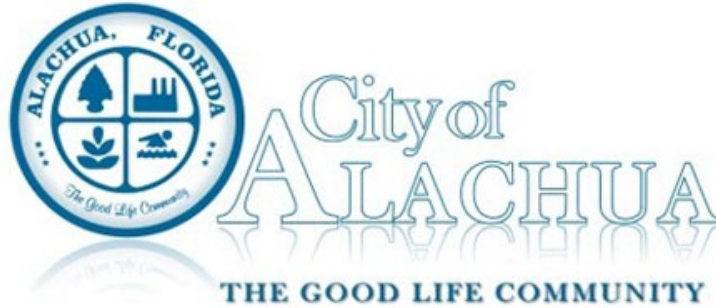




Mayor Gib Coerper
Vice Mayor Edward Potts
Commissioner Shirley Green Brown
Commissioner Dayna Miller
Commissioner Jennifer Ringersen

City Manager Mike DaRoza
City Attorney Marian Rush

The City Commission will conduct a
Regular City Commission Meeting
At 6:00 PM

to address the item(s) below.

Meeting Date: August 26, 2024

Meeting Location: James A. Lewis City Commission Chambers
15100 NW 142 Terrace
Alachua, FL 32615

City Commission Meeting

Notice given pursuant to Section 286.0105, Florida Statutes. In order to appeal any decision made at this meeting, you will need a verbatim record of the proceedings. It will be your responsibility to ensure such a record is made.

CALL TO ORDER

INVOCATION

PLEDGE TO THE FLAG

APPROVAL OF THE AGENDA

APPROVE READING OF PROPOSED ORDINANCES AND RESOLUTIONS BY TITLE ONLY

I. SPECIAL PRESENTATIONS

A) AN OVERVIEW OF INTIMATE PARTNER VIOLENCE AND PEACEFUL PATHS' SERVICE

B) FISCAL ANALYSIS REPORT FOR FY 2023-2024 THROUGH JULY 31, 2024

II. COMMENTS FROM CITIZENS ON SUBJECTS NOT ON THE AGENDA

(Please Limit to 3 Minutes. Any citizen who is unable to speak at this time will have an opportunity to speak at the end of the meeting)

III. COMMITTEE REPORTS/COMMITTEE APPOINTMENTS/CITY ANNOUNCEMENTS

IV. PUBLIC HEARINGS AND ORDINANCES

(Presentations, other than the applicant, please limit to 3 Minutes)

- A) ORDINANCE 24-09, SECOND READING: AN ORDINANCE OF THE CITY OF ALACHUA, FLORIDA, EXTENDING THE CORPORATE LIMITS OF THE CITY OF ALACHUA, FLORIDA, TO INCLUDE CERTAIN LANDS LYING CONTIGUOUS TO THE EXISTING CORPORATE LIMITS OF THE CITY (TAX PARCEL 03044-001-002); PROVIDING THAT ALL EXISTING LAWS, ORDINANCES, RULES AND REGULATIONS SHALL APPLY IN SAID AREA; PROVIDING THAT THE PROPERTY LAND INHABITANTS ARE SUBJECT TO EXISTING INDEBTEDNESS AND LIABLE FOR TAXATION; PROVIDING AN EFFECTIVE DATE (LEGISLATIVE HEARING). ()**
- B) VACATION AND ABANDONMENT OF PARK IN KINGSLAND SUBDIVISION AND ORDINANCE 24-11, SECOND READING (COMMUNITY ENHANCEMENT FUNDING SOURCE - GENERAL FUND)**
- C) ORDINANCE 24-10, SECOND READING; AMENDING CODE SECTION 38 - UTILITY RATES (ECONOMIC DEVELOPMENT QUALITY OF LIFE COMMUNITY ENHANCEMENT FUNDING SOURCE - WATER FUND FUNDING SOURCE - WASTE WATER FUND FUNDING SOURCE - OTHER)**

V. AGENDA ITEMS

- A) RED SPEED SCHOOL ZONE ENFORCEMENT CONTRACT**

VI. COMMENTS FROM CITIZENS ON SUBJECTS NOT ON THE AGENDA

(Please Limit to 3 Minutes. Any citizen who did not speak during the Citizen Comments period at the beginning of the meeting may do so at this time.)

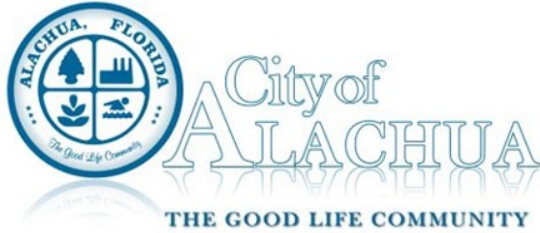
VII. COMMENTS FROM CITY MANAGER AND CITY ATTORNEY

VIII. COMMISSION COMMENTS/DISCUSSION

ADJOURN

CONSENT AGENDA ITEMS

- A) FISCAL YEAR 2023-2024 WRITE OFFS**
- B) PURCHASE OF ALTEC BUCKET TRUCK, MODEL TA60 4X4**



Commission Agenda Item

MEETING DATE: August 26, 2024

SUBJECT: An Overview of Intimate Partner Violence and Peaceful Paths' Service

PREPARED BY: LeAnne Williams

RECOMMENDED ACTION:

Receive the presentation.

Summary

Crystal Sorrow, Interim CEO, and Hannah Thompson, Interim Director of Education and Youth Services of Peaceful Path will define Intimate Partner Violence (IPV) and examine the dynamics of relational abuse through the power and control wheel. They will address the prevalence rates of Intimate Partner Violence through statistics, taking high-risk populations and the characteristics of abusers into account. They will provide a presentation describing the services provided at Peaceful Paths, how to support survivors, and how to bolster our agency's mission of saving lives and creating change.

FINANCIAL IMPACT

ADDITIONAL FINANCIAL INFORMATION

ATTACHMENTS

1. Alachua City Commission 2024
2. Agency Brochure

PEACEFUL PATHS

Crystal Sorrow

Interim CEO

csorrow@peacefulpaths.org

Hannah Thompson

Interim Director Education and Youth Services

hannaht@peacefulpaths.org



We exist to save lives and create change.

It is our goal to provide every survivor with safety, support, and a path to self-sufficiency as they move toward their individual goals for stable housing, financial independence, and employment.



Domestic Violence



Domestic violence is a pattern of coercive, controlling behaviors designed to exert power and control over a person in an intimate relationship through the use of intimidation, threat, physical or psychological harm, or harassment.

Intimate partner violence is the updated term that is more inclusive of all types of relationships, including same sex partnerships, dating relationships, and previous partners.

National Statistics



**20,000 phone calls
are placed to
domestic violence
hotlines daily**



**20 people per minute
are physically abused
by an intimate
partner**



**19% of
domestic
violence
involves a
weapon**



**Intimate partner
violence accounts
for 15% of all
violent crime**

Victim Risk Factors

Nearly **one in three** women in the United States reports experiencing violence by a current or former spouse or boyfriend at some point in her life.

It means that the least safe place for women in America is their own home.



Gender:

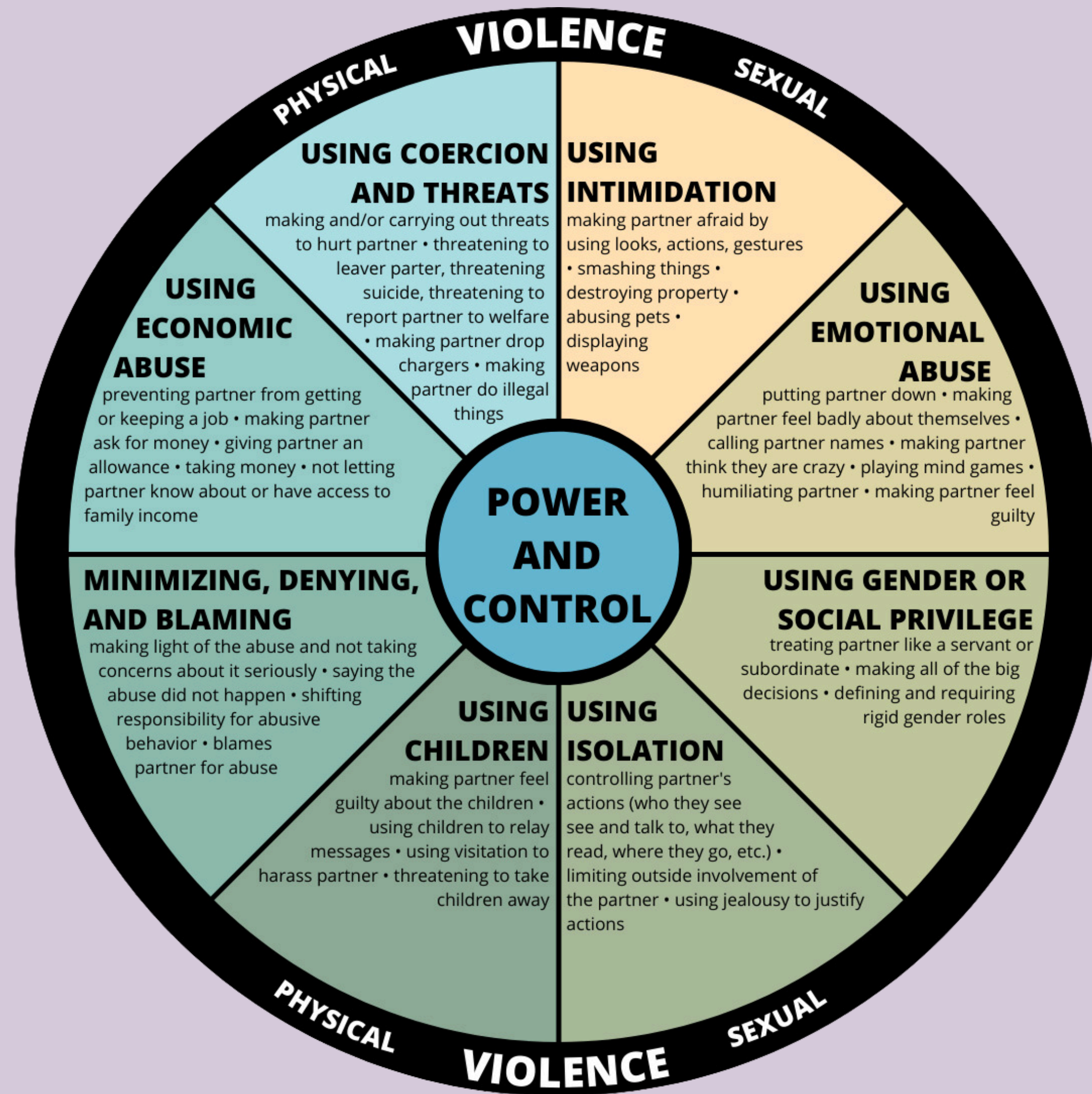
Women of all ages are at risk for domestic and sexual violence, and those **aged 20 to 24** are at the greatest risk of experiencing nonfatal intimate partner violence.

Women **over 45** are more likely to experience poverty, homelessness and chronic illness as a result of DV.

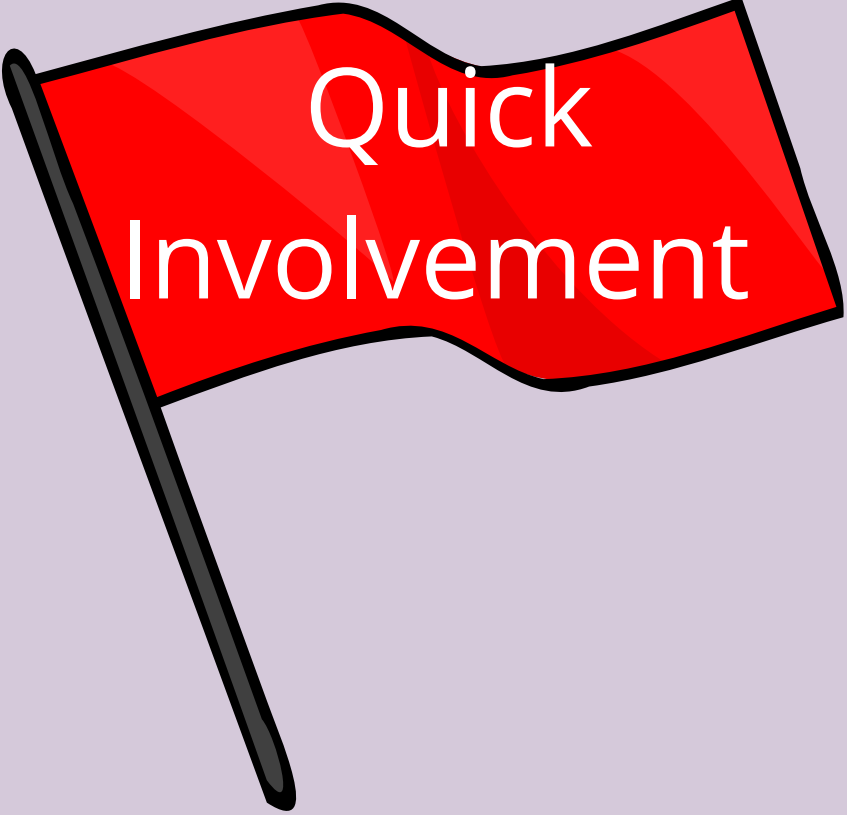
Women of color experience IPV at a rate **30-50%** higher than white women.

Women are much more likely than men to be victimized by a current or former intimate partner.

The power and control wheel



Red Flags



Quick
Involvement



Jealousy



Heavy
Monitoring



Belittling



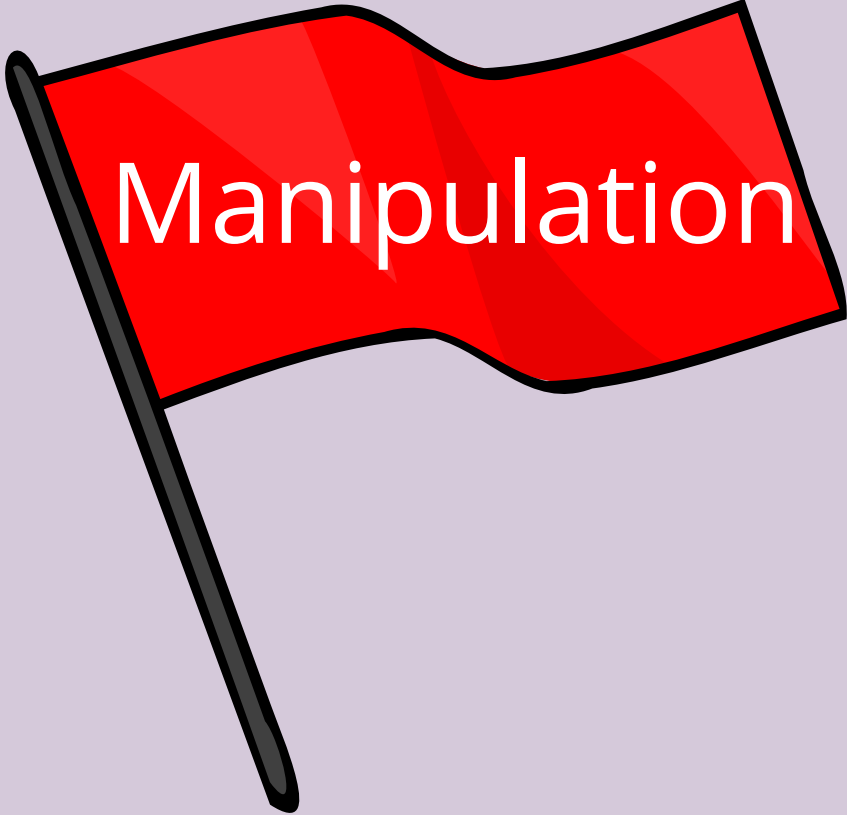
Volatility



Rigid gender
roles

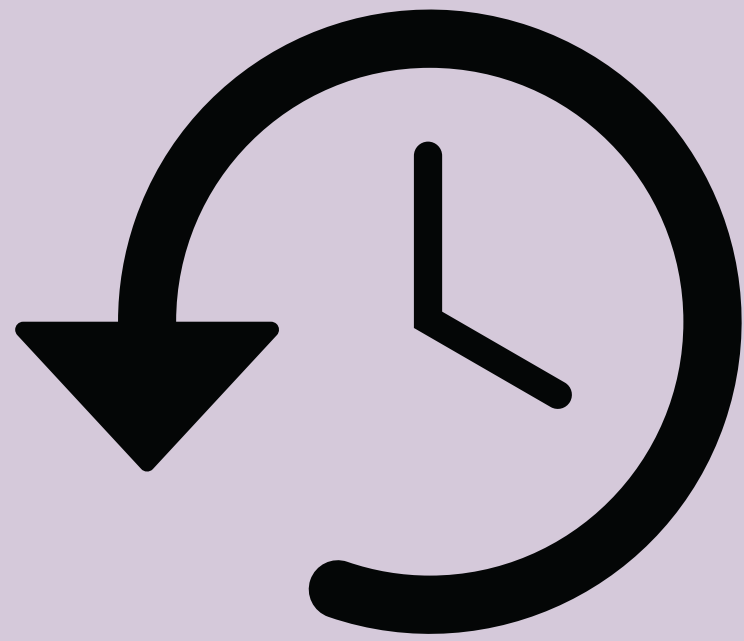


Guilt



Manipulation

Risk Factors for Batterers: History



Previous acts of violence are the biggest predictor of whether or not an abuser will perpetrate an act of violence, be it sexual assault, stalking, or domestic violence.

