance accessories, antennas, cases, straps, belt loops and swivel mounts, desk chargers, wall chargers, and vehicular chargers.

Intrinsically Safe Options

Factory Mutual Intrinsically Safe for Class I, II, and III, Division 1, Groups C, D, E, F, and G, Temp T3C, TA=+60°C; Nonincendive for Class I, Division 2, Groups A, B, C, and D, Temp T4, TA=+60°C.

CSA Intrinsically Safe for Class I, Groups C and D; Class II, Group G (Coal Dust); Class III; Nonincendive for Class I, Division 2, Groups A, B, C, and D.

RoHS compliant

Transmitter

Typical performance specifications	800
Frequency Range (MHz):	806-825, 851-870
Rated RF Power Trunked (W):	0.5-3.0
Rated RF Power Talkaround (W):	0.5-3.0
Frequency Stability (-30 to +60°C; +25°C Ref) (ppm):	±1.5
Frequency Separation (MHz):	Full bandwidth
Modulation Deviation (kHz):	±5.0 (±4.0 NPSPAC)
FM Hum and Noise (Companion Receiver) (dB):	-48 (non-NPSPAC), -46 (NPSPAC)
Spurious and Harmonics (dBm/dBc):	-40/75
Audio Response (dB):	+1/-3
Audio Distortion:	1% (1 kHz tone @ 3 kHz deviation (non-NPSPAC)) 1% (1 kHz tone @ 2.4 kHz deviation (NPSPAC))
Project 25 Modulation Fidelity (%):	2
Project 25 ACP (dBc):	68

Receiver

Typical performance specifications	800
Frequency Range (MHz):	851-870*
Frequency Separation (MHz):	Full bandwidth
Channel Spacing (kHz):	25/NPSPAC
Frequency Stability (-30 to +60°C; +25 Ref) (ppm):	±1.5
Sensitivity (12 dB SINAD) (µV/dBm):	0.21/-120.5
Adjacent Channel Rejection @ 25 kHz (dB):	76
Intermodulation (dB):	76
Spurious and Image Rejection (dB):	81
Rated Audio Output (mW):	500
Audio Distortion:	1% @ rated power
Offset Channel Selectivity @ NPSPAC (dB):	26
Project 25 Reference Sensitivity @ 5% BER (µV/dBm):	0.22/-120.0
Project 25 Adjacent Channel Rejection (dB):	61

*The following self-quieting frequency cannot be programmed as a receive frequency: 864.000 MHz.

Environmental Specifications

Standard	Parameter	Methods & Procedures
MIL-STD-810F*	Low Pressure	500.4/1,2
	High Temperature	501.4/1,2
	Low Temperature	502.4/1,2
	Temperature Shock	503.4/1
	Solar Radiation	505.4/2
	Blowing Rain	506.4/1
	Humidity	507.4
	Salt Fog	509.4
	Blowing Dust	510.4/1
	Vibration (Minimum Integrity)	514.5/1, Category 24
	Vibration (Basic Transportation)	514.5/1, Category 4
	Shock (Functional/Basic)	516.5/1
	Shock (Transit Drop)	516.5/4
IEC 60529	Dust-tight, Water Jets	IP-65
U.S. Forest Service	Vibration (10-60 Hz)	USDA LMR Standard, Section 2.15
TIA-603B	Shock (1 meter drop)	Paragraph 3.3.5.3

*Also meets equivalent superseded MIL-STD-810C, -D, and -E.

Digital Operation

Vocoding Method:	Advanced MultiBand Excitation (AMBE®)
Data Rate (kbps):	19.2
Modulation:	4-Level GFSK

Regulatory Data

Frequency Range (MHz)	RF Output (W)	FCC Type Acceptance Number	Applicable FCC Rules	Industry Canada Certification Number	Applicable Industry Canada Rules
806-869	3.0	OWDTR-0043-E	Part 90	3636B-0043	RSS-119



Public Safety and Professional Communications | www.pspc.harris.com

221 Jefferson Ridge Parkway | Lynchburg, VA USA 24501 | 1-800-368-3277 (+1-434-455-6403)

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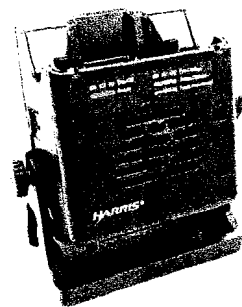
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Printed in U.S.A. 10/09 ECR-7494L

The VC4000 Charger

- Is a rapid charger
- Is compatible with P7300/P5400/P5300 NiCd, NiMH, and Li-Ion battery packs or P7200/P7100^{IP}/P5200/P5100 NiMH and Li-Ion battery packs
- Can be mounted in a vehicle or used as a desk charger



Standard Features

The VC4000 is a rapid charger with the capability to charge Nickel Cadmium (NiCd), Nickel Metal Hydride (NiMH), and Li-Ion high and extra high capacity batteries in about 1.5 hours. The charger supports P7300/P5400/P5300 portables or P7200/P7100^{IP}/P5200/P5100 portables, and is independent from frequency or system operation. The charger includes the following features:

- Colored LEDs: Provide charging status.
- Positive Latch: Ensures that the radio or battery pack is securely in place while it is in the charger.
- Versatile Mounting Options: Enables the charger to easily fit different vehicle mounting requirements.
- Automatic Restart: Constantly monitors the battery while it is in the charger and will start charging the battery as soon as it falls below 50 to 75% of capacity.
- Optimal Charging without Overcharging: Provides microprocessor-controlled charging for long battery life and maximum battery performance.
- Protective Circuitry: Prevents damage to battery resulting from charging batteries that are not within the required temperature or voltage range.
- Dual Charge Rate: Allows charge rate to be adjusted through dipswitch configuration.
- Dual Trickle Rate (only for Nickel): Allows trickle rate to be adjusted through dipswitch configuration.
- Repeater Control: Has an enable/disable circuit for use with a vehicular repeater. The vehicular repeater is

enabled when the radio is removed from the charger.

- Ignition Sense (Dipswitch configurable): Unit is turned off when the ignition is turned off, preventing vehicle battery drain, or unit is on at all times.

Versatile Design

The versatile design of the VC4000 provides the flexibility to meet different users' needs. The unit can charge the battery with or without the radio attached and can also accommodate a radio with the speaker mic still attached.

The charger may be hard wired for permanent installation or powered using the optional DC cigarette lighter adapter for temporary in-vehicle installation. The VC4000 may also be used for desktop charging with the optional AC adapter.

General Specifications

Applications:

For P7300/P5400/P5300 NiCd, NiMH, and Li-Ion or P7200/P7100^{IP}/P5200/P5100 NiMH and Li-Ion high or extra high capacity batteries

Source Voltage:

11 to 16 VDC

Dimensions (D x W x H):

With Bracket:

3.125 x 5.125 x 5.437 in.
(7.94 x 13.02 x 13.81 cm)

Without Bracket:

3.125 x 4.312 x 4.375 in.
(7.94 x 10.95 x 11.11 cm)

Weight:

With Bracket:

13.0 oz (368g)

Without Bracket:

10.2 oz (289g)

Construction:

Polycarbonate and ABS blend

Color:

Black

Charge Currents:

1.5 or 0.75A (switch selectable)

Trickle Rate:

200 or 100mA (switch selectable)

Mounting:

Cables, hardware, U-shaped bracket for mounting above or beneath dash, fuse, connector terminals for repeater control, and ignition sense

Temperature Limits:

Operating: -22 to +140°F (-30 to +60°C)

Charging: +40 to +113°F (+5 to +45°C)

Options:

Power Supply Kit: Includes AC Adapter and Cigarette Lighter Adapter

RoHS compliant

Environmental Specifications

Standard	Parameter	Methods & Procedures
MIL-STD-810F	Vibration	514.5 I CAT 10
	Shock	516.5 PI
	Solar Radiation	505.4 PII
	Low Temperature	502.4 PI & II
	High Temperature	501.4 PI & II
	Temperature Shock	503.4
	Humidity	507.4 PI & II
	Low Pressure	500.4 PI & II

Regulatory Specifications

Meets FCC Part 15

Industry Canada ICES-003

Automotive Directive 72/245/EEC – 95/54/EC:

e11 10R-035194

CE

HARRIS

21

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

The Board to consider accepting the appraisal review as prepared by Al Jones Real Estate Appraisal Service of the June 21, 2010 Appraisal Report prepared by Adam J. Hardej, Jr. President & Chief Appraiser, BAAR Realty as agendaed by Jack R. Brown, County Administrator

MEETING DATE REQUESTED:

October 19, 2010

Statement of Issue: Attached is a Review of Appraisal by Al Jones Real Estate Appraisal Service

Recommended Action: Accept the Review of Appraisal

Fiscal Impact: N/A

Budgeted Item: N/A

Submitted By: Jack R. Brown, County Administrator

Contact: (850) 838-3500, Ext 7.
County.admin@taylorcountygov.com

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The objective of the review was to develop an opinion the of analyses, opinions, and conclusions of the appraisal report regarding the property in question, prepared by Mr. Adam J. Hardej, Jr., President & Chief Appraiser, BAAR Realty Advisors, dated June 21, 2010 prepared for Mr. Richard McCollister, Senior Vice President, Capital City Bank, 2111 N. Tennessee Street, Tallahassee, FL 32303. On page 5 of his report Mr. Jones certifies that in his opinion the analysis, opinions, and conclusions of the subject appraisal are appropriate and reasonable. On page 8 Mr. Jones further states that in his opinion that the subject property is so unique in location, size, and utility that no really good comparable property sales were available when the appraisal was prepared. Mr. Jones further concludes on page nine that "the value, the discount rate and the sell out period are appropriate. The reconciled conclusions in the report are deemed reasonable.

Options: 1) Accept the Review of Appraisal
2) Don't Accept

Attachments: Attached is the Summary of Appraisal and the Review of Appraisal by Al Jones Real Estate Appraisal



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk
Post Office Box 620
Perry, Florida 32348
(850) 838-3506 Phone
(850) 838-3549 Fax

JACK R. BROWN, County Administrator
201 East Green Street
Perry, Florida 32347
(850) 838-3500, extension 7 Phone
(850) 838-3501 Fax

CONRAD C. BISHOP, JR., County Attorney
Post Office Box 167
Perry, Florida 32348
(850) 584-6113 Phone
(850) 584-2433 Fax

September 13, 2010

Al Jones Real Estate Appraisal Service
115 W Green St Ste 233
Perry, FL 32347

Dear Mr. Jones,

RE: Notice to Proceed with Review of Appraisal Report for Quote of 25 Residential Lots/Common Area and 59 Boat Slips Steinhatchee Shores and Ideal Marina Located on Riverside Drive, Steinhatchee, FL 32359, as Prepared by, Adam J. Hardej, Jr., President & Chief Appraiser, BAAR Reality Advisors, BAAR File No.: 06-10-399

Dear Mr. Jones;

We accept your offer to review the Appraisal Report of 25 Residential Lots/Common Area and 59 Boat Slips Steinhatchee Shores and Ideal Marina Located on Riverside Drive, Steinhatchee, FL 32359, Prepared for Mr. Richard McCollister, Senior Vice President, Capital City Bank, 2111 N. Tennessee Street Tallahassee, FL 32303 as Prepared by, Adam J. Hardej, Jr., President & Chief Appraiser, BAAR Reality Advisors, BAAR File No.: 06-10-399 for the price of \$2,000.

The subdivision is located on the south and north side of Riverside Drive between Main Street and 2nd Street East in Steinhatchee, Florida. The County needs an opinion of the "as is" discounted bulk value and the aggregate retail value of the property in the form of a completed summary appraisal report that is in compliance with the Uniform of Professional Appraisal Practice and the Standards of Professional Appraisal Practice of the Appraisal Institute.