A recent study found that individuals with a history of physical violence against their partners are **13 times** more likely to commit future acts of physical aggression compared to persons who have never committed this form of physical abuse.

Why stay?

"Why do they
put up with
that?"

"No. Why did
their partner
choose to be
abusive?"



- No one does anything to cause abuse.
- It is not the survivor's fault if they are experiencing abuse!
- Be mindful of the language you use and avoid judging or blaming survivors

Barriers to Leaving:

- This is someone they love and have built a life with
- They may believe the abuse is temporary, that it "*won't happen again*" or that the abuser can change.
- They may feel a responsibility to "*keep the family together*" for children or religious reasons.
- Fear of more severe abuse, retaliation, or stalking.
- Fear of police involvement, loss of custody, or harm to reputation
- The abuser may threaten to harm themselves, children, family, friends, etc.
- Financial constraints/financial abuse

**The first year
after a survivor
leaves is the
most dangerous!**





A person with dark skin and curly hair, wearing an orange shirt, is shown in a thinking pose with their hand on their chin. Several thought bubbles and question marks float around them. The bubbles contain text about various life challenges, and there are three teal question marks floating near the person's head.

Sustainable
housing?

Child Care?
Schooling?
Long enough hours?

Divorce?
Custody?
Legal concerns?

Finances?
Work?
I've been at home...

How do I
move forward?



2,251

TOTAL SURVIVORS
SERVED IN PERSON



56,257
TOTAL SERVICES
PROVIDED



23
PETS HOUSED



165
SURVIVORS
PERMANENTLY HOUSED



53,966

TOTAL NIGHTS OF
SAFE HOUSING



2,608

TOTAL HELPLINE
CALLS



\$223,612

TOTAL VALUE OF FINANCIAL
ASSISTANCE TO SURVIVORS

OUR 2023 YEAR IN REVIEW



Peaceful Paths™
DOMESTIC ABUSE NETWORK

Hope Happens Here



8,105
CHILDREN & YOUTH SERVED
IN THE COMMUNITY



828
LEGAL CLIENTS
SERVED

Our Services at a Glance:



- Emergency shelter campus -40 beds
Temporary stay (~6 weeks)
- Supportive housing campus -32 beds
- Food pantry for participants
- Clothing closets for adults and children
- Weekly support groups
- Economic Empowerment (rent relief and financial planning, job support)
- Injunction for Protection Legal Team
- Referrals for Counseling and daycare
- Child care services/youth support groups
- Education and Prevention in the community

24 Hour Helpline: 352-377-8255



How to Support Survivors

- Let people know that you are a safe environment - post materials, be open to conversations, don't "prescribe" solutions
- Know how to make a referral if someone discloses they are a victim. Share what you now know about our process so they feel more comfortable
- Get involved: Talk about the issue with your social circle, make it part of your platform to hold batterers accountable, educate people on barriers for survivors, address victim blaming language.



How to Support Peaceful Paths

- Share our facebook and Instagram posts
- Donate/sign up to be a monthly donor
- Check out our needs list (*on peacefulpaths.org or Facebook*) to order from our Amazon/Walmart Wish lists
- Organize a 3rd party fundraiser (i.e. a raffle, donating proceeds from a bar/restaurant, etc.)
- Support seasonal events such as the back-to-school drive or holiday program
- Pitch our free Violence Prevention Workshops to schools and community centers





ECONOMIC EMPOWERMENT

Our Economic Empowerment program is designed to help survivors build financial capability as they work through their own experience with economic abuse; be it creating a budget, tackling credit repair, developing savings or exploring investing. The program offers financial literacy to build independence through our LIFE classes, works to connect survivors with resources and education to sustain affordable and safe housing by providing case management, advocacy, and rapid rehousing financial assistance. The program is open to any survivor of domestic violence within our service area—Alachua, Bradford, and Union Counties.

RELOCATION ASSISTANCE

Peaceful Paths has certified advocates who can apply for Victim's Compensation Assistance through the Office of the Attorney General. Relocation assistance is available for survivors of domestic violence who meet guidelines as a survivor of a DV crime and who are in need of relocating to a safe place. Eligibility requirements do apply, so please contact our helpline or Outreach office for more information.

OUR PROGRAMS

Peaceful Paths Domestic Abuse Network, Inc. is the state certified domestic violence center that serves Alachua, Bradford, and Union Counties. Our agency provides free and confidential services to adult and child victims of abuse who are seeking safety, support, and a path to self-sufficiency.

Outreach Center & Administrative Office

2100 NW 53rd Avenue, Gainesville, FL 32653

Phone: 352.377.5690 Text 352.316.9958

Office Hours: Monday thru Friday, 9am – 5pm.

*Support Group and Intake times vary, please call for schedule

Legal Services

Monday – Friday, 9am – 5pm at the Outreach Office. Call 352.317.2348 or 352.377.5690 #536 for an appointment.

Bradford County Satellite Office

403 Georgia Street Starke, FL 32091

*Limited hours, please call 352.318.4852 for an appointment.

Union County Satellite Office

410 West Main Street Lake Butler, FL 32054

Located inside the Townsend Green Building

*Limited hours, please call 352.318.4852 for an appointment.

Donate, volunteer, support!

Please call our Outreach Office to schedule a donation drop-off.

Internships and group service days are available.

Visit www.peacefulpaths.org for more information.

Peaceful Paths is committed to an anti-discrimination policy in all of its programs and services. We are consciously inclusive of all areas of diversity including but not limited to race, ethnicity, color, national origin, ancestry, gender identity, sexuality, religion, age, socioeconomic status, marital status, language, disability, or immigration status. This publication is available in alternate formats upon request.



Peaceful Paths™
DOMESTIC ABUSE NETWORK

Agency Programs

**“We exist to save lives
and create change”**



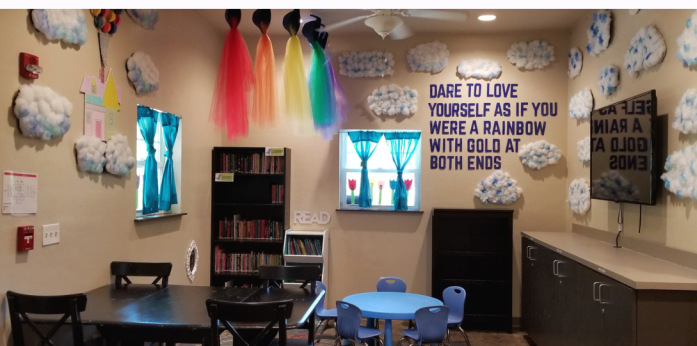
24 HOUR HELPLINE

Our dedicated Helpline advocates are trained to assess crisis situations, provide safety planning, complete shelter screenings, provide information and referrals, and identify community resources for callers with great care and without judgment. Peaceful Paths operates this local helpline 24 hours a day, 7 days a week.

Contact the Helpline at 352.377.8255 or 800.500.1119 Text us at 352.727.0948

EMERGENCY RESIDENTIAL CAMPUS

We provide secure, temporary shelter and supportive housing for adult and child survivors of domestic violence living in Alachua, Bradford and Union counties. Our campus is staffed by certified trained advocates who provide safety planning, emotional support, crisis counseling, information referrals and basic necessities to residents throughout their residential stay. A pet room and outdoor space for pet family-members, is available on campus. Residents have direct access to Outreach Programs, including the Child and Youth Program and Legal Services.



You each have given me courage, kindness, advice, compassion, and strength. I am truly grateful for everything you have unconditionally given me: food, safety, shelter...

-Former Emergency Shelter Resident



ADULT SUPPORT GROUP

Peaceful Paths adult support groups meet at various times throughout the week in Gainesville and Starke. All adult groups have separate child and youth programming available as well.

Our support groups are safe, supportive, confidential group counseling spaces where survivors can receive educational information from trained domestic violence advocates, and share their own experiences, if desired, as part of their personal empowerment journey. Some examples of topics discussed in these groups include:

- Boundaries
- Warning Signs in a Relationship
- Healthy Relationship skills
- My Relationship Rights
- Safety Planning

An initial intake must be completed prior to attending. Call for more info and to sign up for the group that best fits your schedule.

TRAUMA COUNSELING

Peaceful Paths offers free trauma counseling to adult and children impacted by domestic violence. Individual sessions are offered at flexible times throughout the tri-county area with a variety of contracted therapists. Trauma counseling addresses both the short-term crisis and long-term impact that abuse creates.

LEGAL ADVOCACY

Peaceful Paths has a legal team available to provide free assistance to clients who reside in Alachua, Bradford, or Union Counties. The attorneys provide assistance with injunctions for protection against domestic violence, dating violence, sexual assault, and stalking. The attorneys draft the paperwork, explain the court process, represent the client in court, give legal advice, and make legal referrals. Call the Legal Assistant at 352.377.5690 #536 to schedule an appointment.

EDUCATION & YOUTH PROGRAMS

Our Education and Youth Program offers services to all children and teens coming with their parent and may have witnessed domestic violence. Children's groups and childcare run concurrently with adult support group programming. These support groups are a fun, safe, and supportive environment for those who participate. Topics covered in groups include:

- Safety
- Healthy Relationships & Friendships
- Expressing Emotions and Anger

Additionally, we provide support for teens experiencing dating violence, including individual counseling and school-based education. Prevention programs for healthy relationship education are offered throughout school and youth based programs in the tri-county region.

To schedule Violence Prevention Education for your community or school group, contact our Outreach Office.



Commission Agenda Item

MEETING DATE: August 26, 2024

SUBJECT: Fiscal Analysis Report for FY 2023-2024 through July 31, 2024

PREPARED BY: Tyler Williams

RECOMMENDED ACTION:

Receive the presentation.

Summary

The Finance & Administrative Services Department periodically prepares fiscal analysis reports for the purpose of conveying the City's general fiscal operating condition to the City Commission and the residents of the City of Alachua.

FINANCIAL IMPACT

N/A

ADDITIONAL FINANCIAL INFORMATION

ATTACHMENTS

1. Fiscal Analysis Presentation 20240731
2. Fiscal Analysis Report 20240731

CITY OF ALACHUA



FISCAL ANALYSIS REPORT

FISCAL YEAR 2023-2024
THROUGH JULY 31, 2024

AUGUST 26, 2024

KEY TERMS



- **Fiscal year: period beginning October 1, 2023 and ending September 30, 2024.**
- **Amended budget: budget including all changes since the beginning of the fiscal year.**
- **Period benchmark: percentage of fiscal year that has transpired - 83.3%.**
- **Encumbrances: Funds committed for future expenses.**

ALL FUNDS SUMMARY



	FY 23/24 AMENDED BUDGET	PERCENT OF TOTAL BUDGET
GENERAL FUND	18,634,173	27.88%
SPECIAL REVENUE FUNDS	4,039,594	6.04%
DEBT SERVICE FUND	800,274	1.20%
CAPITAL PROJECTS FUNDS	900,955	1.35%
ENTERPRISE FUNDS	38,060,490	56.93%
INTERNAL SERVICE FUND	<u>4,414,756</u>	<u>6.60%</u>
	66,850,242	100.00%

GENERAL FUND



- **Primary Revenue Source: Taxes**

- **Programs Funded:**
 - City Commission
 - City Manager (City Manager, Special Expense)
 - City Attorney
 - Finance & Admin. Svcs. (Finance, Grants, Purchasing, Facilities, Information & Tech.)
 - Human Resources (Human Resources, Deputy City Clerk)
 - Community Planning & Development (Planning, Codes)
 - Compliance & Risk Management
 - Building Inspections
 - Residential Waste Collection
 - Public Works
 - Police
 - Recreation & Culture

GENERAL FUND



- **Sources of Funding (95%) –**

- Current Revenues: \$ 14.4M (77%)
- Budgeted Balances: \$ 3.3M (18%)

- **Uses of Funding (74%) –**

- Expenses: \$ 13.0M (70%)
- Encumbrances: \$ 819K (4%)

SPECIAL REVENUE FUNDS



- **Primary Revenue Source: Intergovernmental Revenue and Taxes**

- **Programs Funded:**
 - Law Enforcement Training
 - Tree Bank
 - APD Explorers
 - T K Basin
 - Infrastructure Surtax
 - Wild Spaces Public Places
 - Children's Trust
 - Donation
 - Community Redevelopment Agency (CRA)

SPECIAL REVENUE FUNDS



- **Sources of Funding (75%) –**

- Current Revenues: \$ 2.0M (49%)
- Budgeted Balances: \$ 1.1M (26%)

- **Uses of Funding (44%) –**

- Expenses: \$ 491K (12%)
- Encumbrances: \$ 1.3M (32%)

DEBT SERVICE FUND



- **Primary Revenue Source: Inter-fund Transfers**
- **Programs Funded:**
 - Series 2016 Debt Payments

DEBT SERVICE FUND



- **Sources of Funding (100%) –**

- Current Revenues: \$ 808K (101%)
- Budgeted Balances: \$ -7K (-1%)

- **Uses of Funding (100%) –**

- Expenses: \$ 800K (100%)
- Encumbrances: \$ ----- (0%)

CAPITAL PROJECTS FUNDS



- **Primary Revenue Source: Intergovernmental Revenue**
- **Programs Funded:**
 - San Felasco Conservation Corridor
 - Heritage Oaks
 - CDBG – Neighborhood Revitalization

CAPITAL PROJECTS FUNDS



- **Sources of Funding (101%) –**

- Current Revenues: \$ 687K (76%)
- Budgeted Balances: \$ 228K (25%)

- **Uses of Funding (96%) –**

- Expenses: \$ 867K (96%)
- Encumbrances: \$ 0K (0%)

ENTERPRISE FUNDS



- **Primary Revenue Source: Charges for Services**
- **Programs Funded:**
 - Electric
 - Water
 - Waste Water
 - Mosquito

ENTERPRISE FUNDS



- **Sources of Funding (68%) –**

- Current Revenues: \$ 18.7M (49%)
- Budgeted Balances: \$ 7.2M (19%)

- **Uses of Funding (70%) –**

- Expenses: \$ 18.7M (49%)
- Encumbrances: \$ 8.0M (21%)

INTERNAL SERVICE FUND



- **Primary Revenue Source: Charges for Services**

- **Programs Funded:**
 - Utility Operations
 - Utility Billing
 - Utility Administration
 - Warehouse Operations
 - Human Resources
 - Information & Technology
 - Water Distribution/Collection

INTERNAL SERVICE FUND



- **Sources of Funding (101%) –**

- Current Revenues: \$ 4.0M (92%)
- Balances: \$ 396K (9%)

- **Uses of Funding (65%) –**

- Expenses: \$ 2.8M (63%)
- Encumbrances: \$ 71K (2%)

ALL FUNDS SUMMARY



- **Amended FY 23/24 Budget = \$ 66,850,242**

- **Sources of Funding (79%) –**
 - **Current Revenues:** \$ 40.6M (61%)
 - **Budgeted Balances:** \$ 12.2M (18%)

- **Uses of Funding (70%) –**
 - **Expenses:** \$ 36.7M (55%)
 - **Encumbrances:** \$ 10.2M (15%)

INVESTMENTS / CASH HOLDINGS



- **Investment portfolio total = \$ 1,735,786.10**
 - State Board of Administration (SBA) = \$ 1.2M
 - Money Market Account = \$ 520K
 - Certificate of Deposit = \$ 30K

- **Cash holdings total = \$ 32,464,172.93**
 - Operating Account = \$ 24.4M
 - CRA Account = \$ 796K
 - Customer Deposit Accounts = \$ 2.1M
 - Series 2016 Repayment Account = \$ 875K
 - SRF Money Market account = \$ 156K
 - ARPA Account = \$ 4.1M
 - Other Accounts = \$ 25K

CONCLUSION



- **Revenues and Expenses Recap**
- **FY 2024-2025 Budget**
- **FY 2024 Audit**



**FINANCE AND ADMINISTRATIVE SERVICES
FISCAL ANALYSIS
FY 2023-2024
THROUGH JULY 31, 2024**

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INTRODUCTION TO FISCAL ANALYSIS REPORT

Purpose

The fiscal analysis report is used to report the operating condition of the City, and where applicable, identify potential trends and, if necessary, recommend options for corrective action. The report first looks at all City Funds, and then looks at the major fund types (General Fund, Enterprise Funds, etc.). This report is merely a snapshot that fairly represents the City's financial position at a given point in time. While materially accurate, these are unaudited figures.

Defining Revenue

Revenues are the financial resources available to the City. The City of Alachua has a variety of revenue sources. These revenue sources include taxes, permits and fees, charges for services, fines and forfeitures, grants, and other miscellaneous revenues.

Defining Expenditure

Expenditures constitute a use of financial resources. There are four basic types of expenditures: personal services, operating, capital and debt. Personal services include all salary and salary related expenditures. Operating expenditures include the day-to-day expenses such as supplies, utilities, and equipment purchases. Capital expenditures include construction of roads, parks, buildings and the purchase of land. Debt is the expense related to principal and interest on long-term bonds and notes issued by the City. Expenditure figures within this report include encumbrances. Encumbrances are expenditure commitments that have not yet been actually incurred.

Defining Expenditure Function

Expenditure functions are expenditure classifications according to the principal purposes for which expenditures are made. Examples are general government, public safety, economic environment, physical environment, transportation, and culture/recreation.

Defining Fund Balance

Fund balances are the funds carried over from the previous fiscal year. The City has a variety of uses for fund balance including reserve for future capital projects, for emergencies and catastrophes, for certain bond issues, and for other contingencies and expenditures.

Conclusion

The report gives a more comprehensive view by fund type of the financial operations of the City. The Finance and Administrative Services Department welcomes any feedback you may have.

CITY OF ALACHUA
FINANCE DEPARTMENT ANALYSIS
FOR THE PERIOD ENDING JULY 31, 2024

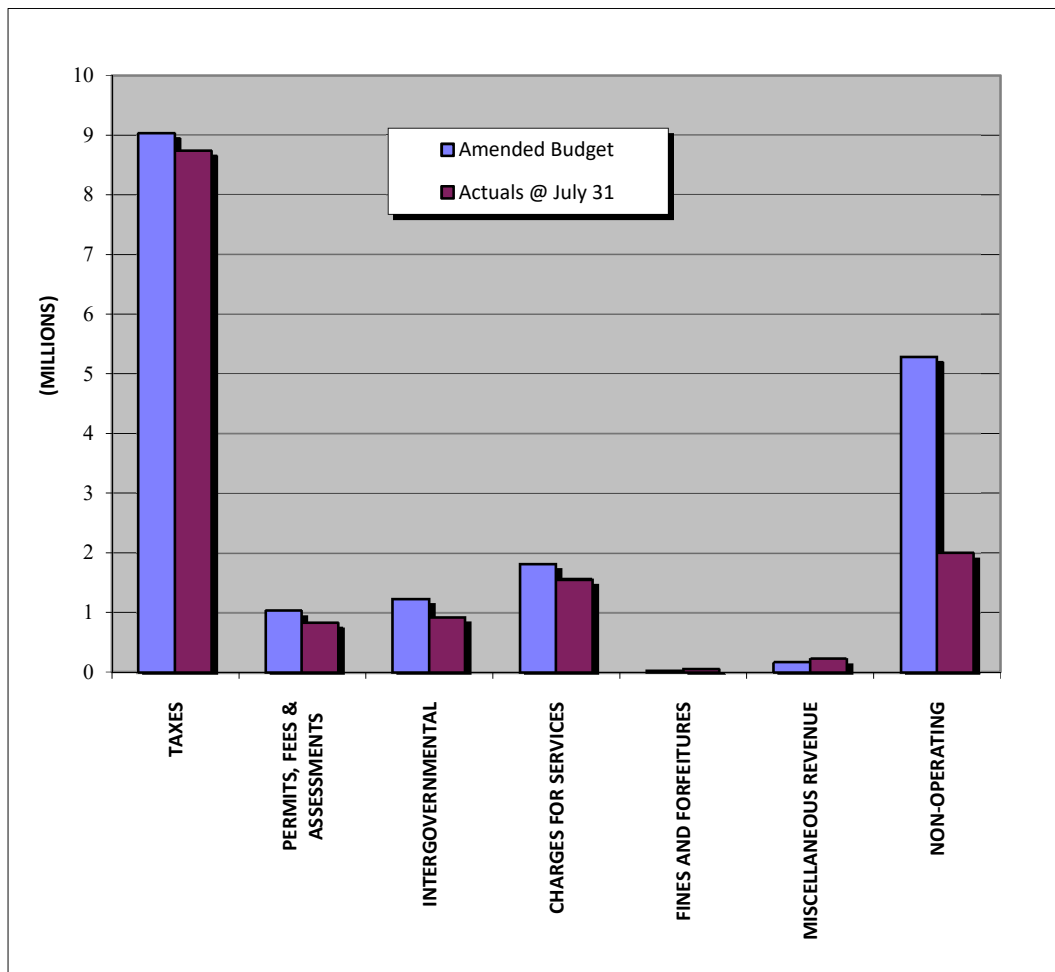
GENERAL FUND

FUND 001 - GENERAL FUND: The General Fund is the general operating fund for the Alachua City Commission. This fund is used to account for all financial resources, except those required to be accounted for separately. These resources provide funding for programs such as Fire Services, Recreation Services, General Government Administration, Capital Improvement Projects, Law Enforcement and Planning Services to all residents of the City of Alachua.

	FY 23/24 APPROVED BUDGET	FY 23/24 AMENDED BUDGET	YEAR TO DATE FY 23/24	PERCENT OF BUDGET COLLECTED OR EXPENDED
REVENUES:				
TAXES	9,028,656	9,028,656	8,744,406	97%
PERMITS, FEES & ASSESSMENTS	1,037,000	1,037,000	835,909	81%
INTERGOVERNMENTAL	1,211,795	1,236,249	927,419	75%
CHARGES FOR SERVICES	1,824,066	1,824,066	1,565,755	86%
FINES AND FORFEITURES	40,000	40,000	61,398	153%
MISCELLANEOUS REVENUE	157,600	176,600	232,287	132%
NON-OPERATING	5,291,602	5,291,602	2,001,680	38%
	18,590,719	18,634,173	14,368,854	77%
EXPENSES:				
GENERAL GOVERNMENT	7,161,378	7,161,378	5,647,166	79%
PUBLIC SAFETY	5,458,246	5,501,700	4,889,565	89%
ECONOMIC ENVIRONMENT	0	0	0	0%
PHYSICAL ENVIRONMENT	1,111,762	1,111,762	1,098,308	99%
TRANSPORTATION	3,480,089	3,480,089	1,066,093	31%
HUMAN SERVICES	0	0	0	0%
CULTURE & RECREATION	1,379,244	1,379,244	1,145,127	83%
	18,590,719	18,634,173	13,846,259	74%
MAJOR EXPENDITURE CATEGORIES:				
PERSONAL SERVICES	9,537,777	9,502,977	7,917,500	83%
OPERATING EXPENDITURES	4,356,915	4,531,329	3,956,051	87%
CAPITAL OUTLAY	3,132,500	3,036,340	864,990	28%
DEBT SERVICE	0	0	0	0%
GRANTS & AIDS	291,501	291,501	35,875	12%
NON-OPERATING	1,272,026	1,272,026	1,071,843	84%
POWER COSTS	0	0	0	0%
	18,590,719	18,634,173	13,846,259	74%

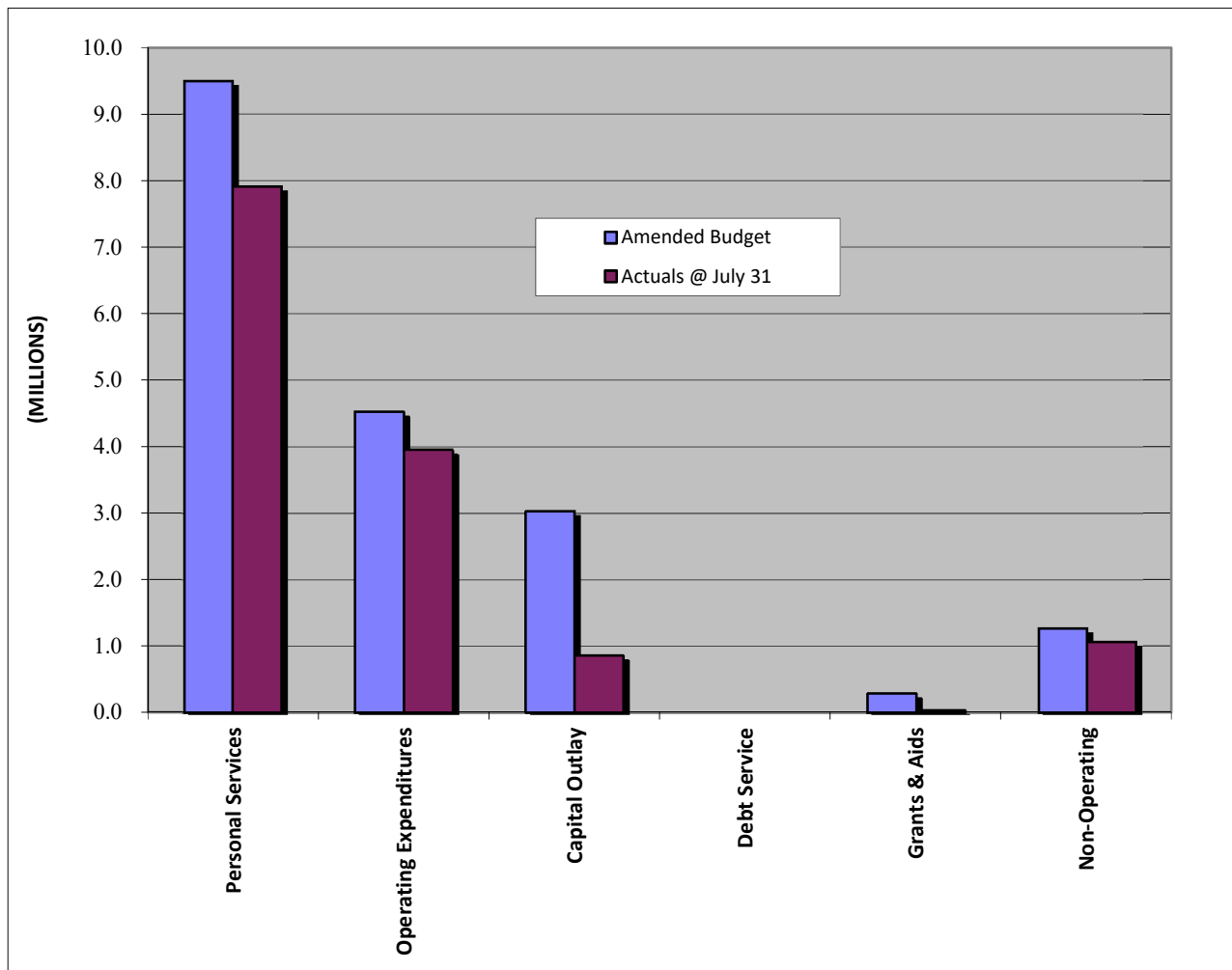
Revenues by Major Category General Fund

As of July 31, 2024, the City of Alachua collected 77% of budgeted General Fund revenues. Tax collections are at 97%. These revenues include property taxes, local option fuel taxes, utility taxes, and communication services taxes and account for \$9.0M, or just under half, of the General Fund annual budgeted revenues. Permits, Fees & Assessments are at 81%. The Intergovernmental Revenues are at 75%. Charges for Services are at 86%, Fines & Forfeitures are at 153%, Miscellaneous Revenues are at 132% and Non-Operating Revenues are at 38%.



Expenditures by Major Category General Fund

Overall, General Fund expenditure categories were at 74%. Personal Services are at 83% with Operating Expenditures at 87%. The Capital Outlay category is at 28%, Grants & Aids are 12% and Non-Operating expenditures are at 84%. Encumbrances for legal and residential waste collection account for 2% of the expense line total (\$336K).



CITY OF ALACHUA
FINANCE DEPARTMENT ANALYSIS
FOR THE PERIOD ENDING JULY 31, 2024

GENERAL FUND REVENUES

REVENUE SOURCE	FY 23/24 APPROVED BUDGET	FY 23/24 AMENDED BUDGET	YEAR TO DATE FY 23/24	PERCENT COLLECTED
<u>TAXES</u>				
AD VALOREM TAXES	6,929,631	6,929,631	7,028,534	101%
LOCAL OPTION FUEL TAXES	328,025	328,025	267,421	82%
UTILITY SERVICES TAXES	1,400,000	1,400,000	1,156,680	83%
COMMUNICATIONS SERVICES TAXES	322,000	322,000	242,966	75%
LOCAL BUSINESS TAXES	49,000	49,000	48,805	100%
SUBTOTAL	9,028,656	9,028,656	8,744,406	97%
<u>PERMITS, FEES AND ASSESSMENTS</u>				
BUILDING PERMITS	532,000	532,000	496,901	93%
FRANCHISE FEES	505,000	505,000	339,008	67%
SUBTOTAL	1,037,000	1,037,000	835,909	81%
<u>INTERGOVERNMENTAL REVENUE</u>				
STATE-SHARED REVENUES	1,206,540	1,206,540	917,204	76%
GRANTS	5,255	29,709	10,215	34%
SUBTOTAL	1,211,795	1,236,249	927,419	75%
<u>CHARGES FOR SERVICES</u>				
GENERAL GOVERNMENT	84,250	84,250	95,136	113%
PUBLIC SAFETY	355,800	355,800	316,640	89%
PHYSICAL ENVIRONMENT	1,216,512	1,216,512	1,008,585	83%
TRANSPORTATION	50,504	50,504	50,504	100%
CULTURE & RECREATION	117,000	117,000	94,890	81%
OTHER CHARGES FOR SVCS	0	0	0	0%
SUBTOTAL	1,824,066	1,824,066	1,565,755	86%
<u>FINES & FORFEITURES</u>				
FINES & FORFEITURES	40,000	40,000	54,480	136%
OTHER FINES & FORFEITURES	0	0	6,918	NA+
SUBTOTAL	40,000	40,000	61,398	153%
<u>MISCELLANEOUS REVENUE</u>				
INTEREST EARNINGS	132,000	132,000	143,143	108%
RENTS & ROYALTIES	0	0	0	0%
OTHER MISCELLANEOUS REVENUE	25,600	44,600	89,144	200%
SUBTOTAL	157,600	176,600	232,287	132%
<u>NON-OPERATING</u>				
CONTRIBUTIONS FROM ENTERPRISE	2,000,000	2,000,000	2,000,000	100%
OPERATING TRANSFERS IN	1,700	1,700	1,680	99%
FUND BALANCE & UNDER COLLECTION	3,289,902	3,289,902	0	0%
SUBTOTAL	5,291,602	5,291,602	2,001,680	38%
GENERAL FUND	18,590,719	18,634,173	14,368,854	77%

CITY OF ALACHUA
FINANCE DEPARTMENT ANALYSIS
FOR THE PERIOD ENDING JULY 31, 2024

GENERAL FUND EXPENDITURES
BY MAJOR CATEGORY

DEPARTMENT/DIVISION	FY 23/24 AMENDED BUDGET	EXPENDED TO DATE	PERCENT EXPENDED TO DATE	ENCUMBERED TO DATE	PERCENT ENCUMBERED TO DATE	PERCENT EXPENDED & ENCUMBERED TO DATE
<u>CITY COMMISSION</u>						
PERSONAL SERVICES	128,672	97,158	76%	0	0%	76%
OPERATING EXPENDITURES	28,418	17,127	60%	0	0%	60%
CAPITAL OUTLAY	0	0	0%	0	0%	0%
NON-OPERATING	0	0	0%	0	0%	0%
TOTAL EXPENDITURES	157,090	114,285	73%	0	0%	73%
<u>CITY MANAGER'S OFFICE</u>						
PERSONAL SERVICES	692,242	587,503	85%	0	0%	85%
OPERATING EXPENDITURES	53,551	35,546	66%	0	0%	66%
CAPITAL OUTLAY	0	0	0%	0	0%	0%
GRANTS & AIDS	0	0	0%	0	0%	0%
NON-OPERATING	0	0	0%	0	0%	0%
TOTAL EXPENDITURES	745,793	623,049	84%	0	0%	84%
<u>DEPUTY CITY CLERK</u>						
PERSONAL SERVICES	169,477	143,990	85%	0	0%	85%
OPERATING EXPENDITURES	75,865	68,011	90%	0	0%	90%
CAPITAL OUTLAY	0	0	0%	0	0%	0%
NON-OPERATING	0	0	0%	0	0%	0%
TOTAL EXPENDITURES	245,342	212,001	86%	0	0%	86%
<u>CITY ATTORNEY</u>						
OPERATING EXPENDITURES	232,063	162,071	70%	61,383	26%	96%
TOTAL EXPENDITURES	232,063	162,071	70%	61,383	26%	96%
<u>INFORMATION & TECHNOLOGY SERVICES</u>						
PERSONAL SERVICES	231,886	183,678	79%	0	0%	79%
OPERATING EXPENDITURES	147,393	143,085	97%	8,400	6%	103%
CAPITAL OUTLAY	105,000	24,742	24%	0	0%	24%
NON-OPERATING	0	0	0%	0	0%	0%
TOTAL EXPENDITURES	484,279	351,505	73%	8,400	2%	74%
<u>FINANCE</u>						
PERSONAL SERVICES	633,777	529,121	83%	0	0%	83%
OPERATING EXPENDITURES	113,228	80,836	71%	6,300	6%	77%
CAPITAL OUTLAY	0	0	0%	0	0%	0%
NON-OPERATING	0	0	0%	0	0%	0%
TOTAL EXPENDITURES	747,005	609,957	82%	6,300	1%	82%