Assessor's parcel numbers:

09995-000, 09995-001, 09995-002, 09995-003,
09995-004, 09995-005, 09995-006, 09995-007,
09995-008, 09995-009, 09995-010, 09995-011,
09995-012, 09995-013, 09995-014, 09995-015,
09995-016, 09995-017, 09995-018, 09995-019,
09995-020, 09995-022, 09995-023, 09995-024
09995-025, 10001-000, 10002-000

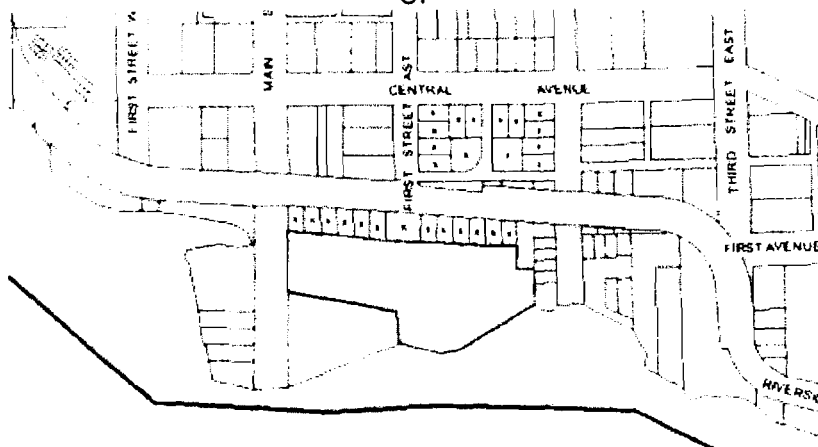
The subject property consists of 25 individual vacant lots within a 25-lot subdivision zoned residential (and common area). The lots are noted in county records as: Leg Steinhatchee Shores and Ideal Marina Subdivision Lots 1-25. 6 of the lots were transferred to new ownership however these were non-arms length transfers to individuals/entities that were parties of the subdivision developer. There are also 59 approved boat slips.

Regards,

A handwritten signature in dark ink, appearing to read "Jack R. Brown".
Jack R. Brown
County Administrator
Taylor County

**SUMMARY
APPRAISAL REPORT**

OF



25 Residential Lots / Common Area & 59 Boat Slips
Steinhatchee Shores & Ideal Marina
Located on Riverside Drive
Steinhatchee, FL 32359

DATE OF VALUE

June 21, 2010

PREPARED FOR

Mr. Richard McCollister
Senior Vice President
Capital City Bank
2111 N. Tennessee Street
Tallahassee, FL 32303

PREPARED BY

Adam J. Hardej, Jr.
President & Chief Appraiser
BAAR Realty Advisors
BAAR File No.: 06-10-399

BAAR REALTY ADVISORS

(800) 851-1855

June 28, 2010

Mr. Richard McCollister
Senior Vice President
Capital City Bank
2111 N. Tennessee Street
Tallahassee, FL 32303

RE: Appraisal of 25 Residential Lots/Common Area and 59 Boat Slips
Steinhatchee Shores and Ideal Marina
Located on Riverside Drive
Steinhatchee, FL 32359

Mr. McCollister,

Pursuant to your request, we have completed a summary appraisal report that is in compliance with the Uniform Standards of Professional Appraisal Practice and the Standards of Professional Appraisal Practice of the Appraisal Institute.

Per your request, we have conducted the required investigation, gathered the necessary data, and made certain analyses that have enabled BAAR to form an opinions of the "as is" discounted bulk value and the aggregate retail value of 25 residential lots and 59 boat slips known as "Steinhatchee Shores and Ideal Marina". The subdivision is located on the south and north side of Riverside Drive between Main St and 2nd Street E in Steinhatchee, Florida.

The following report contains a variety of information necessary to form an opinion of value on the property being appraised. As a result of the analyses and conclusions rendered, the following market values are concluded for the property as of June 21, 2010, subject to the certification and limiting conditions contained herein, to be:

Discounted or Bulk Value of the property	\$2,540,000
Aggregate Retail Value of the property	\$4,595,000

Furthermore, this report has been prepared in conformance with our interpretation of the appropriate regulations and guidelines set forth by Capital City Bank. The summary format that follows describes the property and its surrounding area, discusses market information and how it relates to the subject, and describes the approaches to value used and the reasoning leading to the conclusions set forth.

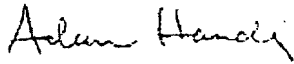
It has been a pleasure to assist you in this assignment. If you have any questions concerning the analysis, or if BAAR Realty Advisors can be of further service, please do not hesitate to contact us.

June 28, 2010
Page 2

Respectfully Submitted,

**BAAR Realty Advisors
Appraisal Division**

by:



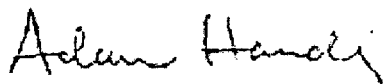
Adam J. Hardej, Jr.
President & Chief Appraiser
Certified General Appraiser
FL License Number: RZ 2574
Expires: 11/30/2010

CERTIFICATION OF THE APPRAISER

CERTIFICATION OF THE APPRAISER

We certify that to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and is our personal, unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report and have no personal interest or bias with respect to the parties involved.
4. Our compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event, such as the approval of a loan. The appraiser's engagement was not contingent upon developing or reporting predetermined results.
5. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice of The Appraisal Foundation and the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute. In addition, this report conforms to the requirements of the Financial Institution Reform, Recovery, and Enforcement Act (FIRREA).
6. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
7. Adam J. Hardej has completed the requirements of the continuing education program of the Appraisal Institute.
8. Adam J. Hardej has not made a personal inspection of the property that is the subject of this report.
9. David A. Sledd and Zachary Heissner have provided professional assistance to the persons signing this report. David A. Sledd has inspected the subject property that is the focus of the analysis contained herein.
10. Adam J. Hardej has extensive experience in the appraisal/review of similar property types.
11. Adam J. Hardej, Jr., David Sledd and Zachary Heissner are currently certified/licensed in the state where the subject is located.



Adam J. Hardej, Jr.
Certified General Appraiser
FL License#RZ2574
Expires: 11/30/2010

SUMMARY OF SALIENT FACTS

Property Name: "Steinhatchee Shores and Ideal Marina"

Location: Located on the north and south sides of Riverside Drive between Mains St and 2nd St E Steinhatchee, FL 32359.

Assessor's Parcel Numbers: 09995-000, 09995-001, 09995-002, 09995-003, 09995-004, 09995-005, 09995-006, 09995-007, 09995-008, 09995-009, 09995-010, 09995-011, 09995-012, 09995-013, 09995-014, 09995-015, 09995-016, 09995-017, 09995-018, 09995-019, 09995-020, 09995-022, 09995-023, 09995-024 , 09995-025, 10001-000, 10002-000

Property Description: The subject property consists of 25 individual vacant lots within a 25-lot subdivision zoned residential (and common area). The lots are noted in county records as: Leg Steinhatchee Shores and Ideal Marina Subdivision Lots 1-25. 6 of the lots were transferred to new ownership however these were non-arms length transfers to individuals/entities that were parties of the subdivision developer. This appraisal estimates the value of 25 lots with 59 boat slips.

Map Status Final Map Recorded

Highest and Best Use

As Though Vacant: Hold for future residential development

Property Rights Appraised: Fee Simple

Date of Value: June 21, 2010

FROM:

Al Jones
115 West Green Street
Suite 233
Perry, FL 32347
Telephone Number: 850-584-2279

Fax Number: 850-584-9071

INVOICE**INVOICE NUMBER**

0003891

DATE

10/4/2010

REFERENCE

Internal Order #: 0003891

Client File #:

Main File # on form: 0003891

Other File # on form:

Federal Tax ID: 59-2758986

Employer ID:

TO:

Taylor County
P.O. Box 620
201 East Green Street
Perry, FL 32347
Telephone Number:
Alternate Number:

Fax Number:

E-Mail:

DESCRIPTION

Client: Taylor County
Property Address: Riverside Drive
City: Steinhatchee
County: Taylor
Legal Description:

State: FL

Zip: 32359

FEES**AMOUNT**

Appraisal Review Steinahtchee Shores S/D

2,000.00

SUBTOTAL

2,000.00

PAYMENTS**AMOUNT**

Check #: Date: Description:
Check #: Date: Description:
Check #: Date: Description:

SUBTOTAL

TOTAL DUE

\$

2,000.00

REAL ESTATE APPRAISAL REVIEW REPORT

OF

25 VACANT LOTS AND BOAT SLIPS STEINHATCHEE SHORES S/D
STEINHATCHEE, FL 32359

AS OF

SEPTEMBER 13, 2010

FOR

MR. JACK BROWN
COUNTY ADMINISTRATOR
TAYLOR COUNTY, FL 32348

BY

WILLIAM 'AL' JONES
STATE CERTIFIED GENERAL R.E.A.
#RZ978
115 WEST GREEN STREET - SUITE 233
PERRY, FL 32347

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Addendum

ENGAGEMENT LETTER
LOCATION MAP
PHOTO ADDENDA

WILLIAM (AL) JONES
Real Estate and Appraisal Service
State Certified General Real Estate Appraiser
Number: RZ 0000 978

115 West Green Street
Suite 233
Perry, Florida 32347

Telephone (850) 584-2279
FAX (850) 584-9071

September 13, 2010

Mr. Jack Browns,
County Administrator
Taylor County, FL

Dear Mr. Brown,

In accordance with your request and our agreement, I have preformed a review of the appraisal prepared by Adam J. Hardej, File No: 06-10-399 on 25 lots and 59 boat slips located in Steinhatchee Shores S/D on Riverside Drive in Steinhatchee, Florida.

The objective of the review was to develop an opinion of the analyses, opinions and conclusions of the appraisal report.

The following review appraisal report will describe the property and the scope and methods used in determining my opinion. All data was thoroughly analyzed and investigated as to maximize its relevance to the review.

Sincerely,



William 'AL' Jones
State Certified General
Real Estate Appraiser #RZ978

WILLIAM (AL) JONES
FIRST FEDERAL BUILDING - SUITE 233
PERRY, FLORIDA 32347

SUMMARY OF SALIENT FACTS AND IMPORTANT CONCLUSIONS

DATE OF REVIEW: June 21, 2010
SUBJECT: Steinhatchee Shores S/D
LOCATION OF PROPERTY: Riverside Drive
Steinhatchee, Florida
DESCRIPTION: Platted S/D in Section 26,
T9S, R9E. Steinhatchee
Shores and Ideal Marina
Subdivision.
TYPE APPRAISAL ASSIGNMENT: Appraisal Review

CERTIFICATION OF APPRAISAL

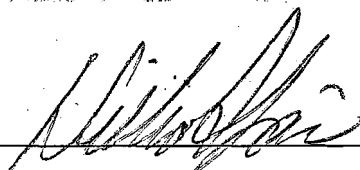
I, the undersigned, do hereby CERTIFY as follows: that I have inspected the property which I believe to be the subject of this appraisal review that I have no present or contemplated future interest in the real estate that is the subject of this review report, that I have no personal interest or bias with respect to the subject matter or the parties involved, that to the best of my knowledge and belief the statements of fact and data reported by the reviewer contained in this report, upon which the analysis, opinions and conclusions expressed herein are based, are true and correct, that this appraisal review sets forth all of the limiting conditions affecting the analysis, opinions and conclusions. My compensation was not contingent on any predetermined value or direction of value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event. The review has been prepared in conformity with the requirements of the Code of Professional Ethics and the Uniform Standards of Professional Appraisal Practice. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives. No other than the undersigned prepared the analysis, conclusions and opinions concerning the real estate values as set forth in this report except as may be specifically set forth elsewhere herein.

CONTINUED

CONTINUED

The appraisal review assignment was not based on a requested minimum valuation, a specific valuation, or results. The reviewer also complied with the competency provision of the USPAP.

I, hereby CERTIFY that in my opinion the analysis, opinions and conclusions of the subject of this review are appropriate and reasonable.

A handwritten signature in cursive script, appearing to read "William Jones", is written over a horizontal line.

WILLIAM (AL) JONES
STATE CERTIFIED GENERAL REA
#RZ978

SCOPE OF THE REVIEW

The scope of the review refers to the extend of the process in which the data was collected, confirmed and reviewed.

The reviewer determined that the data in the approaches to value would be verified and considered along with the reviewer's personal knowledge of the subject market.

The report was read, data was verified and assumptions and conclusions were studied as to there relevance to the report and its conclusions.

Special Appraisal Instruction:

Client noted that the property is properly platted and documentation is in the possession of the client for approval of the 20 boat slip that have not been built.

Hypothetical Conditions or Extraordinary Assumptions:

There are none in this review.

IDENTIFICATION OF SUBJECT

The subject property consist of 25 vacant lots in an existing subdivision along with 59 boat slips 20 of which are proposed, situated on Riverside Drive in the Steinhatchee, Florida area.

LEGAL DESCRIPTION

Lots 1 through 25, common areas and boat slips being all of Steinhatchee Shores and Ideal Marina S/D in Taylor county, FL.

PROPERTY RIGHTS APPRAISED

Fee Simple

INTENDED USE OF THE REVIEW

Assist the client/potential buyer in determining the acceptability of the appraisal provided by the seller.

STATEMENT OF OWNERSHIP

Capital City Bank
Tallahassee, FL

EFFECTIVE DATE OF THE REVIEW

June 21, 2010

Review Point #1: Completeness of the material under review.

It is the reviewer's opinion that the material was properly detailed, described and conveyed in the appraisal report. All data concerning the description of the property, the improvements, the neighborhood and the regional market is accurate. The appraiser considered both local, state and regional influences on the subject and its potential marketability. The narrative was well written and the result appears to have been logically analyzed as to the determine how each effects the subject.

REVIEWER'S NOTE FOR FURTHER DESCRIPTION OF THE SUBJECT:

THE SUBJECT PROPERTY IS SO UNIQUE IN LOCATION, SIZE AND UTILITY THAT NO REALLY GOOD COMPARABLE PROPERTY SALES WERE AVAILABLE WHEN THIS APPRAISAL WAS PREPARED. THERE ARE NO OTHER COMPARABLE PROPERTIES IN STEINHATCHEE THAT ENJOYS SUCH A CLOSE PROXIMITY TO THE MOUTH OF THE RIVER AND THE GULF.

Review Point #2: Adequacy and Reverence of the data and the propriety of adjustments to the data.

It is the reviewer's opinion that the data used in the report was adequate and revellent to solving the appraisal problem. The data was predominantly local in nature and appears to have been the most recent and comparable available as of the effective date of the report. The reviewer is not aware of and did not find any sales or other market data that should have been used when preparing the appraisal.

Review Point #3: Appropriateness of the appraisal methods and techniques used.

The appraiser used the sales comparison method for estimating the current market values of the individual unit parcels. A potential marketing or sell out period was estimated and the gross sales of the units was discounted for a present value. It is the reviewer's opinion that this method was the most appropriate for this appraisal problem.

Review Point #4: Opinion on whether of the analyses, opinions and conclusions are reasonable.

It is the reviewer's opinion that the analyses, the units value, the discount rate and the sell out period are appropriate. The reconciled conclusions in the report are deemed reasonable.

The reviewer did not find any cause for disagreement of the preparation of and or the conclusions and opinion's stated.

QUALIFICATION OF
WILLIAM (AL) JONES

APPRAISAL EXPERIENCE:

March 1977 to July 1983 - Staff Appraiser, First Federal
Savings and Loan Association of
Perry FL.

July 1983 to Present - Full-time fee appraiser.

EDUCATION:

Graduated from Florida State University, March 1977 with
B.S. Degree in Real Estate.

Continuing Education Courses:

Society of Real Estate Appraisers, Residential Appraising 101
American Institute RE Appraisers, Residential Appraising 1A
American Institute RE Appraisers, Income Property 1-B
American Institute RE Appraisers, Income Property 2-1
Appraisal Institute, Report Writing Valuation Analysis 2-2
American Institute RE Appraisers, Standards II-3
AIREA, Capitalization Rate Seminar, 1981
SREA, Condominium Appraising Seminar
Residential Construction Seminar, University of Illinois, 1978
SREA Tax Consideration Seminar, 1984
FHLMC R-41C Seminar, 1986
Standards of Professional Practice Part A & B, 1992

PROFESSIONAL:

State Certified MAI Candidate of the Appraisal Institute.

Served as Treasurer for Big Bend Chapter 155 of the Society of Real Estate Appraiser's.

Licensed Florida Real Estate Broker, #0337271.

Department of Veteran Affairs Appraiser (#0302) for Taylor, Lafayette, Jefferson, Madison and Dixie Counties.

FHA approved Jacksonville HUD Office

State Certified General R.E. Appraiser, #RZ978.

LIST OF MAJOR CLIENTS

Capital City Bank of Perry, 115 West Green Street, Perry, FL. 850-584-2057. Shirley Gunter or Sue Wise.

Citizens State Bank of Perry, 200 S. Byron Butler Prkwy, Perry, FL. 850-584-4411. Mary Ann Walker Secretary to Mr. Roger Brooks, President.

Buckeye Community Federal Credit Union, Rt. 3 Box 255, Perry, FL. 850-223-7152, Cynthia Nowlin Mortgage Dept or Charlton Knowles, President.

Wachovia Bank, 200 West Main Street, Perry, FL 32347, Marsha Tison, 850-584-0701.

State Employees Credit Union, 401 West First Str., Jacksonville, FL 32202, Ms. Linda Robertson Loan Officer. 904-798-4100.

BB&T Mortgage, Sharon F. Atkins, Assistant Vice President, 864-242-8962.

Regions Mortgage Inc, 2121 Killearney Way, Suite E, Tallahassee, FL 32308, Ms. Carol Miles

First South Bank, Jacksonville, FL, Pam McQuig, Quality Assurance Manager, 904-394-8854.

Sun Trust Bank, Tallahassee, FL, Amy Phillips, 850-907-5199.

Amsouth Mortgage Company, Inc., Tallahassee, FL, Birmingham, AL

Department of Environmental Protection, John Santangini, Bureau of Appraisal, 3900 Commonwealth Blvd MS 110, Tallahassee, FL 32399, 850-488-2725.

City of Perry, Mr. Bob Brown City Manager. 850-584-2721.

Doctors Memorial Hospital, Perry, FL

Certified Expert Witness Taylor and Madison County Court, District Circuit Court and Federal Bankruptcy Court, Leon Co., FL

United States Marshals Office, Tallahassee, FL

Veterans Administration Appraiser for Taylor and Surrounding Counties, Richard Welch Chief of Valuation, P.O. Box 1437, St. Petersburg, FL 33731, 727-319-7507.

FHA Approved, #RZ0000978, updated January 2000.



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk
Post Office Box 620
Perry, Florida 32348
(850) 838-3506 Phone
(850) 838-3549 Fax

JACK R. BROWN, County Administrator
201 East Green Street
Perry, Florida 32347
(850) 838-3500, extension 7 Phone
(850) 838-3501 Fax

CONRAD C. BISHOP, JR., County Attorney
Post Office Box 167
Perry, Florida 32348
(850) 584-6113 Phone
(850) 584-2433 Fax

September 13, 2010

Al Jones Real Estate Appraisal Service
115 W Green St Ste 233
Perry, FL 32347

Dear Mr. Jones,

RE: Notice to Proceed with Review of Appraisal Report for Quote of 25 Residential Lots/Common Area and 59 Boat Slips Steinhatchee Shores and Ideal Marina Located on Riverside Drive, Steinhatchee, FL 32359, as Prepared by, Adam J. Hardej, Jr., President & Chief Appraiser, BAAR Reality Advisors, BAAR File No.: 06-10-399

Dear Mr. Jones;

We accept your offer to review the Appraisal Report of 25 Residential Lots/Common Area and 59 Boat Slips Steinhatchee Shores and Ideal Marina Located on Riverside Drive, Steinhatchee, FL 32359, Prepared for Mr. Richard McCollister, Senior Vice President, Capital City Bank, 2111 N. Tennessee Street Tallahassee, FL 32303 as Prepared by, Adam J. Hardej, Jr., President & Chief Appraiser, BAAR Reality Advisors, BAAR File No.: 06-10-399 for the price of \$2,000.

The subdivision is located on the south and north side of Riverside Drive between Main Street and 2nd Street East in Steinhatchee, Florida. The County needs an opinion of the "as is" discounted bulk value and the aggregate retail value of the property in the form of a completed summary appraisal report that is in compliance with the Uniform of Professional Appraisal Practice and the Standards of Professional Appraisal Practice of the Appraisal Institute.

Assessor's parcel numbers:

09995-000, 09995-001, 09995-002, 09995-003,
09995-004, 09995-005, 09995-006, 09995-007,
09995-008, 09995-009, 09995-010, 09995-011,
09995-012, 09995-013, 09995-014, 09995-015,
09995-016, 09995-017, 09995-018, 09995-019,
09995-020, 09995-022, 09995-023, 09995-024
09995-025, 10001-000, 10002-000

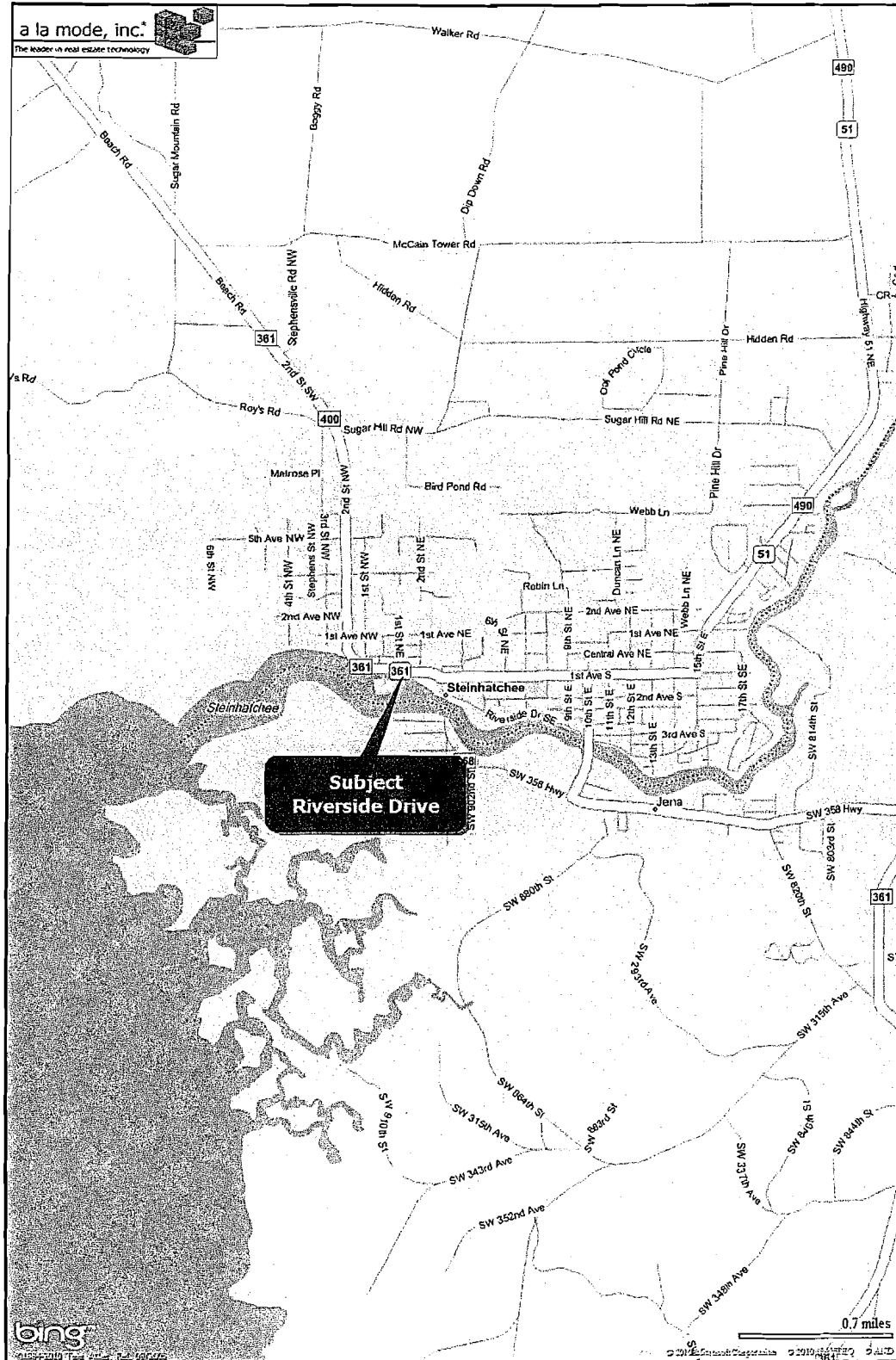
The subject property consists of 25 individual vacant lots within a 25-lot subdivision zoned residential (and common area). The lots are noted in county records as: Leg Steinhatchee Shores and Ideal Marina Subdivision Lots 1-25. 6 of the lots were transferred to new ownership however these were non-arms length transfers to individuals/entities that were parties of the subdivision developer. There are also 59 approved boat slips.