CITY OF ALACHUA
 FINANCE DEPARTMENT ANALYSIS
 FOR THE PERIOD ENDING JULY 31, 2024

GENERAL FUND EXPENDITURES
 BY MAJOR CATEGORY

DEPARTMENT/DIVISION	FY 23/24 AMENDED BUDGET	EXPENDED TO DATE	PERCENT EXPENDED TO DATE	ENCUMBERED TO DATE	PERCENT ENCUMBERED TO DATE	PERCENT EXPENDED & ENCUMBERED TO DATE
<u>HUMAN RESOURCES</u>						
PERSONAL SERVICES	284,827	241,635	85%	0	0%	85%
OPERATING EXPENDITURES	73,494	47,354	64%	5,935	8%	73%
CAPITAL OUTLAY	0	0	0%	0	0%	0%
NON-OPERATING	0	0	0%	0	0%	0%
TOTAL EXPENDITURES	358,321	288,989	81%	5,935	2%	82%
<u>FACILITIES MAINTENANCE</u>						
PERSONAL SERVICES	658,248	517,327	79%	0	0%	79%
OPERATING EXPENDITURES	272,577	205,654	75%	25,046	9%	85%
CAPITAL OUTLAY	200,000	82,286	41%	97,123	49%	90%
NON-OPERATING	0	0	0%	0	0%	0%
TOTAL EXPENDITURES	1,130,825	805,267	71%	122,169	11%	82%
<u>GRANTS & CONTRACTS</u>						
PERSONAL SERVICES	0	0	0%	0	0%	0%
OPERATING EXPENDITURES	55,000	21,692	39%	20,000	36%	76%
CAPITAL OUTLAY	0	0	0%	0	0%	0%
NON-OPERATING	0	0	0%	0	0%	0%
TOTAL EXPENDITURES	55,000	21,692	39%	20,000	36%	76%
<u>CP&D-PLANNING & DEVELOPMENT</u>						
PERSONAL SERVICES	612,349	504,359	82%	0	0%	82%
OPERATING EXPENDITURES	120,987	44,593	37%	23,416	19%	56%
CAPITAL OUTLAY	20,000	13,853	69%	0	0%	69%
NON-OPERATING	0	0	0%	0	0%	0%
TOTAL EXPENDITURES	753,336	562,805	75%	23,416	3%	78%
<u>COMPLIANCE & RISK MANAGEMENT</u>						
PERSONAL SERVICES	458,910	369,522	81%	0	0%	81%
OPERATING EXPENDITURES	51,763	19,268	37%	0	0%	37%
CAPITAL OUTLAY	0	0	0%	0	0%	0%
NON-OPERATING	0	0	0%	0	0%	0%
TOTAL EXPENDITURES	510,673	388,790	76%	0	0%	76%
<u>CP&D-BEAUTIFICATION BOARD</u>						
OPERATING EXPENDITURES	23,000	25,950	113%	6,310	27%	140%
TOTAL EXPENDITURES	23,000	25,950	113%	6,310	27%	140%

CITY OF ALACHUA
FINANCE DEPARTMENT ANALYSIS
FOR THE PERIOD ENDING JULY 31, 2024

GENERAL FUND EXPENDITURES
BY MAJOR CATEGORY

DEPARTMENT/DIVISION	FY 23/24 AMENDED BUDGET	EXPENDED TO DATE	PERCENT EXPENDED TO DATE	ENCUMBERED TO DATE	PERCENT ENCUMBERED TO DATE	PERCENT EXPENDED & ENCUMBERED TO DATE
<u>SPECIAL EXPENSE</u>						
PERSONAL SERVICES	14,074	532	4%	0	0%	4%
OPERATING EXPENDITURES	133,050	114,545	86%	4,097	3%	89%
CAPITAL OUTLAY	8,000	0	0%	0	0%	0%
GRANTS & AIDS	291,501	35,875	12%	0	0%	12%
NON-OPERATING	1,272,026	1,071,843	84%	0	0%	84%
TOTAL EXPENDITURES	1,718,651	1,222,795	71%	4,097	0%	71%
<u>PS-SOLID WASTE DISPOSAL</u>						
OPERATING EXPENDITURES	1,111,762	824,118	74%	274,190	25%	99%
NON-OPERATING	0	0	0%	0	0%	0%
TOTAL EXPENDITURES	1,111,762	824,118	74%	274,190	25%	99%
<u>PS-PUBLIC WORKS</u>						
PERSONAL SERVICES	717,544	532,987	74%	0	0%	74%
OPERATING EXPENDITURES	408,045	171,877	42%	55,962	14%	56%
CAPITAL OUTLAY	2,354,500	221,297	9%	83,970	4%	13%
NON-OPERATING	0	0	0%	0	0%	0%
TOTAL EXPENDITURES	3,480,089	926,161	27%	139,932	4%	31%
<u>BUILDING INSPECTIONS</u>						
PERSONAL SERVICES	303,857	224,714	74%	0	0%	74%
OPERATING EXPENDITURES	73,187	71,033	97%	38,545	53%	150%
CAPITAL OUTLAY	53,000	42,615	80%	0	0%	80%
NON-OPERATING	0	0	0%	0	0%	0%
TOTAL EXPENDITURES	430,044	338,362	79%	38,545	9%	88%
<u>APD-PATROL & ADMIN</u>						
PERSONAL SERVICES	3,468,017	3,121,397	90%	0	0%	90%
OPERATING EXPENDITURES	822,791	682,370	83%	55,810	7%	90%
CAPITAL OUTLAY	275,840	275,839	100%	0	0%	100%
NON-OPERATING	0	0	0%	0	0%	0%
TOTAL EXPENDITURES	4,566,648	4,079,606	89%	55,810	1%	91%

CITY OF ALACHUA
 FINANCE DEPARTMENT ANALYSIS
 FOR THE PERIOD ENDING JULY 31, 2024

GENERAL FUND EXPENDITURES
 BY MAJOR CATEGORY

DEPARTMENT/DIVISION	FY 23/24 AMENDED BUDGET	EXPENDED TO DATE	PERCENT EXPENDED TO DATE	ENCUMBERED TO DATE	PERCENT ENCUMBERED TO DATE	PERCENT EXPENDED & ENCUMBERED TO DATE
<u>APD-COMMUNICATIONS</u>						
PERSONAL SERVICES	448,039	348,683	78%	0	0%	78%
OPERATING EXPENDITURES	22,969	9,745	42%	0	0%	42%
CAPITAL OUTLAY	0	0	0%	0	0%	0%
TOTAL EXPENDITURES	471,008	358,428	76%	0	0%	76%
<u>APD-SCHOOL CROSSING GUARDS</u>						
OPERATING EXPENDITURES	29,000	17,510	60%	0	0%	60%
NON-OPERATING	0	0	0%	0	0%	0%
TOTAL EXPENDITURES	29,000	17,510	60%	0	0%	60%
<u>APD-EXPLORERS PROGRAM</u>						
OPERATING EXPENDITURES	2,000	1,304	65%	0	0%	65%
TOTAL EXPENDITURES	2,000	1,304	65%	0	0%	65%
<u>APD-RESERVE PROGRAM</u>						
OPERATING EXPENDITURES	3,000	0	0%	0	0%	0%
CAPITAL OUTLAY	0	0	0%	0	0%	0%
TOTAL EXPENDITURES	3,000	0	0%	0	0%	0%
<u>RECREATION & CULTURE</u>						
PERSONAL SERVICES	681,058	514,894	76%	0	0%	76%
OPERATING EXPENDITURES	678,186	554,307	82%	52,661	8%	89%
CAPITAL OUTLAY	20,000	23,265	116%	0	0%	116%
NON-OPERATING	0	0	0%	0	0%	0%
TOTAL EXPENDITURES	1,379,244	1,092,466	79%	52,661	4%	83%
GENERAL FUND	18,634,173	13,027,111	70%	819,148	4%	74%

CITY OF ALACHUA
FINANCE DEPARTMENT ANALYSIS
FOR THE PERIOD ENDING JULY 31, 2024

SPECIAL REVENUE FUNDS

FUND VARIOUS - SPECIAL REVENUE FUNDS: Special Revenue Funds are used to account for the proceeds of specific revenue sources that are designated for specified purposes or are restricted in use.

	FY 23/24 APPROVED BUDGET	FY 23/24 AMENDED BUDGET	YEAR TO DATE FY 23/24	PERCENT OF BUDGET COLLECTED OR EXPENDED
REVENUES:				
TAXES	1,591,368	1,591,368	1,101,173	69%
PERMITS, FEES & ASSESSMENTS	9,800	9,800	168,698	1721%
INTERGOVERNMENTAL REVENUE	1,006,297	1,080,066	386,501	36%
CHARGES FOR SERVICES	0	0	0	0%
FINES AND FORFEITURES	5,000	5,000	3,883	78%
MISCELLANEOUS REVENUE	32,300	32,300	47,389	147%
NON-OPERATING	1,321,060	1,321,060	264,271	20%
	3,965,825	4,039,594	1,971,915	49%
EXPENSES:				
GENERAL GOVERNMENT	1,705,658	1,705,658	6,595	0%
PUBLIC SAFETY	18,000	18,000	12,817	71%
ECONOMIC ENVIRONMENT	828,822	828,822	399,669	48%
PHYSICAL ENVIRONMENT	24,000	24,000	13,030	54%
TRANSPORTATION	0	0	0	0%
HUMAN SERVICES	0	73,769	66,570	0%
CULTURE & RECREATION	1,389,345	1,389,345	1,291,491	93%
	3,965,825	4,039,594	1,790,172	44%
MAJOR EXPENDITURE CATEGORIES:				
PERSONAL SERVICES	126,713	126,713	82,887	65%
OPERATING EXPENDITURES	672,559	769,328	458,705	60%
CAPITAL OUTLAY	3,111,553	3,088,553	1,249,780	40%
DEBT SERVICE	0	0	0	0%
GRANTS & AIDS	25,000	25,000	0	0%
NON-OPERATING	30,000	30,000	0	0%
	3,965,825	4,039,594	1,791,372	44%

CITY OF ALACHUA
FINANCE DEPARTMENT ANALYSIS
FOR THE PERIOD ENDING JULY 31, 2024

SPECIAL REVENUE FUNDS REVENUES

REVENUE SOURCE	FY 23/24 APPROVED BUDGET	FY 23/24 AMENDED BUDGET	RECEIVED TO DATE FY 23/24	PERCENT COLLECTED
<u>TAXES</u>				
DISCRETIONARY SALES SURTAX	1,591,368	1,591,368	1,101,173	69%
SUBTOTAL	1,591,368	1,591,368	1,101,173	69%
<u>PERMITS, FEES AND ASSESSMENTS</u>				
OTHER CHARGES AND FEES	0	0	159,086	NA+
SPECIAL ASSESSMENTS	9,800	9,800	9,612	98%
SUBTOTAL	9,800	9,800	168,698	1721%
<u>INTERGOVERNMENTAL REVENUE</u>				
FEDERAL GRANTS	0	0	0	0%
STATE GRANTS	0	0	0	0%
GRANTS FROM OTHER LOCAL UNITS	666,667	740,436	47,106	6%
PAYMENTS FROM LOCAL UNITS (FOR CRA)	339,630	339,630	339,395	100%
SUBTOTAL	1,006,297	1,080,066	386,501	36%
<u>CHARGES FOR SERVICES</u>				
CULTURE & RECREATION	0	0	0	0%
OTHER MISCELLANEOUS CHARGES	0	0	0	0%
SUBTOTAL	0	0	0	0%
<u>FINES AND FORFEITURES</u>				
ADDT'L CRT COSTS-\$2 FOR LEO TRAINING	5,000	5,000	3,883	78%
SUBTOTAL	5,000	5,000	3,883	78%
<u>MISCELLANEOUS REVENUE</u>				
INTEREST INCOME	7,300	7,300	23,744	325%
RENTALS AND LEASES	25,000	25,000	22,095	88%
CONTRIBUTIONS AND DONATIONS	0	0	1,550	NA+
OTHER MISCELLANEOUS REVENUE	0	0	0	0%
SUBTOTAL	32,300	32,300	47,389	147%
<u>NON-OPERATING</u>				
DEBT PROCEEDS	0	0	0	0%
TRANSFER IN	264,454	264,454	264,271	100%
USE OF FUND BALANCE/UNDERCOLLECTION	1,056,606	1,056,606	0	0%
SUBTOTAL	1,321,060	1,321,060	264,271	20%
SPECIAL REVENUE FUNDS	3,965,825	4,039,594	1,971,915	49%

CITY OF ALACHUA
FINANCE DEPARTMENT ANALYSIS
FOR THE PERIOD ENDING JULY 31, 2024

SPECIAL REVENUE FUNDS EXPENDITURES
BY MAJOR CATEGORY

SPECIAL REVENUE FUND	FY 23/24 AMENDED BUDGET	EXPENDED TO DATE	PERCENT EXPENDED TO DATE	ENCUMBERED TO DATE	PERCENT ENCUMBERED TO DATE	PERCENT EXPENDED & ENCUMBERED TO DATE
<u>ADD'L COURT COST-\$2 FOR LEO TRAINING FUND</u>						
OPERATING EXPENDITURES	13,000	12,817	99%	0	0%	99%
TOTAL EXPENDITURES	13,000	12,817	99%	0	0%	99%
<u>TREE BANK FUND</u>						
OPERATING EXPENDITURES	201,511	3,848	2%	2,747	1%	3%
CAPITAL OUTLAY	0	0	0%	0	0%	0%
TOTAL EXPENDITURES	201,511	3,848	2%	2,747	1%	3%
<u>EXPLORER SPECIAL REVENUE FUND</u>						
OPERATING EXPENDITURES	5,000	0	0%	0	0%	0%
CAPITAL OUTLAY	0	0	0%	0	0%	0%
TOTAL EXPENDITURES	5,000	0	0%	0	0%	0%
<u>TK BASIN SPECIAL ASSESSMENT</u>						
OPERATING EXPENDITURES	14,000	6,030	43%	7,000	50%	93%
NON OPERATING	10,000	0	0%	0	0%	0%
TOTAL EXPENDITURES	24,000	6,030	25%	7,000	29%	54%
<u>INFRASTRUCTURE SURTAX FUND</u>						
OPERATING EXPENDITURES	0	0	0%	0	0%	0%
CAPITAL OUTLAY	1,504,147	0	0%	0	0%	0%
TOTAL EXPENDITURES	1,504,147	0	0%	0	0%	0%
<u>WILD SPACES PUBLIC PLACES FUND</u>						
OPERATING EXPENDITURES	61,900	57,282	93%	14,500	23%	116%
CAPITAL OUTLAY	1,322,531	45,435	3%	1,172,020	89%	92%
TOTAL EXPENDITURES	1,384,431	102,717	7%	1,186,520	86%	93%
<u>CHILDREN'S TRUST FUND</u>						
PERSONAL SERVICES	0	0	0%	0	0%	0%
OPERATING EXPENDITURES	73,769	39,630	54%	26,940	37%	90%
CAPITAL OUTLAY	0	0	0%	0	0%	0%
TOTAL EXPENDITURES	73,769	39,630	54%	26,940	37%	90%
<u>DONATION FUND</u>						
OPERATING EXPENDITURES	4,914	3,454	70%	0	0%	70%
CAPITAL OUTLAY	0	0	0%	0	0%	0%
NON OPERATING	0	0	0%	0	0%	0%
TOTAL EXPENDITURES	4,914	3,454	70%	0	0%	70%

CITY OF ALACHUA
 FINANCE DEPARTMENT ANALYSIS
 FOR THE PERIOD ENDING JULY 31, 2024

SPECIAL REVENUE FUNDS EXPENDITURES
 BY MAJOR CATEGORY

SPECIAL REVENUE FUND	FY 23/24 AMENDED BUDGET	EXPENDED TO DATE	PERCENT EXPENDED TO DATE	ENCUMBERED TO DATE	PERCENT ENCUMBERED TO DATE	PERCENT EXPENDED & ENCUMBERED TO DATE
<u>CRA FUND</u>						
PERSONAL SERVICES	126,713	82,887	65%	0	0%	65%
OPERATING EXPENDITURES	395,234	228,124	58%	56,333	14%	72%
CAPITAL OUTLAY	261,875	11,800	5%	20,525	8%	12%
DEBT SERVICE	0	0	0%	0	0%	0%
AIDS TO PRIVATE ORGANIZATIONS	25,000	0	0%	0	0%	0%
NON OPERATING	20,000	0	0%	0	0%	0%
TOTAL EXPENDITURES	828,822	322,811	39%	76,858	9%	48%
 SPECIAL REVENUE FUNDS	 4,039,594	 491,307	 12%	 1,300,065	 32%	 44%

CITY OF ALACHUA
FINANCE DEPARTMENT ANALYSIS
FOR THE PERIOD ENDING JULY 31, 2024

DEBT SERVICE FUND

FUND 070 - DEBT SERVICE FUND: The Debt Service Fund is used to account for the accumulation of resources for, and the payment of the City's general long-term debt, interest, and other related debt service charges. Debt obligations related to the Enterprise funds are accounted for in those specific funds.

	FY 23/24 APPROVED BUDGET	FY 23/24 AMENDED BUDGET	YEAR TO DATE FY 23/24	PERCENT OF BUDGET COLLECTED OR EXPENDED
REVENUES:				
TAXES	0	0	0	0%
PERMITS, FEES & ASSESSMENTS	0	0	0	0%
INTERGOVERNMENTAL	0	0	0	0%
CHARGES FOR SERVICES	0	0	0	0%
FINES AND FORFEITURES	0	0	0	0%
MISCELLANEOUS REVENUE	0	0	71	NA+
NON-OPERATING	800,274	800,274	807,572	101%
	<u>800,274</u>	<u>800,274</u>	<u>807,643</u>	<u>101%</u>
EXPENSES:				
GENERAL GOVERNMENT	800,274	800,274	800,135	100%
PUBLIC SAFETY	0	0	0	0%
ECONOMIC ENVIRONMENT	0	0	0	0%
PHYSICAL ENVIRONMENT	0	0	0	0%
TRANSPORTATION	0	0	0	0%
HUMAN SERVICES	0	0	0	0%
CULTURE & RECREATION	0	0	0	0%
	<u>800,274</u>	<u>800,274</u>	<u>800,135</u>	<u>100%</u>
MAJOR EXPENDITURE CATEGORIES:				
PERSONAL SERVICES	0	0	0	0%
OPERATING EXPENDITURES	0	0	0	0%
CAPITAL OUTLAY	0	0	0	0%
DEBT SERVICE	800,274	800,274	800,135	100%
GRANTS & AIDS	0	0	0	0%
NON-OPERATING	0	0	0	0%
POWER COSTS	0	0	0	0%
	<u>800,274</u>	<u>800,274</u>	<u>800,135</u>	<u>100%</u>

CITY OF ALACHUA
 FINANCE DEPARTMENT ANALYSIS
 FOR THE PERIOD ENDING JULY 31, 2024

DEBT SERVICE FUND REVENUES

REVENUE SOURCE	FY 23/24 APPROVED BUDGET	FY 23/24 AMENDED BUDGET	YEAR TO DATE FY 23/24	PERCENT COLLECTED
<u>MISCELLANEOUS REVENUE</u>				
INTEREST EARNINGS	0	0	71	NA+
OTHER MISCELLANEOUS REVENUE	0	0	0	0%
SUBTOTAL	0	0	71	NA+
<u>NON OPERATING</u>				
DEBT PROCEEDS	0	0	0	0%
TRANSFER IN-GF	807,572	807,572	807,572	100%
FUND BALANCE & UNDER COLLECTION	(7,298)	(7,298)	0	0%
SUBTOTAL	800,274	800,274	807,572	101%
 DEBT SERVICE FUND	 800,274	 800,274	 807,643	 101%

CITY OF ALACHUA
 FINANCE DEPARTMENT ANALYSIS
 FOR THE PERIOD ENDING JULY 31, 2024

DEBT SERVICE FUND EXPENDITURES
 BY MAJOR CATEGORY

DEBT OBLIGATION	FY 23/24 AMENDED BUDGET	EXPENDED TO DATE	PERCENT EXPENDED TO DATE	ENCUMBERED TO DATE	PERCENT ENCUMBERED TO DATE	PERCENT EXPENDED & ENCUMBERED TO DATE
OTHER DEBT COSTS						
DEBT SERVICE	750	611	81%	0	0%	81%
SERIES 2016 CAPITAL IMPROVEMENT						
DEBT SERVICE	799,524	799,524	100%	0	0%	100%
TOTAL EXPENDITURES	799,524	799,524	100%	0	0%	100%
DEBT SERVICE FUND	800,274	800,135	100%	0	0%	100%

CITY OF ALACHUA
FINANCE DEPARTMENT ANALYSIS
FOR THE PERIOD ENDING JULY 31, 2024

CAPITAL PROJECTS FUNDS

FUND 3XX - CAPITAL PROJECTS FUNDS: Capital Project Funds are used to account for financial resources to be used for the acquisition, construction, or improvement of major capital facilities (other than those financed by the Enterprise Funds or Special Assessments).

	FY 23/24 APPROVED BUDGET	FY 23/24 AMENDED BUDGET	YEAR TO DATE FY 23/24	PERCENT OF BUDGET COLLECTED OR EXPENDED
REVENUES:				
TAXES	0	0	0	0%
PERMITS, FEES & ASSESSMENTS	0	0	0	0%
INTERGOVERNMENTAL REVENUE	673,315	673,315	686,755	102%
CHARGES FOR SERVICES	0	0	0	0%
FINES AND FORFEITURES	0	0	0	0%
MISCELLANEOUS REVENUE	0	0	4	NA+
NON-OPERATING	227,640	227,640	0	0%
	<u>900,955</u>	<u>900,955</u>	<u>686,759</u>	<u>76%</u>
EXPENSES:				
GENERAL GOVERNMENT	0	0	0	0%
PUBLIC SAFETY	0	0	0	0%
ECONOMIC ENVIRONMENT	0	0	0	0%
PHYSICAL ENVIRONMENT	4,326	4,326	0	0%
TRANSPORTATION	894,929	894,929	865,562	97%
HUMAN SERVICES	0	0	0	0%
CULTURE & RECREATION	1,700	1,700	1,680	99%
	<u>900,955</u>	<u>900,955</u>	<u>867,242</u>	<u>96%</u>
MAJOR EXPENDITURE CATEGORIES:				
PERSONAL SERVICES	0	0	0	0%
OPERATING EXPENDITURES	4,326	4,326	0	0%
CAPITAL OUTLAY	894,929	894,929	865,562	97%
DEBT SERVICE	0	0	0	0%
GRANTS & AIDS	0	0	0	0%
NON-OPERATING	1,700	1,700	1,680	0%
POWER COSTS	0	0	0	0%
	<u>900,955</u>	<u>900,955</u>	<u>867,242</u>	<u>96%</u>

CITY OF ALACHUA
 FINANCE DEPARTMENT ANALYSIS
 FOR THE PERIOD ENDING JULY 31, 2024

CAPITAL PROJECTS FUNDS REVENUES

REVENUE SOURCE	FY 23/24 APPROVED BUDGET	FY 23/24 AMENDED BUDGET	RECEIVED TO DATE FY 23/24	PERCENT COLLECTED
<u>TAXES</u>				
DISCRETIONARY SALES SURTAX	0	0	0	0%
SUBTOTAL	0	0	0	0%
<u>INTERGOVERNMENTAL REVENUE</u>				
FEDERAL GRANTS	673,315	673,315	686,755	102%
STATE GRANTS	0	0	0	0%
GRANTS FROM OTHER LOCAL UNITS	0	0	0	0%
SUBTOTAL	673,315	673,315	686,755	102%
<u>MISCELLANEOUS REVENUE</u>				
INTEREST INCOME	0	0	4	NA+
OTHER MISCELLANEOUS REVENUE	0	0	0	0%
SUBTOTAL	0	0	4	NA+
<u>NON-OPERATING</u>				
DEBT PROCEEDS	0	0	0	0%
TRANSFERS IN	0	0	0	0%
USE OF FUND BALANCE	227,640	227,640	0	0%
SUBTOTAL	227,640	227,640	0	0%
 CAPITAL PROJECTS FUNDS	 900,955	 900,955	 686,759	 76%

CITY OF ALACHUA
 FINANCE DEPARTMENT ANALYSIS
 FOR THE PERIOD ENDING JULY 31, 2024

CAPITAL PROJECTS FUNDS EXPENDITURES
 BY MAJOR CATEGORY

CAPITAL PROJECT	FY 23/24 AMENDED BUDGET	EXPENDED TO DATE	PERCENT EXPENDED TO DATE	ENCUMBERED TO DATE	PERCENT ENCUMBERED TO DATE	PERCENT EXPENDED & ENCUMBERED TO DATE
<u>SAN FELASCO CONSERVATION CORRIDOR</u>						
OPERATING EXPENDITURES	0	0	0%	0	0%	0%
NON-OPERATING	1,700	1,680	99%	0	0%	99%
TOTAL EXPENDITURES	1,700	1,680	99%	0	0%	99%
<u>HERITAGE OAKS</u>						
OPERATING EXPENSES	4,326	0	0%	0	0%	0%
CAPITAL OUTLAY	0	0	0%	0	0%	0%
TOTAL EXPENDITURES	4,326	0	0%	0	0%	0%
<u>CDBG - NEIGHBORHOOD REVITALIZATION</u>						
OPERATING EXPENDITURES	0	0	0%	0	0%	0%
CAPITAL OUTLAY	894,929	865,562	97%	0	0%	97%
TOTAL EXPENDITURES	894,929	865,562	97%	0	0%	97%
 CAPITAL PROJECT FUNDS	 900,955	 867,242	 96%	 0	 0%	 96%

CITY OF ALACHUA
FINANCE DEPARTMENT ANALYSIS
FOR THE PERIOD ENDING JULY 31, 2024

ENTERPRISE FUNDS

FUND 010, 020, 030, 042 - ENTERPRISE FUNDS: Enterprise funds are used to account for operations that are financed and operated in a manner similar to private business enterprises in which the intent of the governing body is that all costs of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges. The City's Electric, Water, Wastewater, and Mosquito Control services reside in Enterprise funds.

	FY 23/24 APPROVED BUDGET	FY 23/24 AMENDED BUDGET	YEAR TO DATE FY 23/24	PERCENT OF BUDGET COLLECTED OR EXPENDED
REVENUES:				
TAXES	0	0	0	0%
PERMITS, FEES & ASSESSMENTS	0	0	0	0%
INTERGOVERNMENTAL REVENUE	5,228,379	5,228,379	958,948	18%
CHARGES FOR SERVICES	22,377,771	22,377,771	16,797,556	75%
FINES AND FORFEITURES	0	0	0	0%
MISCELLANEOUS REVENUE	487,300	487,300	985,901	202%
NON-OPERATING	9,967,040	9,967,040	0	0%
	38,060,490	38,060,490	18,742,405	49%

EXPENSES:				
GENERAL GOVERNMENT	0	0	0	0%
PUBLIC SAFETY	0	0	0	0%
ECONOMIC ENVIRONMENT	0	0	0	0%
PHYSICAL ENVIRONMENT	38,060,490	38,060,490	26,723,063	70%
TRANSPORTATION	0	0	0	0%
HUMAN SERVICES	0	0	0	0%
CULTURE & RECREATION	0	0	0	0%
	38,060,490	38,060,490	26,723,063	70%

MAJOR EXPENDITURE CATEGORIES:

PERSONAL SERVICES	2,447,239	2,447,239	1,704,350	70%
OPERATING EXPENDITURES	2,620,616	2,620,616	1,663,239	63%
CAPITAL OUTLAY	14,318,220	14,318,220	11,560,409	81%
DEBT SERVICE	788,712	788,712	788,699	100%
GRANTS AND AIDS	0	0	9,055	NA-
NON-OPERATING	8,980,703	8,980,703	6,019,078	67%
POWER COSTS	8,905,000	8,905,000	4,978,233	56%
	38,060,490	38,060,490	26,723,063	70%

CITY OF ALACHUA
 FINANCE DEPARTMENT ANALYSIS
 FOR THE PERIOD ENDING JULY 31, 2024

ENTERPRISE FUNDS REVENUES

REVENUE SOURCE	FY 23/24 APPROVED BUDGET	FY 23/24 AMENDED BUDGET	RECEIVED TO DATE FY 23/24	PERCENT COLLECTED
<u>INTERGOVERNMENTAL REVENUE</u>				
STATE GRANTS	798,325	798,325	163,394	20%
FEDERAL GRANTS	4,430,054	4,430,054	795,554	18%
SUBTOTAL	5,228,379	5,228,379	958,948	18%
<u>CHARGES FOR SERVICES</u>				
PHYSICAL ENVIRONMENT-ELECTRIC	16,786,971	16,786,971	10,542,880	63%
PHYSICAL ENVIRONMENT-WATER	2,240,000	2,240,000	2,594,507	116%
PHYSICAL ENVIRONMENT-WASTEWATER	3,285,800	3,285,800	3,606,854	110%
PHYSICAL ENVIRONMENT-MOSQUITO	65,000	65,000	53,315	82%
SUBTOTAL	22,377,771	22,377,771	16,797,556	75%
<u>MISCELLANEOUS REVENUE</u>				
INTEREST EARNINGS	92,500	92,500	141,043	152%
RENTS & ROYALTIES	32,000	32,000	32,571	102%
OTHER MISCELLANEOUS REVENUE	362,800	362,800	812,287	224%
SUBTOTAL	487,300	487,300	985,901	202%
<u>NON-OPERATING</u>				
DEBT PROCEEDS	0	0	0	0%
TRANSFERS IN	0	0	0	0%
FUND BALANCE & UNDER COLLECTION	9,967,040	9,967,040	0	0%
SUBTOTAL	9,967,040	9,967,040	0	0%
ENTERPRISE FUNDS	38,060,490	38,060,490	18,742,405	49%

CITY OF ALACHUA
 FINANCE DEPARTMENT ANALYSIS
 FOR THE PERIOD ENDING JULY 31, 2024

ENTERPRISE FUNDS EXPENDITURES
 BY MAJOR CATEGORY

DEPARTMENT/DIVISION	FY 23/24 AMENDED BUDGET	EXPENDED TO DATE	PERCENT EXPENDED TO DATE	ENCUMBERED TO DATE	PERCENT ENCUMBERED TO DATE	PERCENT EXPENDED & ENCUMBERED TO DATE
<u>ELECTRIC UTILITY</u>						
PERSONAL SERVICES	1,521,242	1,052,899	69%	0	0%	69%
OPERATING EXPENDITURES	947,457	744,988	79%	76,502	8%	87%
CAPITAL OUTLAY	3,648,445	1,746,944	48%	500,709	14%	62%
DEBT SERVICE	0	0	0%	0	0%	0%
GRANTS & AIDS	0	9,055	NA-	0	0%	NA-
NON-OPERATING	6,329,888	3,593,263	57%	0	0%	57%
POWER COSTS	8,905,000	4,978,233	56%	0	0%	56%
TOTAL EXPENDITURES	21,352,032	12,125,382	57%	577,211	3%	59%
<u>WATER UTILITY</u>						
PERSONAL SERVICES	344,663	167,120	48%	0	0%	48%
OPERATING EXPENDITURES	499,358	211,680	42%	22,901	5%	47%
CAPITAL OUTLAY	7,787,481	1,060,937	14%	6,506,900	84%	97%
DEBT SERVICE	165,684	165,663	100%	0	0%	100%
NON-OPERATING	1,526,681	1,426,681	93%	0	0%	93%
TOTAL EXPENDITURES	10,323,867	3,032,081	29%	6,529,801	63%	93%
<u>WASTEWATER UTILITY</u>						
PERSONAL SERVICES	569,210	477,327	84%	0	0%	84%
OPERATING EXPENDITURES	1,132,183	552,369	49%	52,063	5%	53%
CAPITAL OUTLAY	2,882,294	865,705	30%	879,214	31%	61%
DEBT SERVICE	623,028	623,036	100%	0	0%	100%
NON-OPERATING	1,044,134	944,134	90%	0	0%	90%
TOTAL EXPENDITURES	6,250,849	3,462,571	55%	931,277	15%	70%
<u>MOSQUITO CONTROL</u>						
PERSONAL SERVICES	12,124	7,004	58%	0	0%	58%
OPERATING EXPENDITURES	41,618	2,736	7%	0	0%	7%
CAPITAL OUTLAY	0	0	0%	0	0%	0%
NON-OPERATING	80,000	55,000	69%	0	0%	69%
TOTAL EXPENDITURES	133,742	64,740	48%	0	0%	48%
ENTERPRISE FUNDS	38,060,490	18,684,774	49%	8,038,289	21%	70%

CITY OF ALACHUA
FINANCE DEPARTMENT ANALYSIS
FOR THE PERIOD ENDING JULY 31, 2024

INTERNAL SERVICE FUND

FUND 700 - INTERNAL SERVICE FUND: The Internal Service Fund is used to account for the provision of goods or services by Utility Administration, Utility Operations, Utility Billing, Warehouse Operations, and postage services for the City's utility system and other departments.

	FY 23/24 APPROVED BUDGET	FY 23/24 AMENDED BUDGET	YEAR TO DATE FY 23/24	PERCENT OF BUDGET COLLECTED OR EXPENDED
REVENUES:				
TAXES	0	0	0	0%
PERMITS, FEES & ASSESSMENTS	0	0	440	NA+
INTERGOVERNMENTAL REVENUE	0	0	0	0%
CHARGES FOR SERVICES	0	0	0	0%
FINES AND FORFEITURES	0	0	0	0%
MISCELLANEOUS REVENUE	0	0	23,586	NA+
NON-OPERATING	4,414,756	4,414,756	4,019,078	91%
	<u>4,414,756</u>	<u>4,414,756</u>	<u>4,043,104</u>	<u>92%</u>
EXPENSES:				
GENERAL GOVERNMENT	3,413,769	3,413,769	2,262,813	66%
PUBLIC SAFETY	0	0	0	0%
ECONOMIC ENVIRONMENT	0	0	0	0%
PHYSICAL ENVIRONMENT	1,000,987	1,000,987	596,032	60%
TRANSPORTATION	0	0	0	0%
HUMAN SERVICES	0	0	0	0%
CULTURE & RECREATION	0	0	0	0%
	<u>4,414,756</u>	<u>4,414,756</u>	<u>2,858,845</u>	<u>65%</u>
MAJOR EXPENDITURE CATEGORIES:				
PERSONAL SERVICES	2,815,632	2,815,632	1,837,994	65%
OPERATING EXPENDITURES	998,210	998,210	568,908	57%
CAPITAL OUTLAY	180,000	180,000	170,815	95%
DEBT SERVICE	280,914	280,914	281,128	100%
GRANTS & AIDS	0	0	0	0%
NON-OPERATING	140,000	140,000	0	0%
POWER COSTS	0	0	0	0%
	<u>4,414,756</u>	<u>4,414,756</u>	<u>2,858,845</u>	<u>65%</u>