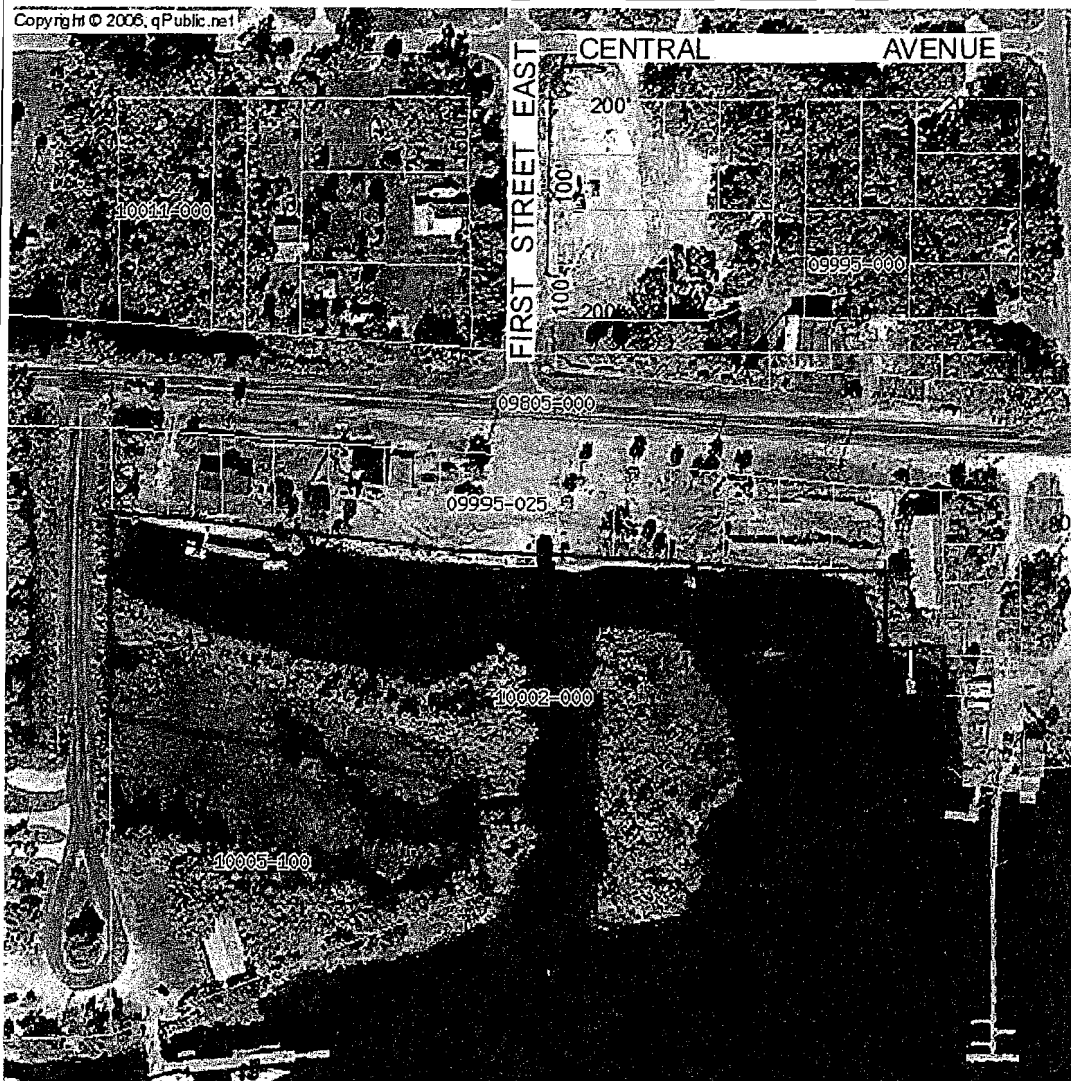
Regards,

Handwritten signature of Jack R. Brown in black ink.
Jack R. Brown
County Administrator
Taylor County

Location Map

Client	Taylor County		
Property Address	Riverside Drive		
City	Steinhatchee	County	Taylor
State	FL	Zip Code	32359
Client	Taylor County		





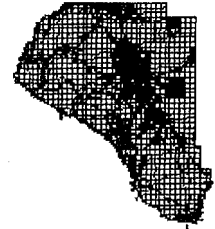
Legend

...

Bounding Box

lower left (-83.3935,
29.67211)
upper left (-83.3935,
29.67445)
upper right (-
83.39043, 29.67445)
lower right (-
83.39043, 29.67211)

Reference Map



0 86 172 258 344 ft 0 27 54 81 108 m

PARCEL INFORMATION TABLE

Selected Parcel	<u>10002-000</u>
Acres	0
Property Use	0
Land Use	0

OWNERSHIP INFORMATION

Name	STEINHATCHEE SHORES LLC
Mailing Address	6141 HIDDEN OAKS LANE; NAPLES, FL 34110
Situs/Physical Address	102 FIRST AVE SE

VALUES

Land Value	100,000
Ag Land Value	0

Subject Photo Page

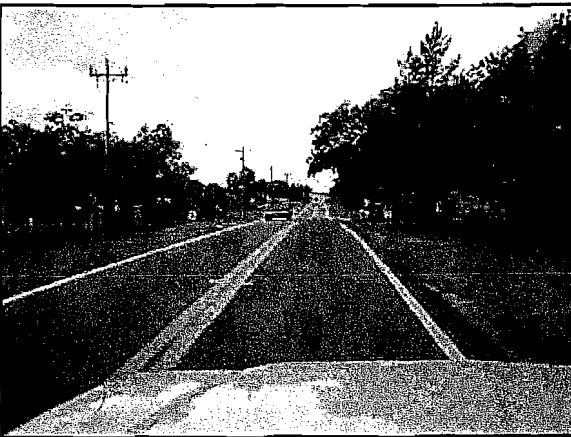
Client	Taylor County		
Property Address	Riverside Drive		
City	Steinhatchee	County	Taylor
Client	Taylor County	State	FL
		Zip Code	32359

**Subject Front****Riverside Drive**

Sales Price
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location
 View
 Site
 Quality
 Age

**Subject Rear**

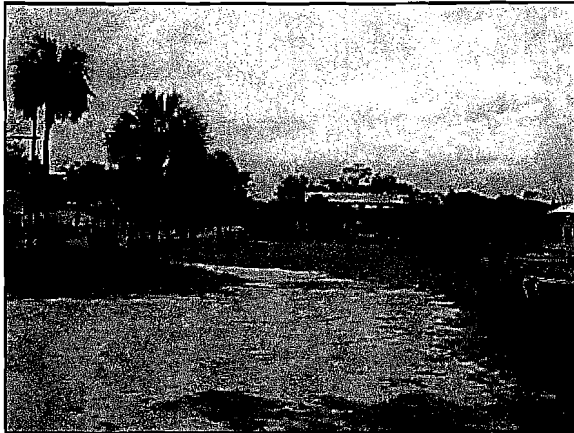
Entance to River

**Subject Street**

Riverside Drive

Photograph Addendum

Client	Taylor County				
Property Address	Riverside Drive				
City	Steinhatchee	County	Taylor	State	FL Zip Code 32359
Client	Taylor County				

**Front from NE****Interior Facing East****Boat Basin Facing West**

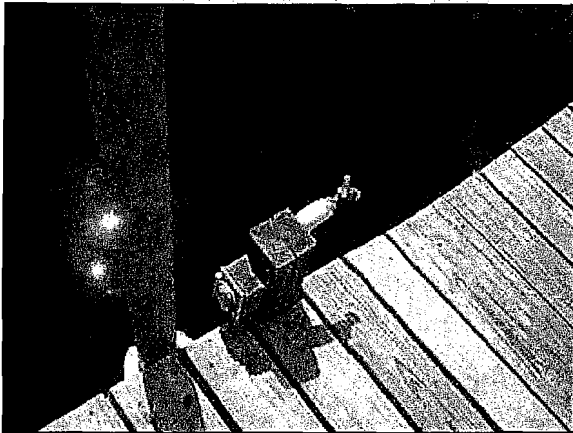
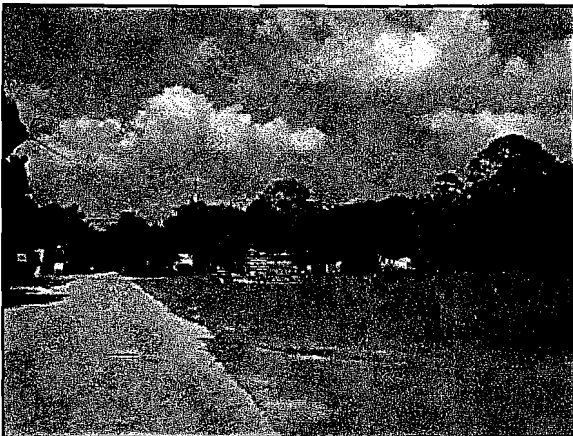
Photograph Addendum

Client	Taylor County				
Property Address	Riverside Drive				
City	Steinhatchee	County	Taylor	State	FL Zip Code 32359
Client	Taylor County				

**Boat Basin Facing East****Interior Facing West****Boat Slips East**

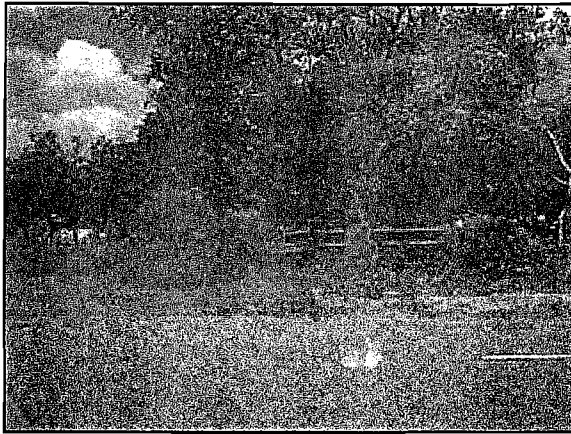
Photograph Addendum

Client	Taylor County				
Property Address	Riverside Drive				
City	Steinhatchee	County	Taylor	State	FL Zip Code 32359
Client	Taylor County				

**Boat Slips West****Typical Dock Water and Electric Connections****First Street East Facing North from Riverside Drive, Subject on Right**

Photograph Addendum

Client	Taylor County				
Property Address	Riverside Drive				
City	Steinhatchee	County	Taylor	State	FL Zip Code 32359
Client	Taylor County				

**Interior View Lots North of Riverside****Interior View Lots North Side Riverside****View From Riverside**

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

The Board to consider approving authorizing the County Administrator to move ahead with the purchase of the old Ideal Marina Property and the adjoining property at a cost of \$2,540,000 as agendaed by Jack R. Brown, County Administrator.

MEETING DATE REQUESTED:

October 19, 2010

Statement of Issue: The appraisal review performed by Al Jones determined that the asking price of \$2,540,000 is a fair price for the property concerned.

Recommended Action: Authorize the County Administrator to move forward with the purchase of the property in the amount of \$2,540,000.

Fiscal Impact: \$2,540,000

Budgeted Item: N/A

Submitted By: Jack R. Brown, County Administrator

Contact: (850) 838-3500, Ext 7.
County.admin@taylorcountygov.com

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Board of County Commissioners for many years has been searching for a long term viable option for a public boat ramp solution for Steinhatchee. This is the only reasonable option that has surfaced in over 10 years.

Options:

- 1) Authorize
- 2) Don't authorize

Attachments: Attached is contract of purchase and sale and the Addendum to Contract for Sale and Purchase.

CONTRACT OF PURCHASE AND SALE

THIS CONTRACT OF PURCHASE AND SALE (this "Contract") is made and entered into as of the "Effective Date" (as hereinafter defined) by and between **CAPITAL CITY BANK**, having a mailing address of Post Office Box 900, Tallahassee, Florida 32302 (hereinafter referred to as "Seller"), and **TAYLOR COUNTY**, a political subdivision of the State of Florida (hereinafter referred to as "Buyer").

WITNESSETH:

That for and in consideration of the mutual promises and covenants herein contained and the mutual advantages accruing to Seller and Buyer, it is covenanted and agreed by Seller and Buyer as follows:

1. Property. Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase from Seller, for the price and upon the terms and conditions hereinafter set forth, that certain parcel of land located in Taylor County, Florida, and more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property"), together with all improvements if any located thereon, and also Seller's interest, if any, in any fixtures and articles of tangible personal property attached or appurtenant to or used in connection with the Property which are located at the Property.

2. Deposit. Within ~~three (3)~~ fourteen (14) days after execution of the contract, Buyer shall deliver to **AUSLEY & MCMULLEN, P.A.**, as escrow agent (hereinafter called "Escrow Agent"), Post Office Box 391, Tallahassee, Florida 32302 (hereinafter referred to as "Escrow Agent"), the sum of **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000)**, by wire transfer of immediately available funds to Escrow Agent's designated account in a bank in Leon County, Florida (the "Deposit"), to be held in escrow by Escrow Agent in accordance with the terms of this Contract. In the event the Deposits have not been paid in the manner and by the time aforesaid, Seller may at its option terminate this Contract whereupon this Contract shall automatically become null and void, and of no further force or effect.

3. Purchase Price. The full purchase price for the Property (the "Purchase Price") shall be **TWO MILLION FIVE HUNDRED FORTY THOUSAND AND NO/100 DOLLARS (\$2,540,000.00)**, and shall be paid as follows: At the closing of the transactions contemplated hereby (the "Closing"), the Deposit shall be delivered by Escrow Agent to Seller and shall be credited against the Purchase Price. The balance of the Purchase Price shall be payable to Seller at the Closing, subject to credits, adjustments and prorations as provided in this Contract, by wire transfer of immediately available funds to Escrow Agent's designated account.

4. Inspection Period.

(a) Buyer shall have a period from the Effective Date until 5:00 P.M. Eastern Standard Time on ~~September 30, 2010~~ October 15, 2010 (the "Inspection Period") to conduct, at Buyer's sole cost and expense, such inspections of (or investigations concerning) the Property as Buyer may deem necessary or desirable for the purpose of determining whether or not: (i) the physical and environmental condition of the Property is satisfactory to Buyer; (ii) the Property is

zoned, planned and permitted in a manner satisfactory Buyer; and (iii) the Property satisfies all of Buyer's expectations and is otherwise suitable for Buyer's intended use or disposition thereof.

(b) In furtherance of the foregoing, Seller hereby authorizes Buyer, at Buyer's sole cost and expense, to perform such feasibility studies, engineering studies, inspections, environmental assessments, tests, surveys, topographical surveys, and other inspections and examinations within the boundaries of the Property, at reasonable times and on reasonable notice to Seller, and to make such inquiries of federal, state, municipal and other governmental authorities and agencies having jurisdiction of the Property, as Buyer may deem necessary or appropriate in connection with its investigations hereunder; provided, however, that Buyer (i) shall notify Seller of the issuance of all letters and other written communications from such authorities within three (3) business days after receipt by Buyer and shall enclose with such notification copies of the relevant letter or other communication, (ii) shall promptly restore any portions of the Property affected by Buyer's inspections thereon to the condition that existed immediately prior to the inspections, and (iii) shall indemnify, protect, defend and hold harmless Seller, and Seller's officers, directors, employees and agents, from and against any and all losses, costs, expenses, claims, demands, actions, causes of actions, liabilities, judgments, awards, damages, injuries, fines, penalties and forfeitures (including without limitation reasonable fees and expenses of attorneys, paralegals and experts incurred before or during any trial or administrative proceeding, or in connection with any appellate proceedings) arising out of or in connection with any death, personal injury, property damage, loss of profits, earnings or wages, or any other damages whatsoever sustained, incurred or suffered (or alleged to have been sustained, incurred or suffered) by any person or entity as a result of or in connection with any activities of Buyer, its contractors, agents or employees. Buyer's obligations under the foregoing clauses (i) through (iii) shall not be extinguished or impaired by any termination of this Contract or the Closing.

(c) At any time prior to the expiration of the Inspection Period, Buyer shall have the right, in the exercise of its sole discretion, to reject the condition of the Property for any reason whatsoever (except any reason arising out of the state of title to the Property, for which Paragraph 5 hereof sets forth the parties' entire agreement) by giving written notice of such rejection to Seller, whereupon this Contract shall terminate, Escrow Agent shall return the Deposit to Buyer (after Buyer has delivered copies of all documents to Seller as provided for in Paragraph 4(d)(i) below and Buyer has provided Escrow Agent with written confirmation of the same) and Seller shall have no further obligations or liabilities hereunder. The immediately preceding sentence sets forth the sole remedies of Buyer in the event it declines to approve the condition of the Property, or any part thereof, pursuant to this Paragraph 4. If Buyer shall fail to give Seller such written notice of rejection prior to the expiration of the Inspection Period, Buyer shall be conclusively deemed to have waived its right under the terms of this Paragraph 4 to terminate this Contract, and Buyer shall at no time thereafter be entitled to a return of the Deposit, except as provided in Paragraph 5 below with respect to Seller's inability to cure an unpermitted title or survey exception, or, except as provided in Paragraph 13 below in the event of Seller's default.

(d) Notwithstanding any provision of this Contract to the contrary: (i) all of the costs and expenses of Buyer's investigation shall be borne solely by Buyer; (ii) in the event the Closing does not occur for any reason, Buyer shall immediately deliver to Seller, at no cost to Seller, all tests, surveys, plans, studies, permits, financial audits, reports and inspections conducted by or prepared for or in the possession of Buyer with respect to the Property, and (iii) Buyer shall not

permit any construction liens to attach to the Property by reason of the performance of any work or the purchase of any materials by Buyer or any other party in connection with any studies or tests conducted pursuant to this Paragraph 4.

5. Title Insurance. Within seventy-five (75) days after the Effective Date, ~~Seller~~ Buyer shall, at ~~Seller's~~ Buyer's sole expense, ~~furnish Buyer with~~ obtain a written commitment for the issuance of an owner's policy of title insurance on the Property (the "Commitment") in the full amount of the Purchase Price, issued by a nationally recognized title insurance company ("Title Company"), together with copies of all recorded exceptions to title disclosed thereby. Buyer shall furnish Seller with a copy of the commitment upon its receipt. The Commitment shall show Buyer as the proposed insured and shall show Seller as owner of the Property, subject to any exceptions so disclosed. Failure to timely deliver the Commitment shall not be considered a default hereunder, but the date of the Closing shall be postponed for the number of days by which delivery of the Commitment is late, if at all. For purposes of this Paragraph, Buyer shall be deemed to have received the Commitment on the date on which Buyer has received the last of the Commitment and copies of all recorded exceptions disclosed thereby; provided, however, that if, and to the extent, Buyer fails to notify Seller in writing via facsimile by 5:00 P.M. Eastern Standard Time, on the day next succeeding Buyer's receipt of the Commitment that copies of one or more of the recorded exceptions disclosed thereby were not received by Buyer with the Commitment, then Buyer shall be conclusively deemed to have received copies of all such exceptions contemporaneously with its receipt of the Commitment.

If the Commitment contains any exceptions that are not acceptable to Buyer in the exercise of Buyer's sole discretion (~~other than the "Permitted Exceptions" as hereinafter defined~~), then Buyer shall notify Seller in writing of such exceptions within ~~five (5)~~ ten (10) days of its receipt of the Commitment (any such exceptions of which Buyer gives Seller written notice within such ~~five (5)~~ ten (10) day period as aforesaid being hereinafter defined as "Unauthorized Exceptions"); provided, however, in no event shall Buyer have the right to object to (i) any of the title exceptions set forth on Exhibit "B" attached hereto and made a part hereof (the "Scheduled Exceptions"), or (ii) any standard exceptions whose deletion would necessitate the provision of a survey to the Title Company (collectively, the "Standard Survey Exceptions"). The Scheduled Exceptions and the Standard Survey Exceptions (subject to the provisions of Paragraph 6 hereof), together with any other exceptions to which Buyer does not object within such ~~five (5)~~ ten (10) day period as aforesaid, shall constitute "Permitted Exceptions" hereunder, and Buyer shall be conclusively deemed to have waived its right to object thereto. Seller shall have until the date of the Closing or additional reasonable time thereafter, at Seller's option, in which to use reasonable efforts to allow Title Company to remove any Unauthorized Exceptions; provided, however, Seller is not obligated to cure or attempt to cure any Unauthorized Exceptions. If Seller is unable or elects not to cause any Unauthorized Exceptions to be removed within the time period aforesaid, then: (a) Buyer may, at its option, elect to terminate this Contract and to secure the return of the Deposit, whereupon this Contract shall be null and void and Seller shall have no further obligations or liabilities hereunder; or (b) Buyer may elect to close the purchase and sale of the Property in the same manner as if no such Unauthorized Exceptions had arisen, without diminution in the Purchase Price, in which case such Unauthorized Exceptions shall be deemed to have become Permitted Exceptions for purposes of Paragraph 10 hereof. The immediately preceding sentence sets forth the sole remedies of Buyer in the case of Seller's failure to cure any Unauthorized Exceptions. Seller and Buyer shall each deliver

to Title Company incumbency certificates, resolutions, certificate of good standing, and other authorization documents requested by Title Company.