CITY OF ALACHUA
 FINANCE DEPARTMENT ANALYSIS
 FOR THE PERIOD ENDING JULY 31, 2024

INTERNAL SERVICE FUND REVENUES

REVENUE SOURCE	FY 23/24 APPROVED BUDGET	FY 23/24 AMENDED BUDGET	YEAR TO DATE FY 23/24	PERCENT COLLECTED
<u>PERMITS, FEES & ASSESSMENTS</u>				
OTHER LICENSES, FEES, AND PERMITS	0	0	440	NA+
SUBTOTAL	0	0	440	NA+
<u>INTERGOVERNMENTAL REVENUE</u>				
OTHER FEDERAL GRANTS	0	0	0	0%
SUBTOTAL	0	0	0	0%
<u>CHARGES FOR SERVICES</u>				
OTHER MISCELLANEOUS CHARGES	0	0	0	0%
SUBTOTAL	0	0	0	0%
<u>MISCELLANEOUS REVENUE</u>				
INTEREST EARNINGS	0	0	23,586	NA+
RENTS & ROYALTIES	0	0	0	0%
OTHER MISCELLANEOUS REVENUE	0	0	0	0%
SUBTOTAL	0	0	23,586	NA+
<u>NON-OPERATING</u>				
CONTRIBUTIONS FROM ENTERPRISE	0	0	0	0%
SERIES 2016 DEBT PROCEEDS	0	0	0	0%
INTERFUND TRANSFER	4,019,078	4,019,078	4,019,078	100%
FUND BALANCE & UNDER COLLECTION	395,678	395,678	0	0%
SUBTOTAL	4,414,756	4,414,756	4,019,078	91%
INTERNAL SERVICE FUND	4,414,756	4,414,756	4,043,104	92%

CITY OF ALACHUA
FINANCE DEPARTMENT ANALYSIS
FOR THE PERIOD ENDING JULY 31, 2024

INTERNAL SERVICE FUND EXPENDITURES
BY MAJOR CATEGORY

DEPARTMENT/DIVISION	FY 23/24 AMENDED BUDGET	EXPENDED TO DATE	PERCENT EXPENDED TO DATE	ENCUMBERED TO DATE	PERCENT ENCUMBERED TO DATE	PERCENT EXPENDED & ENCUMBERED TO DATE
<u>FAS / UTILITY OPERATIONS</u>						
PERSONAL SERVICES	364,212	312,602	86%	0	0%	86%
OPERATING EXPENDITURES	90,723	53,858	59%	46,435	51%	111%
CAPITAL OUTLAY	0	0	0%	0	0%	0%
NON-OPERATING	0	0	0%	0	0%	0%
TOTAL EXPENDITURES	454,935	366,460	81%	46,435	10%	91%
<u>FAS / UTILITY BILLING</u>						
PERSONAL SERVICES	408,514	294,589	72%	0	0%	72%
OPERATING EXPENDITURES	157,274	111,056	71%	415	0%	71%
CAPITAL OUTLAY	0	0	0%	0	0%	0%
NON-OPERATING	0	0	0%	0	0%	0%
TOTAL EXPENDITURES	565,788	405,645	72%	415	0%	72%
<u>PUBLIC SERVICES / UTILITY ADMINISTRATION</u>						
PERSONAL SERVICES	1,274,438	664,561	52%	0	0%	52%
OPERATING EXPENDITURES	333,800	165,478	50%	9,765	3%	52%
CAPITAL OUTLAY	0	0	0%	0	0%	0%
NON-OPERATING	0	0	0%	0	0%	0%
TOTAL EXPENDITURES	1,608,238	830,039	52%	9,765	1%	52%
<u>PUBLIC SERVICES-WAREHOUSE OPERATIONS</u>						
PERSONAL SERVICES	137,116	115,029	84%	0	0%	84%
OPERATING EXPENDITURES	31,430	25,847	82%	332	1%	83%
CAPITAL OUTLAY	110,000	110,000	100%	0	0%	100%
NON-OPERATING	0	0	0%	0	0%	0%
TOTAL EXPENDITURES	278,546	250,876	90%	332	0%	90%
<u>ISF - HUMAN RESOURCES</u>						
PERSONAL SERVICES	45,536	38,071	84%	0	0%	84%
OPERATING EXPENDITURES	707	573	81%	0	0%	81%
TOTAL EXPENDITURES	46,243	38,644	84%	0	0%	84%
<u>ISF - FAS / INFORMATION</u>						
PERSONAL SERVICES	35,105	29,360	84%	0	0%	84%
OPERATING EXPENDITURES	4,000	3,714	93%	0	0%	93%
TOTAL EXPENDITURES	39,105	33,074	85%	0	0%	85%

CITY OF ALACHUA
FINANCE DEPARTMENT ANALYSIS
FOR THE PERIOD ENDING JULY 31, 2024

INTERNAL SERVICE FUND EXPENDITURES
BY MAJOR CATEGORY

DEPARTMENT/DIVISION	FY 23/24 AMENDED BUDGET	EXPENDED TO DATE	PERCENT EXPENDED TO DATE	ENCUMBERED TO DATE	PERCENT ENCUMBERED TO DATE	PERCENT EXPENDED & ENCUMBERED TO DATE
<u>PUBLIC SERVICES-WATER DISTRIBUTION/COLLECTION</u>						
PERSONAL SERVICES	550,711	383,782	70%	0	0%	70%
OPERATING EXPENDITURES	380,276	137,761	36%	13,674	4%	40%
CAPITAL OUTLAY	70,000	60,815	87%	0	0%	87%
TOTAL EXPENDITURES	1,000,987	582,358	58%	13,674	1%	60%
<u>DEBT SERVICE FUND - SERIES 2016</u>						
DEBT SERVICE	280,914	281,128	100%	0	0%	100%
TOTAL EXPENDITURES	280,914	281,128	100%	0	0%	100%
<u>INTERNAL SERVICE FUND RESERVES</u>						
NON-OPERATING	140,000	0	0%	0	0%	0%
TOTAL EXPENDITURES	140,000	0	0%	0	0%	0%
INTERNAL SERVICE FUND	4,414,756	2,788,224	63%	70,621	2%	65%

**CITY OF ALACHUA
FINANCE DEPARTMENT ANALYSIS
FOR THE PERIOD ENDING JULY 31, 2024**

ALL CITY FUNDS

	FY 23/24 APPROVED BUDGET	FY 23/24 AMENDED BUDGET	YEAR TO DATE FY 23/24	PERCENT OF BUDGET COLLECTED OR EXPENDED
REVENUES:				
TAXES	10,620,024	10,620,024	9,845,579	93%
PERMITS, FEES & ASSESSMENTS	1,046,800	1,046,800	1,005,047	96%
INTERGOVERNMENTAL	8,119,786	8,218,009	2,959,623	36%
CHARGES FOR SERVICES	24,201,837	24,201,837	18,363,311	76%
FINES AND FORFEITURES	45,000	45,000	65,281	145%
MISCELLANEOUS REVENUE	677,200	696,200	1,289,238	185%
NON-OPERATING	22,022,372	22,022,372	7,092,601	32%
	<u>66,733,019</u>	<u>66,850,242</u>	<u>40,620,680</u>	<u>61%</u>

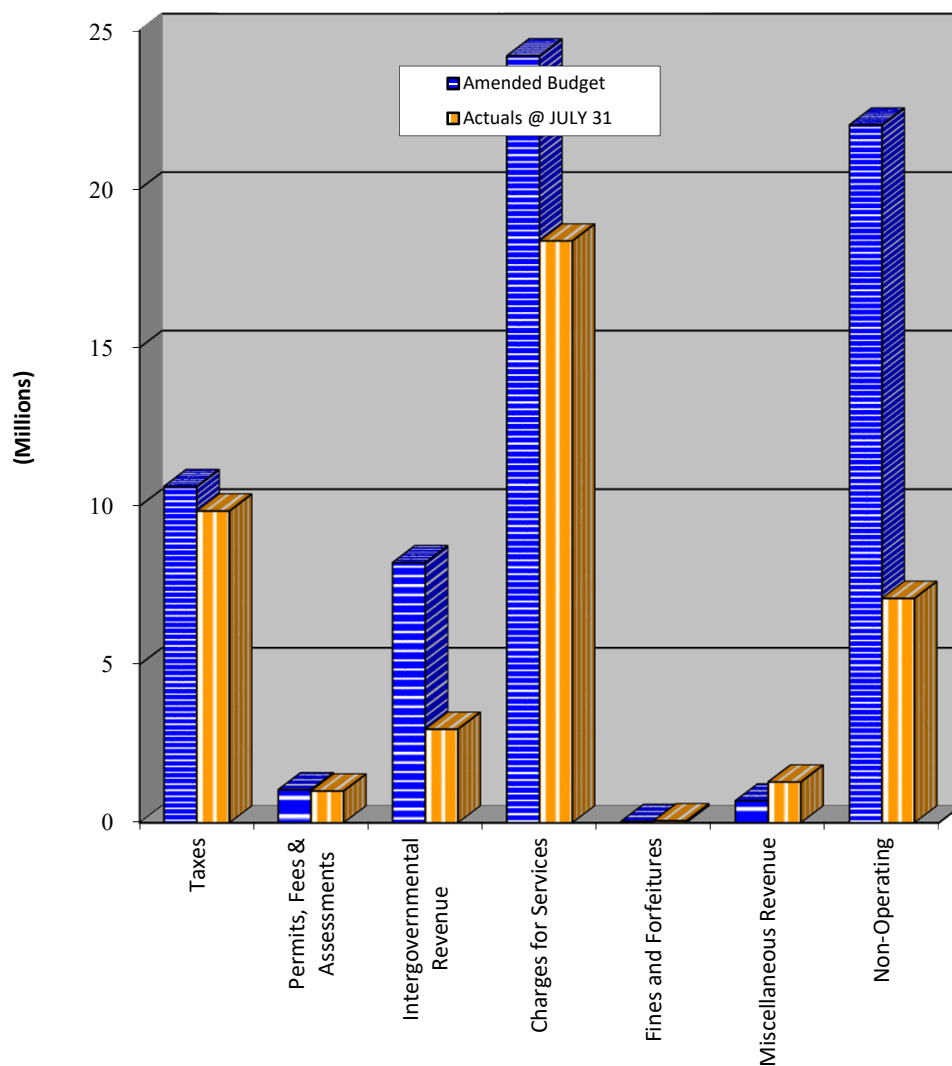
EXPENSES:				
GENERAL GOVERNMENT	13,081,079	13,081,079	8,716,709	89%
PUBLIC SAFETY	5,476,246	5,519,700	4,902,382	89%
ECONOMIC ENVIRONMENT	828,822	828,822	399,669	48%
PHYSICAL ENVIRONMENT	40,201,565	40,201,565	28,430,433	71%
TRANSPORTATION	4,375,018	4,375,018	1,931,655	44%
HUMAN SERVICES	0	73,769	66,570	90%
CULTURE & RECREATION	2,770,289	2,770,289	2,438,298	88%
	<u>66,733,019</u>	<u>66,850,242</u>	<u>46,885,716</u>	<u>70%</u>

MAJOR EXPENDITURE CATEGORIES:

PERSONAL SERVICES	14,927,361	14,892,561	11,542,731	78%
OPERATING EXPENDITURES	8,652,626	8,923,809	6,646,903	74%
CAPITAL OUTLAY	21,637,202	21,518,042	14,711,556	68%
DEBT SERVICE	1,869,900	1,869,900	1,869,962	100%
GRANTS & AIDS	316,501	316,501	44,930	14%
NON-OPERATING	10,424,429	10,424,429	7,092,601	68%
POWER COSTS	8,905,000	8,905,000	4,978,233	56%
	<u>66,733,019</u>	<u>66,850,242</u>	<u>46,886,916</u>	<u>70%</u>

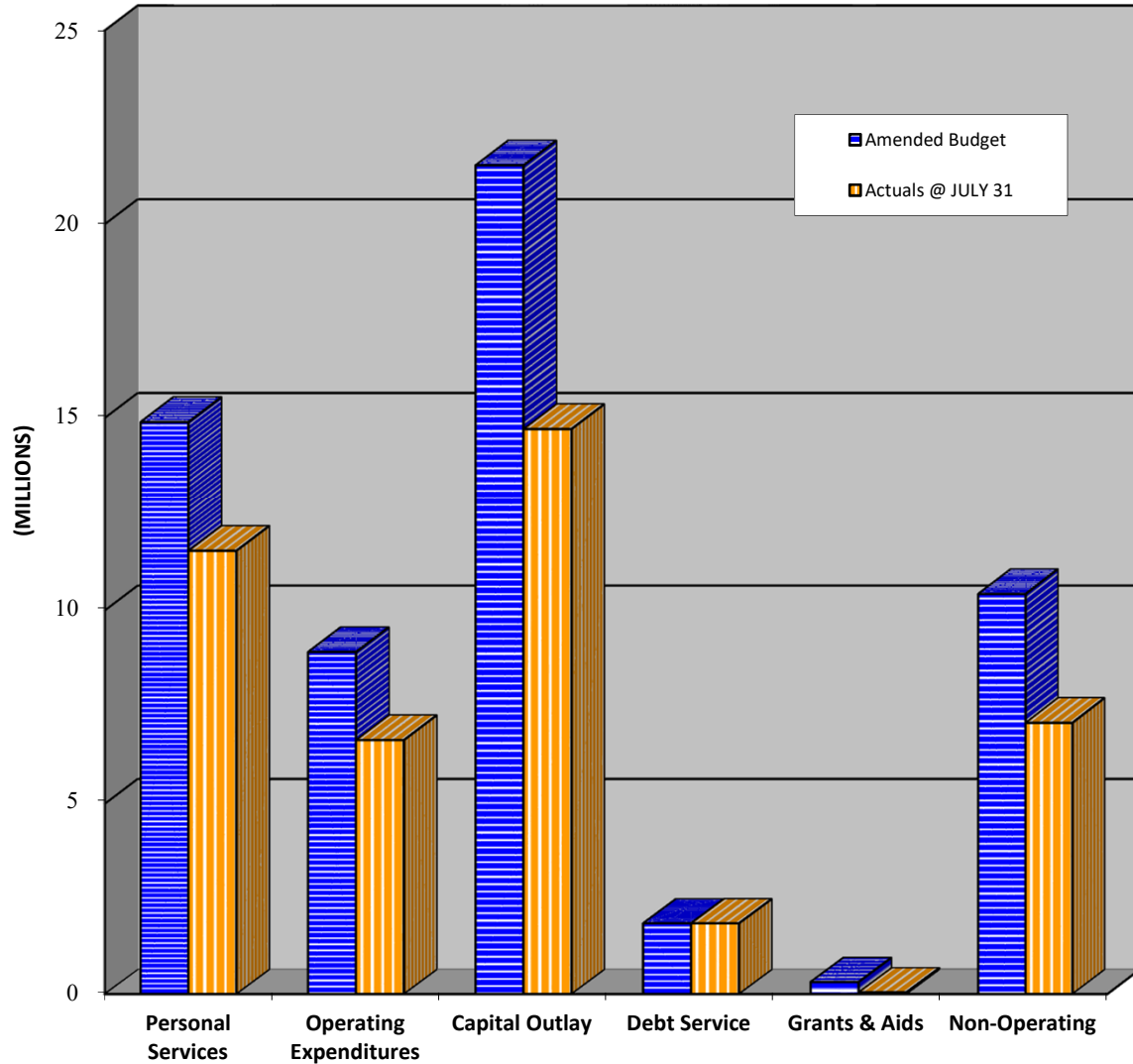
Revenues by Major Category All City Funds

The City of Alachua's overall revenues are at 61% of budget for the fiscal year. Taxes are at 93% of budget. These include ad valorem property taxes and public utility taxes. Other revenue sources are: Permits, Fees and Assessments (96%); Intergovernmental Revenue (36%); Charges for Services (76%); Fines and Forfeitures (145%); Miscellaneous Revenue (185%); and Non-Operating Revenue (32%).



Expenditures by Major Category All City Funds

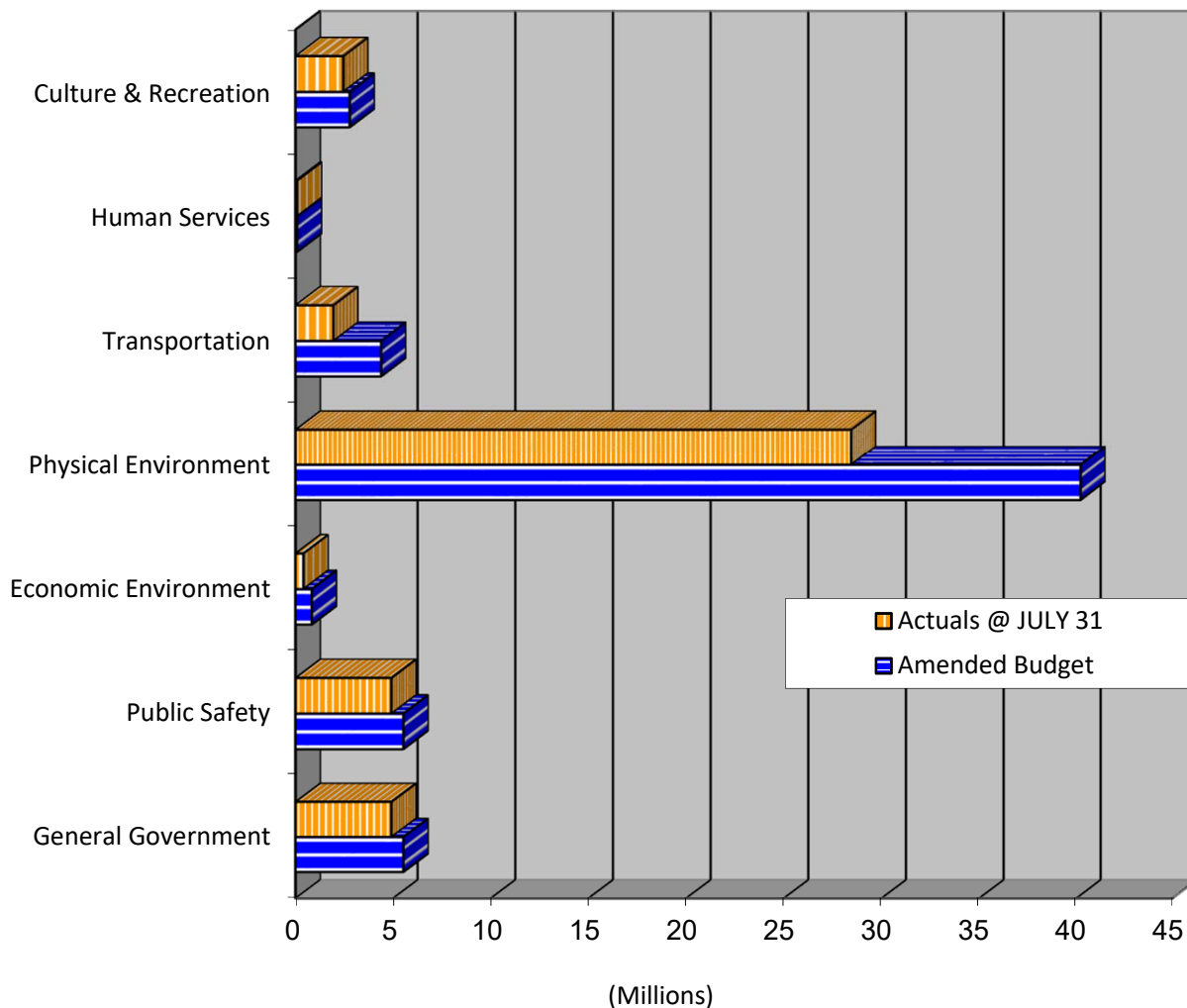
Overall, City expenditures and encumbrances are at 70% of budget for the period. The Personal Services category is at 78% of budget for the fiscal year. The Operating Expenditures category is at 74%, with encumbrances for legal and residential waste collection services of \$336K. Capital Outlay is at 68%, Debt Service is 100%, Grants & Aids is 14% and Non-Operating Expenditures are at 68%. Encumbrances for future expenditures account for 15.3% (aprox. \$10.2M) of the budget total.



* Encumbered activity are purchase orders that are reserved for payment, but have not been paid as of the report date.

Budget Performance by Function All City Funds

Overall, expenditures are at 70% of budget with General Government expenses at 89%, Public Safety at 89%, Economic Environment at 48%, Physical Environment at 71% (Enterprise Funds, Water Collection and Distribution & residential waste collection services), Transportation at 44%, Human Services at 90%, and Culture & Recreation at 88%.



INVESTMENTS AND CASH

Purpose

The purpose of this section is to report the City's cash and investment holdings at the end of each month. These funds are managed in accordance with the City's Investment Policies, which are designed to ensure the prudent management of public funds, the availability of operating and capital funds when needed, and an investment return competitive with comparable funds and financial market indices.

Investment Objectives

The foremost objective of the City's investment program is the safety of the principal of those funds within the portfolios. The portfolio is managed in a manner that funds are available to meet reasonably anticipated cash flow requirements in an orderly manner. The portfolio is designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. However, return on investment is insignificant in comparison to the safety and liquidity objectives described above. The City's core investments are limited to relatively low risk investment instruments in anticipation of earning fair return relative to the risk being assumed.

Defining Principal

Principal, when dealing with investments, can be defined as the original amount invested in a security.

Defining of Portfolio

A portfolio can be defined as various investment instruments possessed by an individual or organization.

Defining Rate of Return on Investment

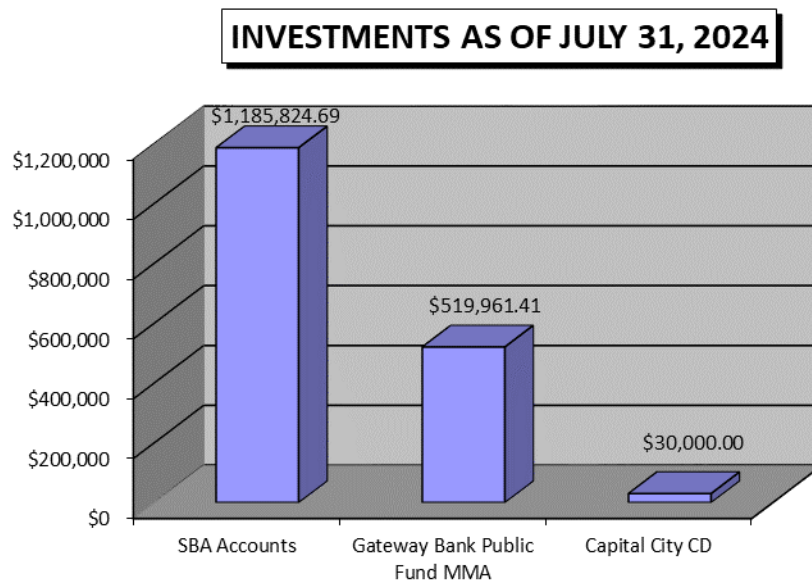
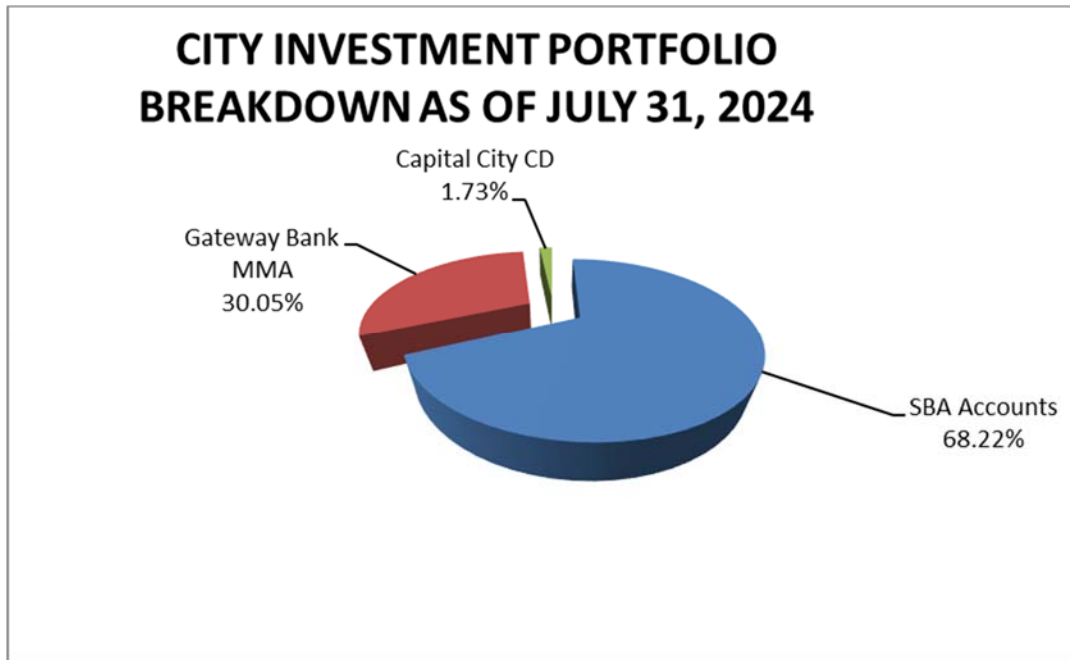
The Rate of Return on Investment refers to the benefits (the profits) to an investor or organization relative to the cost of the initial investment. It is similar to the rate of profit as a measure of profitability.

Conclusion

The City's cash and investments are pursuant to Section 218.415, Florida Statutes as well as the City's own adopted Investment Policy. To ensure that the City's funds are effectively managed, the Finance Director and other appropriate staff shall annually complete eight (8) hours of continuing professional education in subjects or courses of study related to investment practices and products.

INVESTMENTS AND CASH

As of July 31, 2024, the City's investment portfolio totaled **\$1,735,786.10**. The portfolio consists of: two State Board of Administration Investment Pool (SBA) accounts, one money market account and a certificate of deposit account. The graphs below illustrate the breakdown, by percentage, of each investment.



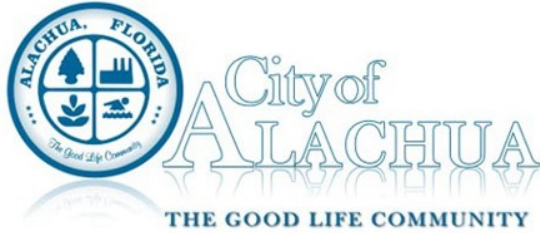
INVESTMENTS AND CASH

As of July 31, 2024, the City had cash holdings in several accounts with Capital City Bank, South State Bank (formerly CenterState Bank) and Renasant Bank (formerly Alarion & Heritage) that totaled **\$32,464,172.93**. Each bank account has a specific purpose. The accounts are listed as follows:

- Main Operating account: This account is for the City's daily deposits (utility payments, grant revenue, etc.) and expenses (vendor payments, debt service payments, etc.).
- Payroll account: This account is for payroll-related expenses (salaries payable).
- Community Redevelopment Agency (CRA) account: This account is for deposits and expenses related to CRA activities.
- Police Forfeiture account: This account is for fines and forfeiture funds received by the Alachua Police Department. Expenditures from this account will not be permitted without Commission approval.
- Series 2016 Repayment: This account is intended to be utilized to make the annual Series 2016 Debt payments.
- Restricted Deposit account: This account is for utility customer deposits only.
- Explorer account: This account is for deposits and expenses related to Police Explorer activities.
- Heritage Oaks account: This account is for funds related to the completion of improvements to the Heritage Oaks subdivision Phase I.
- SRF Repayment Money Market account: This account is for the repayment of the State Revolving Fund (SRF) loan related to the construction of the waste water facility.
- ARPA Account: This account is for funds received from the Federal Government through the American Rescue Plan Act. Funds are intended to be used to make necessary investments in water infrastructure.

The bank account balances as of the end of the report period are as follows:

Bank Account	July Balance	Percentage of Total
Operating Account	\$24,356,029.42	75.02%
Payroll Account	\$7,861.99	0.02%
CRA Account	\$796,238.95	2.45%
Police Forfeiture Account	\$3,389.47	0.01%
Series 2016 Repayment Account	\$875,025.26	2.70%
Deposit Account	\$2,115,079.50	6.52%
Explorer Account	\$9,115.29	0.03%
Heritage Oaks Account	\$4,325.46	0.01%
SRF Repayment Account	\$155,840.88	0.48%
ARPA Account	\$4,141,266.71	12.76%
TOTAL	\$32,464,172.93	100.00%



Commission Agenda Item

MEETING DATE: August 26, 2024

SUBJECT: Ordinance 24-09, Second Reading: AN ORDINANCE OF THE CITY OF ALACHUA, FLORIDA, EXTENDING THE CORPORATE LIMITS OF THE CITY OF ALACHUA, FLORIDA, TO INCLUDE CERTAIN LANDS LYING CONTIGUOUS TO THE EXISTING CORPORATE LIMITS OF THE CITY (TAX PARCEL 03044-001-002); PROVIDING THAT ALL EXISTING LAWS, ORDINANCES, RULES AND REGULATIONS SHALL APPLY IN SAID AREA; PROVIDING THAT THE PROPERTY LAND INHABITANTS ARE SUBJECT TO EXISTING INDEBTEDNESS AND LIABLE FOR TAXATION; PROVIDING AN EFFECTIVE DATE (Legislative Hearing).

PREPARED BY: Carson Crockett

RECOMMENDED ACTION:

Staff recommends that the City Commission approve Ordinance 24-09 on second and final reading.

RECOMMENDED MOTION:

I move that, based upon the presentation before this Commission and Staff's recommendation, this Commission finds the application for a voluntary annexation submitted by Nicholas Jones on behalf of Browning Family Revocable Trust to be consistent with the City of Alachua Comprehensive Plan and approves Ordinance 24-09 on second and final reading.

Summary

A request by Nicholas Jones of Alakai Acquisitions, LLC, applicant and agent for Browning Family Revocable Trust, property owner, for the voluntary annexation of a ± 1.28-acre subject property generally located at the northwest corner of US highway 441 and Country Road 235A (tax parcel 03044-001-002) into the municipal limits of the City of Alachua, Florida.

On August 12, 2024, the City Commission of the City of Alachua held a public hearing and approved Ordinance 24-09 on first reading.

FINANCIAL IMPACT

ADDITIONAL FINANCIAL INFORMATION

COMMISSION GOALS

ATTACHMENTS

1. Ordinance 24-09
2. August 12, 2024, Feasibility Study to the City Commission
3. Board of County Commissioners Notice Materials
4. Public Notice Materials (First Reading)
5. AD_PA24-0002_2nd Hearing Published Notice_2024_08_15

ORDINANCE 24-09

AN ORDINANCE OF THE CITY OF ALACHUA, FLORIDA, EXTENDING THE CORPORATE LIMITS OF THE CITY OF ALACHUA, FLORIDA, TO INCLUDE CERTAIN LANDS LYING CONTIGUOUS TO THE EXISTING CORPORATE LIMITS OF THE CITY (TAX PARCEL 03044-001-002); PROVIDING THAT ALL EXISTING LAWS, ORDINANCES, RULES AND REGULATIONS SHALL APPLY IN SAID AREA; PROVIDING THAT THE PROPERTY LAND INHABITANTS ARE SUBJECT TO EXISTING INDEBTEDNESS AND LIABLE FOR TAXATION; PROVIDING AN EFFECTIVE DATE.

RECITALS

WHEREAS, Jannette L. Browning and D. Holton Browning, as Trustees of the Browning Family Revocable Trust, owner of the property to be annexed, have authorized the execution of a petition requesting that the City limits of the City of Alachua, Florida, be extended to include their land; and,

WHEREAS, pursuant to the provisions of Florida Statute 171.044, a notice of annexation has been published once each week for two consecutive weeks in the Alachua County Today newspaper, meeting the requirements of advertising in Florida Statute 171.044; and,

WHEREAS, pursuant to the provisions of Florida Statute 171.044, a notice of annexation has been delivered by certified mail to the Board of County Commissioners of Alachua County, Florida no fewer than 10 days prior to the publishing of the first required notice of annexation meeting the requirements of notice in Florida Statute 171.044; and,

WHEREAS, pursuant to the provisions of Florida Statute 171.042, a written notice of annexation has been mailed to each person who resides or owns property within the area proposed to be annexed no fewer than 10 days prior to the first public hearing and the notice has been kept available for public inspection during the regular business hours in the Office of the Deputy City Clerk of the City of Alachua, Florida; and,

WHEREAS, City Staff has prepared a feasibility study meeting the requirements of Florida Statute 171.042 and the feasibility study has been filed with the Board of County Commissioners of Alachua County, Florida no fewer than 15 days prior to commencing annexation procedures; and,

WHEREAS, the City Commission of the City of Alachua, Florida finds that the real property is contiguous to the existing City boundaries of the City of Alachua, Florida, and is reasonably compact, and does not create an enclave, and meets the requirements of character as established in Florida Statute 171.043.

NOW THEREFORE BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF ALACHUA, FLORIDA:

Section 1.

The corporate limits of the City of Alachua, Florida, are hereby amended to include lands described in the legal description attached to this ordinance and identified as "Exhibit A."

Section 2.

A location map is hereby attached to this ordinance and identified as “Exhibit B.”

Section 3.

All laws, ordinances, rules and regulations of the City of Alachua, Florida, of general application throughout the existing boundaries and corporate limits shall apply through the boundaries and corporate limits of said City as extended by this Ordinance.

Section 4.

Until the City of Alachua, Florida shall exercise its zoning power over the territories annexed, all of the current zoning regulations and maps heretofore adopted by the Board of County Commissioners of Alachua County, Florida, shall continue in full force and effect throughout the territory being annexed, and shall be enforced by the City of Alachua.

Section 5.

This Ordinance shall take effect immediately after its passage and adoption.

Passed on First Reading the 12th day of August, 2024.

PASSED and ADOPTED, in regular session, with a quorum present and voting, by the City Commission, upon second and final reading this 26th day of August, 2024.