6. Survey. Buyer, at Buyer's sole cost and expense, may have the Property surveyed within twenty (20) days from the Effective Date by a licensed Florida surveyor selected by Buyer. Any such survey obtained by Buyer (the "Survey") shall be certified to Buyer, Seller and the Title Company, and shall be in form reasonably satisfactory to Title Company. In the event the Survey shows any encroachments on the Property, the improvements located on the Property encroach on other lands, or any gaps or gores, or other facts which prevent the elimination of the standard survey exception from the Commitment such matters shall be collectively referred to as the "Specific Survey Exceptions". Buyer shall deliver three (3) original signed and sealed copies of the Survey to the Title Company together with written notice of any Specific Survey Exceptions within said time period and such matters shall thereupon be deemed to be "Unauthorized Exceptions" subject to the applicable provisions of Paragraph 5 of this Contract; provided, however, that any Specific Survey Exceptions to which Buyer does not object in writing within such time period as aforesaid shall constitute "Permitted Exceptions" hereunder, and Buyer shall be conclusively deemed to have waived its right to object thereto.

7. Property Sold "As-Is"; Disclaimer of Warranties. BUYER ACKNOWLEDGES AND AGREES THAT THE PURCHASE AND SALE OF THE PROPERTY CONTEMPLATED BY THIS CONTRACT IS "AS-IS" WITH ALL FAULTS, PATENT AND LATENT, AND WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES OR REPRESENTATIONS AS TO MATTERS OF ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITIONS, PROPERTY VALUE, OPERATING HISTORY, OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY. BUYER REPRESENTS THAT IT IS A KNOWLEDGEABLE BUYER OF REAL ESTATE AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF BUYER'S CONSULTANTS, AND THAT BUYER WILL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND SHALL RELY UPON SAME, AND UPON CLOSING, SHALL ASSUME THE RISK OF ALL ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS. THIS CONTRACT IS NOT CONTINGENT ON BUYER'S OBTAINING FINANCING TO FUND THE PURCHASE PRICE AND NO CONDITIONS OR CONTINGENCIES EXIST WITH REGARD TO BUYER'S PERFORMANCE, EXCEPT AS EXPRESSLY STATED IN THIS CONTRACT. BUYER HEREBY RELEASES SELLER ITS AGENTS AND EMPLOYEES FROM ALL RESPONSIBILITY AND LIABILITY FROM ANY AND ALL LIABILITY, LOSS AND DAMAGE ARISING OR ACCRUING FROM ANY MATTER FOR WHICH SELLER DISCLAIMS LIABILITY PURSUANT TO THIS CONTRACT. Buyer acknowledges that Seller acquired the Property through foreclosure proceedings. By its acceptance of the deed to the Property at the closing, Buyer shall be conclusively deemed to have acknowledged and agreed that (i) it purchased the Property in "as-is, where-is" condition with all faults (patent and latent) and without any warranty or representation by Seller whatsoever, (ii) from and after Closing, Buyer shall indemnify Seller and hold Seller harmless from and against any and all loss, cost, expense, claim, demand or liability arising out of any acts or omissions of Buyer or

Buyer's agents, invitees, or employees with respect to all or any portion of the Property; (iii) no information or materials furnished to Buyer constitute or shall be deemed to constitute any representation or warranty of Seller, and (iv) Buyer has relied solely and exclusively on its independent investigations and inspections in making the decision to purchase the Property. The provisions of this Paragraph 7 shall survive the Closing.

8. Closing Date. This transaction shall be closed, the deed, other closing papers and possession delivered, and other balance of the purchase price paid on or before October 29, 2010, ("Closing Date"). Closing shall be held during normal business hours located at the office of the attorney designated by the party paying for the title insurance pursuant to Section 5.

9. Closing Costs. Buyer shall pay the premium for the owner's title insurance policy and all search costs incidental to issuance of the Commitment. Seller shall pay for documentary stamps on the deed. Buyer shall pay, for any new survey desired by Buyer, for recording the deed(s), and for any documentary stamps, intangible taxes, mortgagee title insurance policy, other costs associated with any financing secured by Buyer in connection with its purchase of the Property and any additional title insurance endorsements requested by Buyer. Seller and Buyer shall each pay their own attorneys' fees and legal assistants' fees in connection with negotiating and closing this transaction.

10. Conveyance. At the Closing, Seller agrees to (i) convey title to the Property by Special Warranty Deed free and clear of all liens or encumbrances except the Permitted Exceptions, (ii) transfer Seller's interest, if any, in any tangible personal property located on the Property pursuant to a Bill of Sale but without any warranty of title or any other warranties from Seller whatsoever "as is, where is with all faults" condition; and (iii) assign Seller's interest, if any, in any leases or agreements regarding rights of occupancy or use for any portion of the Property, if any, pursuant to an Assignment and Assumption of Leases without any warranty of title or any other warranties from Seller whatsoever "as is, where is with all faults".

11. Seller's Affidavits. At the Closing, Seller shall furnish Buyer with (a) a Non Foreign Affidavit stating that Seller is not a foreign entity and, therefore, not subject to withholding on this transaction; and (b) a Mechanic's Lien and Possession Affidavit stating either that there have been no improvements made to the Property pursuant to a contract with Seller during the ninety (90) days immediately preceding the date of the Closing, or if there have been any such improvements, that all lienors in connection therewith have been paid in full, and that there are no parties in possession of the Property except as specifically stated therein.

12. Buyer's Default. If Buyer fails to consummate the purchase and sale of the Property in accordance with the terms and conditions of this Contract or is otherwise in default hereunder, then the Deposit shall be delivered by Escrow Agent to and retained by Seller as agreed to and liquidated damages, and in full settlement of all claims by Seller for such failure or Seller may seek specific performance. These shall be Seller's sole remedies in the event of Buyer's breach or default hereunder.

13. Seller's Default. If Seller defaults in the performance of its obligations under this Contract, then, at the option of Buyer, (a) Buyer may terminate this Contract and, upon such termination, Buyer shall be entitled, on demand, to the return of the Deposit paid by Buyer, or

(b) Buyer shall have only the right of specific performance without diminution in the Purchase Price. These shall be the sole remedies of Buyer in the event of Seller's breach or default hereunder.

14. Attorneys' Fees. In the event either party is required to interpret or enforce this Contract against the other, the prevailing party in any litigation or other proceeding shall be entitled to recover, in addition to any other remedy, its reasonable attorneys' fees, legal assistants' fees and costs, and court costs, including those incurred on appeal and in bankruptcy or creditor's reorganization proceedings. This Contract shall be construed, governed, interpreted and enforced in accordance with the laws of the State of Florida. Exclusive venue for any proceeding for enforcement of this Contract shall be in Taylor County, Florida.

15. Prorations. The following items shall be prorated between Seller and Buyer as of the date of the Closing, assuming full discount as permitted by law:

(a) Real estate taxes, ad valorem taxes, school taxes, assessments and personal property, intangible and use taxes, if any.

(b) Sums paid by Seller for fuel, water and sewer service, and waste collection charges, and charges for gas, electricity, telephone, and all other public utilities, shall be prorated at the Closing to the extent such sums are collected. Seller shall pay all utility bills in Seller's name that are due as of the Closing Date. Buyer shall arrange for utility service in Buyer's name to commence on the Closing Date. Seller shall receive a credit at the Closing for any charges for utilities that are collectible from the tenants under any tenant leases, and Buyer shall pursue collection of such sums. Utility deposits previously paid by Seller shall be returned to Seller.

(c) All other expenses, revenues, assessments, and other proratable items shall be prorated as of the Closing Date.

All such amounts paid or payable in respect of, or otherwise allocable to, any period after the date of the Closing shall be the responsibility of Buyer, and all such amounts allocable to any prior period shall be the responsibility of Seller. In the event actual taxes for the year of the Closing are not known at the time of the Closing, then the proration shall be made on the basis of the prior year's taxes, with full discount as permitted by law, in final settlement of the parties' respective obligations for payment of actual taxes for the year of closing. The cash payment to be made at the Closing shall be increased or decreased as may be required by the proration of said items.

16. Brokerage Commissions. Buyer and Seller represent to each other that neither have dealt with an undisclosed Broker in connection with this transaction, and that no commission is due from Seller or Buyer to any person except as agree in writing by the party sought to be charged with such commission.

17. Casualty and Condemnation.

(a) The risk of loss or damage to any material improvements comprising a part of the Property by fire, casualty or otherwise (except condemnation, for which provision is made in subparagraph (b) below), prior to the Closing, is assumed by Seller. If any such damage does occur to such improvements, then Seller shall have the option to repair same and restore the affected

improvements to substantially their former condition at its sole expense, and the Closing date may be extended up to ninety (90) days to permit time for such repairs. If Seller is unable or unwilling to repair such damage or elects not to do so, it shall so notify Buyer, and Buyer may elect either: (i) to terminate this Contract and secure the return of the Deposit, whereupon this Contract shall be null and void and Seller shall have no further obligations or liabilities hereunder; or (ii) at Buyer's option, to close the purchase and sale of the Property without diminution in the Purchase Price, in which case Buyer shall be entitled to the benefit of all insurance proceeds (less any proceeds Seller may have used in repairing or restoring the affected improvements). These shall be Buyer's sole remedies in the event of any material unrepaired loss or damage to the Property.

(b) All risk of condemnation of the Property, and the loss therefrom, prior to the Closing, is assumed by Seller. In the event of any such threatened or pending condemnation: (i) Seller may terminate this Contract and return the Deposit to Buyer, whereupon this Contract shall be null and void and, Seller shall have no further obligations or liabilities hereunder; or (ii) Seller may elect to close the transaction contemplated hereby, but without diminution in the Purchase Price, in which case Buyer shall be entitled to the benefit of all condemnation proceeds, which Seller shall assign to Buyer at Closing.

18. Entire Agreement. No agreements, representations or warranties, unless expressly incorporated or set forth in this Contract, shall be binding upon any of the parties. Neither the Closing hereunder nor any termination of this Contract shall extinguish or otherwise impair (i) any indemnification obligations for which provision is made herein, regardless of whether or not the provision imposing any such obligation expressly so states, or (ii) any representation, warranty or other obligation which, under the terms of this Contract, is expressly intended to survive the Closing or earlier termination hereof. This Contract may be amended only by written agreement signed by Seller and Buyer.

19. Successors and Assigns; Singular and Plural Usages. The covenants contained herein shall bind, and the benefits and advantages shall inure to, the respective heirs, personal representatives, successors and permitted assigns of the parties hereto. At any time after delivering the Deposit to Escrow Agent, Buyer may assign this Contract, without Seller's consent, to any organization, corporation, partnership or entity, to which Buyer is a partner, principal or shareholder; provided, however, no such assignment shall be binding on Seller until it has received written notice of such assignment from Buyer, and in no event shall any such assignment relieve Buyer of any obligations or liabilities hereunder. Whenever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

20. Notification. Any notice or demand which under the terms of this Contract, or any law or statute, must or may be given or made by the parties hereto shall be made in writing and shall be deemed to have been given and received: (a) three (3) days after deposited in United States mail, certified with postage prepaid, return receipt requested, or (b) one (1) business day after deposited with a nationally recognized courier service (such as Federal Express), courier fees prepaid, in any event delivered or addressed, as the case may be, to the respective parties at the following addresses:

To Seller:

CAPITAL CITY BANK
Post Office Box 900
Tallahassee, Florida 32302

Attn: Emory Mayfield
Telephone: 850-402-7965
Facsimile: 850-402-7729

With Copy To:

Ausley & McMullen, P.A.
Post Office Box 391
Tallahassee, Florida 32302

Attn: Gerald C. Thomas, Esq.
Telephone: 850-224-9115
Facsimile: 850-222-7560

To Buyer:

With Copy To:

Attn: _____
Telephone: _____
Facsimile: _____

Attn: _____
Telephone: _____
Facsimile: _____

Such addresses may be changed by the giving of written notice as provided in this Paragraph.

21. Escrow Instructions. Escrow Agent shall incur no liability whatsoever in connection with its performance as Escrow Agent hereunder. The parties hereby jointly and severally release and waive any claims they may have against Escrow Agent which may result from its performance in of such function hereunder, specifically including, but not limited to, any delay in the electronic wire transfer of funds. In its capacity as Escrow Agent hereunder, Escrow Agent shall be liable only for loss or damage caused directly by its acts of gross negligence or intentional misconduct while performing the duties attendant thereto. In the event of any disagreement between the parties resulting in conflicting instructions to, or adverse claims or demands upon, Escrow Agent with respect to the release of any escrowed funds or documents, Escrow Agent may refuse to comply with any such instruction, claim or demand so long as such disagreement shall continue, and in so refusing Escrow Agent shall not be obligated to release such funds or documents. Escrow Agent shall not be or become liable in any way for its failure or refusal to comply with any such conflicting instructions, or adverse claims or demands, and it shall be entitled to continue to refrain from acting until such conflicting instructions, or adverse claims or demands (i) have been adjusted by agreement and Escrow Agent has been notified in writing thereof by the parties, or (ii) have finally been determined in a court of competent jurisdiction. In the alternative, Escrow Agent shall have the right to interplead the Deposit and any Additional Deposits with the Clerk of the Circuit Court of Hillsborough Taylor County, Florida, and upon notifying both Seller and Buyer of such action, all liability of Escrow Agent hereunder shall terminate, except to the extent of accounting for the Deposit. Buyer acknowledges that Escrow Agent has acted as Seller's legal counsel in connection with the negotiation and preparation of this Contract, and agrees that Escrow Agent's capacity as escrow agent hereunder shall not disqualify Escrow Agent from representing Seller in connection with any matters evidenced or contemplated hereby or related hereto, including any litigation arising hereunder. In the event of any suit between Seller and Buyer wherein Escrow Agent is made a party by virtue of acting as escrow agent hereunder, or in the event of any suit wherein Escrow Agent

interpleads the Deposit, Escrow Agent shall be entitled to recover reasonable fees (including but not necessarily limited to fees for the services of attorneys and legal assistants) and costs incurred, with such fees and costs to be charged and assessed as court costs in favor of the prevailing party.

22. Time. Time is of the essence of this Contract and of each of its provisions.

23. Offer Only; Effective Date. This Contract, until executed by both parties hereto, is only an offer of the party first executing the same, and shall not be considered effective until and unless a copy of this Contract executed by both parties, together with the Deposit, is received by Escrow Agent. The date this Contract has been executed by both parties shall be the "Effective Date" hereof for all purposes. All references herein to the date of this Contract shall mean the Effective Date. Notwithstanding the foregoing provisions of this Paragraph 23 or anything else contained herein to the contrary, if a copy of this Contract executed by both parties, together with the Deposit, has not been received by the Escrow Agent within five (5) ten (10) business days after the first party executes this Contract, then the Seller may, at its option, terminate this Contract, in Seller's sole and absolute discretion at any time, whereupon this Contract shall automatically become null and void and of no further force or effect, the Deposit shall be returned to Buyer, and neither party shall any further rights, liabilities or obligations hereunder.

24. Multiple Originals. This Contract may be executed by facsimile and in multiple counterparts, each of which shall be deemed for all purposes to be an original, but all of which shall constitute one and the same contract.

25. Back-Up Contracts. During the term of this Contract, Seller shall NOT solicit back-up offers for sale.

26. Radon Gas. As required by applicable Florida statute, Seller hereby discloses to Buyer the following: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first above written.



Attest:

Annie Mae Murphy
Annie Mae Murphy, Clerk

As to Buyer

BUYER:

TAYLOR COUNTY ("COUNTY")

By: Mark Wiggins
Mark Wiggins, CHAIRMAN
TAYLOR COUNTY COMMISSION
Date: Aug. 6th, 2010

Signed, sealed and delivered in the presence of: **SELLER:**

Wilona D.
Print Name: Wilona D. Lawrence

Alison M. Allen
Print Name: Alison M. Allen

CAPITAL CITY BANK

By: Emory Mayfield
Name: Emory Mayfield, Jr.
Its: SVP

Date: August 26, 2010

As to Seller

EXHIBIT "A"

Parcel 1:

Those 28 parcels shown on the Plat of Steinhatchee Shores & Ideal Marina Subdivision, as recorded in Plat Book 1, Page (s) 215, of the Public Records of Taylor County, Florida, having been assigned the following tax identification numbers:

09995-000, 09995-001, 09995-002, 09995-003,
09995-004, 09995-005, 09995-006, 09995-007,
09995-008, 09995-009, 09995-010, 09995-011,
09995-012, 09995-013, 09995-014, 09995-015,
09995-016, 09995-017, 09995-018, 09995-019,
09995-020, 09995-021, 09995-022, 09995-023,
09995-024, 09995-025, 10001-000, 10002-000

Together with:

Boat Slips One (1) through Fifty-Nine (59), the Docks at Steinhatchee Shores, according to and subject to the Declaration of Covenants, Conditions and Restrictions of the Docks at Steinhatchee shores, as recorded in Official Records Book 610, Page 83, of the Public Records of Taylor County, Florida

EXHIBIT "B"

[SCHEDULED EXCEPTIONS]

1. General or special taxes and assessments for the year of closing and all subsequent years.
2. Zoning, land use, and other governmental restrictions.
3. Public utility easements and reservations of record that do not affect the marketability of title.
4. All matters shown on the Plat of Steinhatchee Shores & Ideal Marina Subdivision, as recorded in Plat Book 1, Page (s) 215, of the Public Records of Taylor County, Florida.
5. The Declaration of Covenants, Conditions and Restrictions of the Docks at Steinhatchee shores, as recorded in Official Records Book 610, Page 83, of the Public Records of Taylor County, Florida
6. The Declaration of Covenants, Conditions and Restrictions of Steinhatchee Shores, as recorded in Official Records Book 610, Page 61, of the Public Records of Taylor County, Florida

ADDENDUM TO CONTRACT FOR SALE AND PURCHASE

This Addendum to Contract for Sale and Purchase (the "Addendum") is made part of that certain CONTRACT FOR SALE AND PURCHASE (the "Original Contract") of even date herewith by and between by and between CAPITAL CITY BANK, having a mailing address of Post Office Box 900, Tallahassee, Florida 32302 (hereinafter referred to as "Seller"), and TAYLOR COUNTY, a political subdivision of the State of Florida (hereinafter referred to as "Buyer") (together, the Original Contract as modified by this Addendum shall be referred to herein as the "Contract"). In the event of a conflict or inconsistency between this Addendum and the Original Contract, the terms and conditions of this Addendum shall be deemed controlling. Unless otherwise indicated, capitalized terms used in this Addendum shall have the same meaning as given to such terms in the Original Contract. In addition to the obligations of Seller and Buyer contained in the Original Contract, Seller and Buyer hereby agree as follows:

1. Deposit. The Deposit will be Seventy-Five Thousand and No/100 Dollars (\$75,000.00).
2. Inspection Period. The Inspection Period will be from the Effective Date until 5:00 P.M. Eastern Standard Time on November 25, 2010.
3. Option Fee. In consideration of Ten and No/100ths (\$10.00) Dollars in hand paid, the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree that Buyer has and shall have the exclusive option to purchase the Property in accordance with the terms of the Contract for the period of time represented by the Inspection Period, and, in consideration for such option, Buyer agrees that the entire \$75,000 of the Deposit shall be considered automatically converted to and deemed to be a non-refundable "Option Fee" as of the Effective Date. The monies of the Option Fee will not be deemed part of the Deposit for purposes of the Contract and will not be refundable to Buyer for any reason. If the Contract is terminated by Buyer during the Inspection Period or if Buyer fails to close on the Contract for any reason whatsoever, including, without limitation, failure of Seller to re-negotiate the Purchase Price, then Escrow Agent shall be instructed to forward the Option Fee to Seller, and in such event, Seller will retain any and all of the Option Fee.
4. Credit to Purchase Price. If Buyer closes pursuant to the terms of this Contract, the Option Fee shall be applied to the Purchase Price.
5. Entire Agreement. No agreements, representations or warranties, unless expressly incorporated or set forth in the Original Contract or this Addendum, shall be binding upon any of the parties.
6. Multiple Originals. This Contract may be executed by facsimile and in multiple counterparts, each of which shall be deemed for all purposes to be an original, but all of which shall constitute one and the same contract.

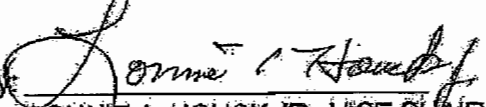
[SIGNATURES INTENTIONALLY PLACED ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, this Addendum to Contract for Sale and Purchase has been executed by the parties hereto as of the dates set forth hereinafter.

BUYER:

TAYLOR COUNTY ("COUNTY")

By:


LONNIE A. HOUCK JR., VICE CHAIR
TAYLOR COUNTY COMMISSION

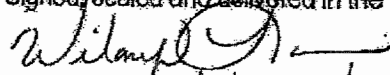
Date: Aug. 25, 2010

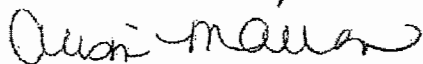
Attest: *Annie Mae Murphy*

Annie Mae Murphy, Clerk

As to Buyer

Signed/sealed and delivered in the presence of:

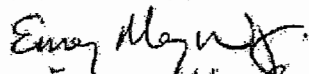

Print Name: Wilma D. Lawrence


Print Name: Alison M. Allen

As to Seller

SELLER:

CAPITAL CITY BANK

By: 
Name: Emory Mayfield, Jr.
Its: SVP

Date: August 26, 2010

BOARD OF COUNTY COMMISSIONERS

VENDOR NO.

6434

CHECK NO.

40604

Account	Purchase Order	Invoice Number	Amount	Description
0451 56100		DEPOSIT/LAND	75,000.00	DEPOSIT/PROPERTY-STET

6434

CAPITAL CITY BANK

CHECK DATE

08/25/10

CHECK NO.

40604

BOARD OF COUNTY COMMISSIONERS

TAYLOR COUNTY, FL

P.O. BOX 620

PERRY, FL 32348

GENERAL FUND

WACHOVIA BANK, N.A.

PERRY, FL 32347

6434

0078

AMOUNT

\$ 75,000.00

VOID AFTER 60 DAYS

GENERAL FUND

PAY THE SUM OF *****75000* DOLLARS AND *NO* CENTS

TO THE
ORDER
OF

CAPITAL CITY BANK

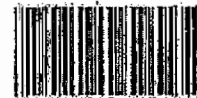
P.O. BOX 900

TALLAHASSEE FL 32302

MLM
 CHAIR
Annie Mae Murphy
 CLERK

⑈40604⑈

⑈08100002⑈ 2578300000648⑈



BOARD OF COUNTY COMMISSIONERS

TAYLOR COUNTY, FL

PO BOX 620

PERRY, FL 32348

CAPITAL CITY BANK

P.O. BOX 900

TALLAHASSEE FL 32302

The Bishop Law Firm, P.A.
Attorneys at Law

CONRAD C. BISHOP, JR.
CONRAD C. "SONNY" BISHOP, III
ERNIE PAGE, IV

POST OFFICE BOX 167
411 N. WASHINGTON STREET
PERRY, FLORIDA 32348

(850) 584-6113
FAX (850) 584-2433

October 6, 2010

Mr. Jack Brown
County Administrator
201 East Green St.
Perry, FL 32347

Re: Purchase of property by the County

Dear Jack:

Please find enclosed a copy of Chapter 125.355 Florida Statutes. It appears that if the purchase is all open to the public and you don't use the exemption pursuant to the above statutes, what you have done in the above,

1. Gotten an appraisal
2. Having the appraisal approved.

This seems to be sufficient.

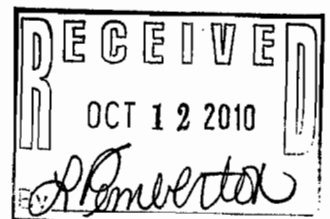
Thank you and I hope you are doing fine.

Respectfully,


Conrad C. Bishop, Jr.

CCB/jr

cc: Hon. Annie Mae Murphy



Negotiate the lease of an airport or seaport facility.

Modify or extend an existing lease of real property for an additional term not to exceed 25 years, where the improved value of the lease has an appraised value in excess of \$20 million; or

Lease a professional sports franchise facility financed by revenues received pursuant to s. 125.0104 s. 212.20.

Under such terms and conditions as negotiated by the board.

(c) No sale of any real property shall be made unless notice thereof is published once a week for at least 2 weeks in some newspaper of general circulation published in the county, calling for bids for the purchase of the real estate so advertised to be sold. In the case of a sale, the bid of the highest bidder complying with the terms and conditions set forth in such notice shall be accepted, unless the board of county commissioners rejects all bids because they are too low. The board of county commissioners may require a deposit to be made or a surety bond to be given, in such form or in such amount as the board determines, with each bid submitted.

(2) When the board of county commissioners finds that a parcel of real property is of insufficient size and shape to be issued a building permit for any type of development to be constructed on the property or when the board of county commissioners finds that the value of a parcel of real property is \$15,000 or less, as determined by a fee appraiser designated by the board or as determined by the county property appraiser, and when, due to the size, shape, location, and value of the parcel, it is determined by the board that the parcel is of use only to one or more adjacent property owners, the board may effect a private sale of the parcel. The board may, after sending notice of its intended action to owners of adjacent property by certified mail, effect a sale and conveyance of the parcel at private sale without receiving bids or publishing notice; however, if, within 10 working days after receiving such mailed notice, two or more owners of adjacent property notify the board of their desire to purchase the parcel, the board shall accept sealed bids for the parcel from such property owners and may convey such parcel to the highest bidder or may reject all offers.

(3) As an alternative to subsections (1) and (2), the board of county commissioners may by ordinance prescribe disposition standards and procedures to be used by the county in selling and conveying any real or personal property and in leasing real property owned by the county. The standards and procedures must provide at a minimum for:

(a) Establishment of competition and qualification standards upon which disposition will be determined.

(b) Reasonable public notice of the intent to consider disposition of county property and the availability of copies of the standards. Reasonableness of the notice is to be determined by the efficacy and efficiency of the means of communication used.

(c) Identification of the form and manner by which an interested person may acquire county property.

(d) Types of negotiation procedures applicable to the selection of a person to whom county properties may be disposed.

(e) The manner in which interested persons will be notified of the board's intent to consider final action at a regular meeting of the board on the disposition of a property and the time and manner for making objections.

(f) Adherence in the disposition of real property to the governing comprehensive plan and zoning ordinances.

History.—s. 1, ch. 23829, 1947; s. 1, ch. 70-388; s. 1, ch. 77-475; s. 1, ch. 81-87; s. 1, ch. 83-100; s. 1, ch. 86-105; s. 2, ch. 89-103; s. 2, ch. 95-416; ss. 1, 2, ch. 99-190; s. 1, ch. 2001-252; ss. 56, 79, ch. 2002-402.

125.355 Proposed purchase of real property by county; confidentiality of records; procedure.—

(1)(a) In any case in which a county, pursuant to the provisions of this section, seeks to acquire by purchase any real property for a public purpose, every appraisal, offer, or counteroffer must be in writing. Such appraisals, offers, and counteroffers shall not be available for public disclosure or inspection and are exempt from the provisions of s. 119.07(1) until an option contract is executed or, if no option contract is executed, until 30 days before a contract or agreement for purchase is considered for approval by the board of county commissioners. If a contract or agreement for purchase is not submitted to the board of county commissioners for approval, the exemption from s. 119.07(1) will expire 30 days after the termination of negotiations. The county shall maintain complete and accurate records of every such appraisal, offer, and counteroffer. For the purposes of this section, the term "option contract" means a proposed agreement by the county to purchase a piece of property, subject to the approval of the local governing body at a public meeting after 30 days' public notice. The county will not be under any obligation to exercise the option unless the option contract is approved by the governing body at the public hearing specified in this section.

(b) If the exemptions provided in this section are utilized, the governing body shall obtain at least one appraisal by an appraiser approved pursuant to s. 253.025(6)(b) for each purchase in an amount of not more than \$500,000. For each purchase in an amount in excess of \$500,000, the governing body shall obtain at least two appraisals by appraisers approved pursuant to s. 253.025(6)(b). If the agreed purchase price exceeds the average appraised price of the two appraisals, the governing body is required to approve the purchase by an extraordinary vote. The governing body may, by ordinary vote, exempt a purchase in an amount of \$100,000 or less from the requirement for an appraisal.

(c) Notwithstanding the provisions of this section, any county that does not choose with respect to any specific purchase to utilize the exemptions from s. 119.07(1) provided in this section may follow any procedure not in conflict with the provisions of chapter 119 for the purchase of real property which is authorized in its charter or established by ordinance.

(2) Nothing in this section shall be interpreted as providing an exemption from, or an exception to, s. 286.011.

History.—s. 1, ch. 84-298; s. 1, ch. 87-60; s. 1, ch. 88-315; s. 32, ch. 90-360; s. 8, ch. 94-240; s. 44, ch. 96-406.

125.37 Exchange of county property.—Whenever, in the opinion of the board of county commissioners, the county holds and possesses any real property, not needed for county purposes, and such property may be to the best interest of the county exchanged for other real property, which the county may desire to acquire for county purposes, the said board of county commissioners of any county is authorized and empowered to make such an exchange. Provided, however, before any exchange of property shall be effected, a notice, setting forth the terms and conditions of any such exchange of property, shall be first published, once a week for at least 2 weeks, in a newspaper of general circulation published in the county, before the adoption by the board of county commissioners of a resolution authorizing the exchange of properties.

History.—s. 3, ch. 23829, 1947.

125.379 Disposition of county property for affordable housing.—

(1) By July 1, 2007, and every 3 years thereafter, each county shall prepare an inventory list of all real property within its jurisdiction to which the county holds fee simple title that is appropriate for use as affordable housing. The inventory list must include the address and legal description of each such real property and specify whether the property is vacant or improved. The governing body of the county must review the inventory list at a public hearing and may revise it at the conclusion of the public hearing. The governing body of the county shall adopt a resolution that includes an inventory list of such property following the public hearing.

(2) The properties identified as appropriate for use as affordable housing on the inventory list adopted by the county may be offered for sale and the proceeds used to purchase land for the development of affordable housing or to increase the local government fund earmarked for affordable housing, or may be sold with a restriction that requires the development of the property as permanent affordable housing, or may be donated to a nonprofit housing organization for the construction of permanent affordable housing. Alternatively, the county may otherwise make the property available for use for the production and preservation of permanent affordable housing. For purposes of this section, the term "affordable" has the same meaning as in s. 420.0004(3).

History.—s. 1, ch. 2006-69.

125.38 Sale of county property to United States, or state.—If the United States, or any department or agency thereof, the state or any political subdivision or agency thereof, or any municipality of this state, or corporation or other organization not for profit which may be organized for the purposes of promoting community interest and welfare, should desire any real or personal property that may be owned by any county of this state or by its board of county commissioners, for public or

community interest and welfare, then the United States, or any department or agency thereof, state or such political subdivision, agency, municipality, corporation or organization may apply to the board of county commissioners for a conveyance or lease of such property. Such board, if satisfied that such property is required for such use and is not needed for county purposes, may thereupon convey or lease the same at private sale to the applicant for such price, whether nominal or otherwise, as such board may fix, regardless of the actual value of such property. The fact of such application being made, the purpose for which such property is to be used, and the price or rent therefor shall be set out in a resolution duly adopted by such board. In case of a lease, the term of such lease shall be recited in such resolution. No advertisement shall be required.

History.—s. 4, ch. 23829, 1947.

125.39 Nonapplicability to county lands acquired for specific purposes.—The provisions of this law shall not be construed to cover the sale or disposition of any land conveyed to any county for a specific purpose and containing a reversionary clause whereby said land shall revert to the grantor or grantors upon failure to use said real property for such purpose.

History.—s. 5, ch. 23829, 1947; s. 1, ch. 73-260; s. 29, ch. 73-332.

125.411 Conveyance of land by county.—

(1) Deeds of conveyance of lands, the title to which is held by any county or in the name of its board of county commissioners, may be in substantially the following form:

THIS DEED, made this ____ day of ____, (year) ____, by ____ County, Florida, party of the first part, and ____ party of the second part, WITNESSETH that the said party of the first part, for and in consideration of the sum of \$____ to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained and sold to the party of the second part, his or her heirs and assigns forever, the following described land lying and being in ____ County, Florida:

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair or Vice Chair of said board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST: ____ Clerk (or Deputy Clerk of Circuit Court)
____ County, Florida

By its Board of County Commissioners
By ____ Chair (or Vice Chair)

(2) No such deed of conveyance shall be required to be witnessed or acknowledged, but shall be entitled to record when properly executed.

(3) All deeds of conveyance by any county or by its board of county commissioners shall convey only the interest of the county and such board in the property

LaWanda Pemberton

From: Tammy Taylor [ttaylor@taylorclerk.com]
Sent: Wednesday, October 06, 2010 2:29 PM
To: LaWanda Pemberton
Cc: Jack Brown
Subject: BCC budget transfer approval for balance due
Attachments: boat ramp0001.pdf

Importance: High

LaWanda-

Please see my calculations attached. Unless there is other information that I am not aware of, we will be **short** in the Steinhatchee Boart Ramp budget by approximately **\$658,000 at the time the payment is due** and payable by the BCC. This includes the overall amendment for the balance of FYE09/2010 funding already designated. It does not include the potential (?) grant funds in the amount of \$600K, intended to assist with the cost of the land purchase. Until that grant is awarded, we can't include those funds in the budget. Therefore, the **BCC will need to also approve a transfer from "GF Reserve for Capital Improvements" (or other designated area) for the balance needed to pay for the land purchase.** If we are awarded the grant, then the reserves can be replenished. If you/Jack will please add this to the agenda with the agenda item regarding payment of the land?

Thanks-

Tammy

Tammy Taylor

From: LaWanda Pemberton [lawanda.pemberton@taylorcountygov.com]
Sent: Tuesday, October 05, 2010 3:13 PM
To: Tammy Taylor
Subject: RE: 8-17-10 FBIP Application Ideal.pdf

This would be part of the payment in full. A down payment of \$75,000 has been made already.

LaWanda Pemberton
Assistant County Administrator
Taylor County Board of County Commissioners
201 E. Green Street
Perry, FL 32347
Telephone: (850) 838-3500 ext. 7
Fax: (850) 838-3501
admin.assist@taylorcountygov.com

Please note: Florida has a very broad public records law. Most written communications to and from public officials regarding public business are available to the media and public upon request. Your email communications may be subject to public disclosure.

From: Tammy Taylor [mailto:ttaylor@taylorclerk.com]
Sent: Tuesday, October 05, 2010 2:13 PM
To: LaWanda Pemberton
Subject: RE: 8-17-10 FBIP Application Ideal.pdf

Just so I understand....this is the \$600,000 the Board intends to use for the down-payment that will be made at the next meeting?

From: LaWanda Pemberton [mailto:lawanda.pemberton@taylorcountygov.com]
Sent: Tuesday, October 05, 2010 12:25 PM
To: Tammy Taylor
Subject: 8-17-10 FBIP Application Ideal.pdf

Attached is the application packet for the FBIP grant for the Ideal Marina Acquisition. The grant award is in November. More information to follow !

LaWanda

→ Short \$658,000

2,540,000	purchase price
(75,000)	of land
	payment previously made
	(8/25/10 down payment)
<u>\$2,465,000</u>	Balance Due on
	Land Purchase
<u>\$1,807,000</u>	Budget for 2011