CITY COMMISSION OF THE
CITY OF ALACHUA, FLORIDA

Gib Coerper, Mayor
SEAL

ATTEST:

APPROVED AS TO FORM

Mike DaRoza, City Manager/Clerk

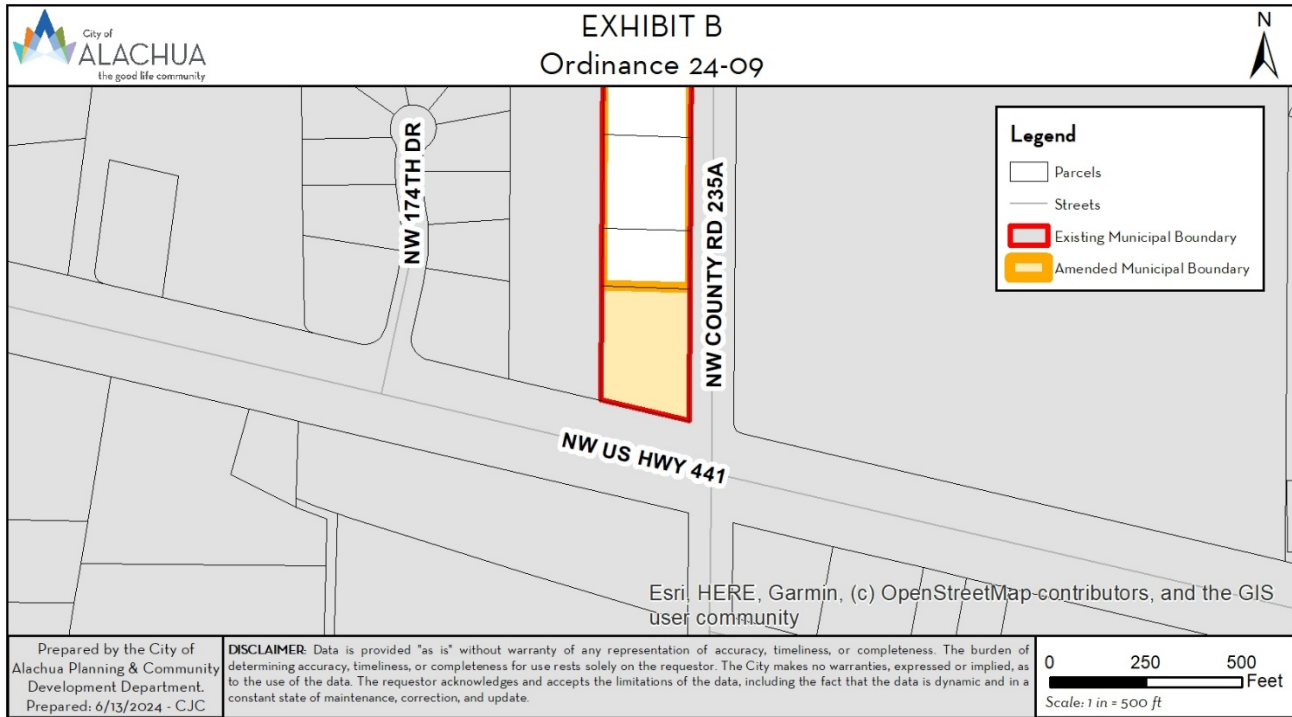
Marian B. Rush, City Attorney

EXHIBIT A

A tract of land located in the Southeast $\frac{1}{4}$ of Section 8, Township 8 South, Range 18 East, Alachua County, Florida, being more particularly described as follows:

For a point of reference commence at the Southeast corner of said Section 8: thence run North 01 deg. 49 min. West, along the East line of said Section 8 a distance of 2010.55 feet; thence run South 89 deg. 29 min. West, 50 feet to the Westerly right-of-way of State Road S-235A being the point of beginning; thence from said point of beginning continue South 89 deg. 29 min. West, a distance of 200 feet; thence run South 01 deg. 49 min. East, a distance of 257.75 feet to the Northerly right-of-way line a distance of 205.2 feet to the said Westerly right-of-way line of State Road No. S235A; thence run North 01 deg. 49 min. West, along said Westerly right-of-way line, a distance of 298.4 feet to close on said point of beginning.

EXHIBIT B





City of Alachua

Planning & Community Development Department

Feasibility Study

City Commission Meeting Date:
Legislative Hearing

August 12, 2024
Application #: PA24-0002

SUBJECT: Feasibility Study for a request for voluntary annexation of the subject property into the municipal limits of the City of Alachua, Florida

APPLICANT/AGENT: Nicholas Jones, Alakai Acquisitions, LLC

PROPERTY OWNER: Browning Family Revocable Trust

LOCATION: Generally located at the northwest corner of the intersection of US Highway 441 and County Road 235A (NW 173rd Street)

PARCEL ID NUMBER: 03044-001-002

FLUM DESIGNATION: Rural/Agriculture (County)

ZONING: Administrative and Professional (AP) (County)

OVERLAY: N/A

ACREAGE: ± 1.28

PROJECT PLANNER: Carson J. Crockett, AICP Candidate

RECOMMENDED ACTION: Staff recommends that the City Commission approve Ordinance 24-09 upon first reading and schedule second and final reading of Ordinance 24-09 for September 9, 2024.

RECOMMENDED MOTION: *I move that, based upon the presentation before this Commission and Staff's recommendation, this Commission finds the application for a voluntary annexation submitted by Nicholas Jones on behalf of Browning Family Revocable Trust to be consistent with the City of Alachua Comprehensive Plan and (1) approves Ordinance 24-09 on first reading and (2) schedules second and final reading of Ordinance 24-09 for September 9, 2024.*

SUMMARY

This application is a request by Nicholas Jones of Alakai Acquisitions, LLC, applicant and agent for Browning Family Revocable Trust, property owner, for the voluntary annexation of a ± 1.28-acre subject property generally located at the northwest corner of US highway 441 and Country Road 235A (tax parcel 03044-001-002) into the municipal limits of the City of Alachua, Florida.

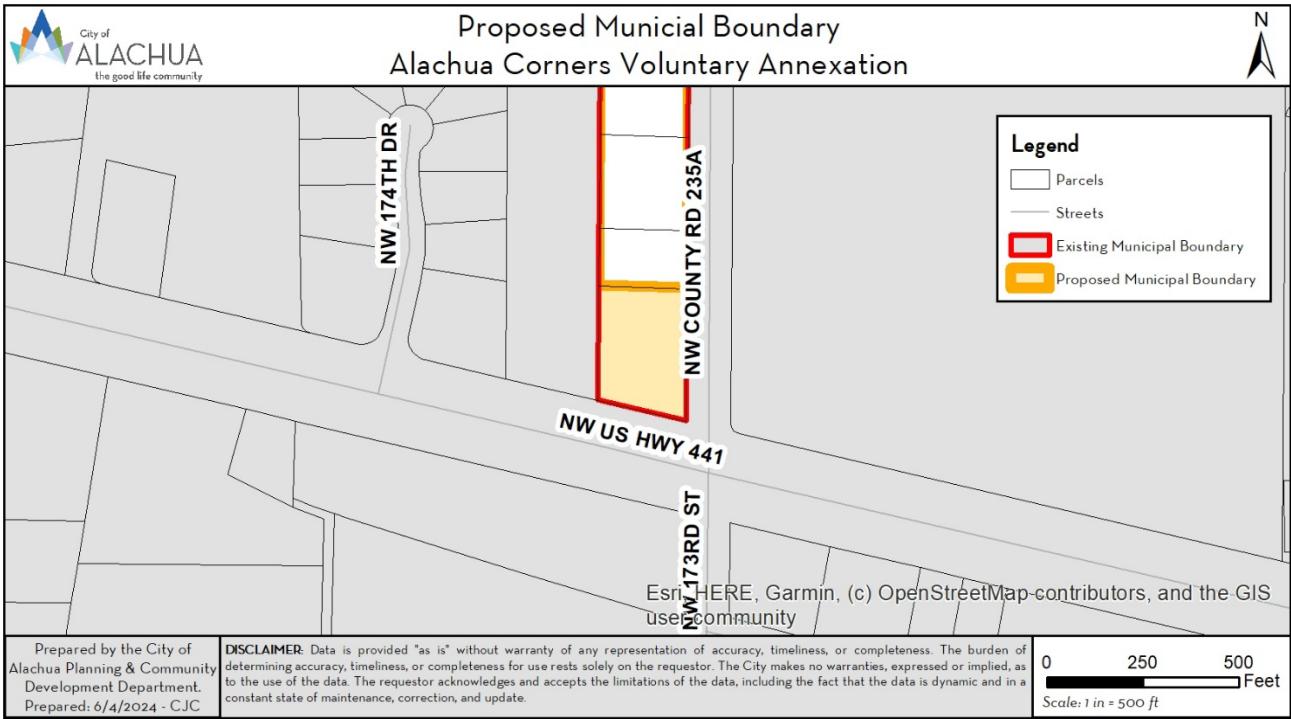


Figure 1. Proposed Municipal Boundary

EXISTING USES

The subject property is undeveloped and is comprised primarily of cleared lands. The existing uses, Future Land Use Map (FLUM) designations, and zoning districts of the subject property are identified in Table 1.

Table 1. Existing Land Uses

Existing Use(s)	FLUM Designation(s)	Zoning District(s)
Vacant	Rural/Agricultural (County)	Administrative and Professional (AP) (County)

SURROUNDING USES

The existing uses, Future Land Use Map (FLUM) designations, and zoning districts of the surrounding area are identified in Table 2. Figure 2 provides an overview of the vicinity of the subject property. Figure 3 provides an overview of the surrounding future land use map designations. (NOTE: The information below is intended to provide a general overview of the area surrounding the subject property and to generally orient the reader. The information below is not intended to be all-inclusive, and may not identify all existing uses, FLUM designations, and/or zoning districts surrounding the subject property.)

Table 2. Surrounding Land Uses

Direction	Existing Use(s)	FLUM Designation(s)	Zoning District(s)
North	Single-Family Detached Residential	Rural/Agricultural (County)	Agricultural (A) (County)
South	Vehicle Sales and Services; Retail and Sales	Commercial	Commercial Intensive (CI)
East	High School	Public	Agricultural (A)
West	Religious Institution	Agriculture	Agricultural (A)

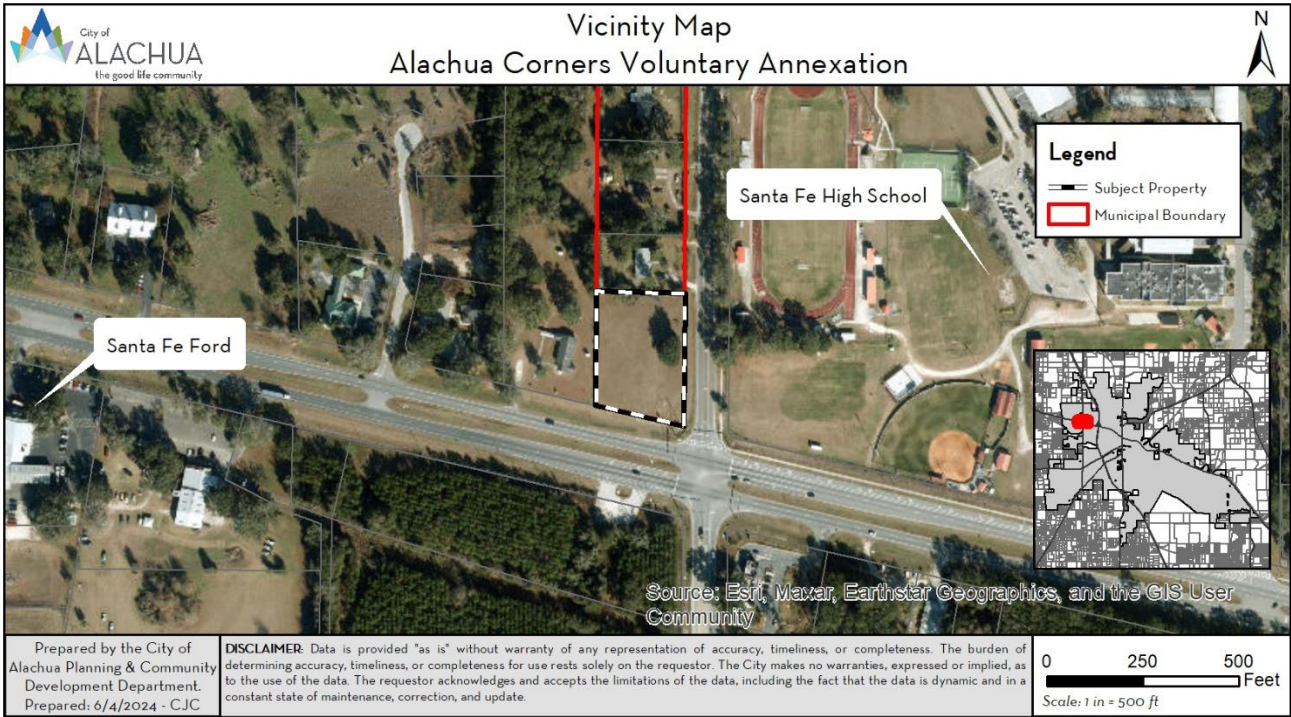


Figure 2. Vicinity Map

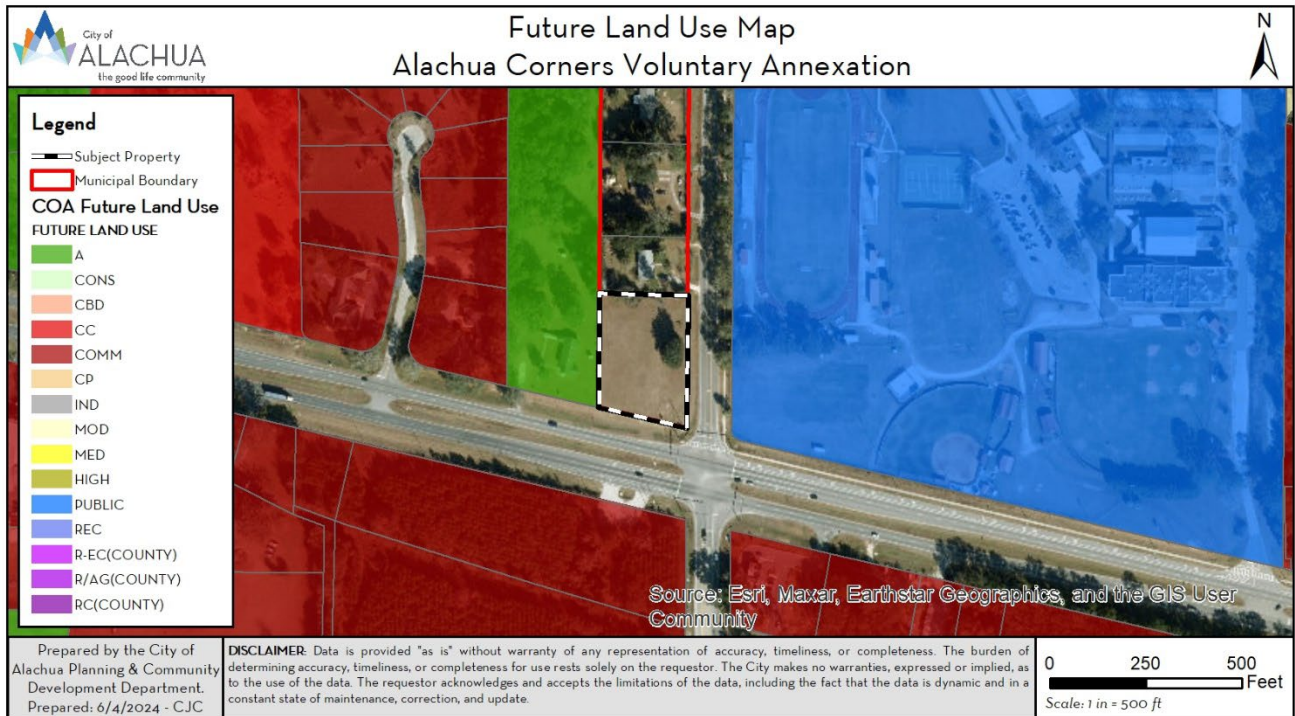


Figure 3. Future Land Use Map

CHARACTER OF THE AREA TO BE ANNEXED

Chapter 171.043, Florida Statutes, establishes the standards for which the area to be annexed must be found consistent in character with. The subject property proposed to be annexed has been evaluated against these standards.

171.043 A municipal governing body may propose to annex an area only if it meets the general standards of subsection (1) and the requirements of either subsection (2) or subsection (3).

- (1) The total area to be annexed must be contiguous to the municipality's boundaries at the time the annexation proceeding is begun and reasonably compact, and no part of the area shall be included within the boundary of another incorporated municipality.

Evaluation & Findings: Chapter 171.031, Florida Statutes, defines contiguous as meaning "that a substantial part of a boundary of the territory sought to be annexed by a municipality is coterminous with a part of the boundary of the municipality." The subject property is coterminous on three of its four sides with the City of Alachua boundary and meets the definition of contiguous. Chapter 171.031, Florida Statutes, defines compactness as meaning "concentration of a piece of property in a single area and precludes any action which would create enclaves, pockets, or finger areas in serpentine patterns." The subject property is confined to one area and reduces an existing enclave, meeting the definition of compactness. The subject property is not already incorporated within another municipality.

- (3) In addition to the area being developed for urban purposes, a municipal governing body may include in the area to be annexed any area which does not meet the requirements of subsection (2) if such area either:
 - (a) Lies between the municipal boundary and an area developed for urban purposes, so that the area developed for urban purposes is either not adjacent to the municipal boundary and cannot be served by the municipality without extending services or water or sewer lines through such sparsely developed area; or
 - (b) Is adjacent, on at least 60 percent of its external boundary, to any combination of the municipal boundary and the boundary of an area or areas developed for urban purposes as defined in subsection (2).

Evaluation & Findings: The subject property is adjacent on at least 60 percent of its external boundary to the City of Alachua boundary and the boundary of areas developed for urban purposes.

Evaluation & Findings: The subject property proposed for voluntary annexation meets the criteria established in Chapter 171.043, Florida Statutes.

COMPRHENSIVE PLAN CONSISTENCY ANALYSIS

The Goals, Objectives, and Policies (GOPs) identified below are provided to establish a basis of the application's consistency with the Comprehensive Plan. There may be additional GOPs which the application is consistent with that are not identified within this report. An evaluation and findings of consistency with the identified GOPs is also provided below.

Future Land Use Element

Goal 8: Annexation

The City shall ensure that annexations comply with the requirements of Chapter 171, Florida Statutes, and shall coordinate with Alachua County and surrounding municipalities to ensure efficient service delivery and coordinated planning within each jurisdiction.

Evaluation & Findings: An analysis of the proposed voluntary annexation in relation to the requirements of Chapter 171, Florida Statutes, has been included within this report. The proposed voluntary annexation is found to comply with the requirements of Chapter 171, Florida Statutes.

PUBLIC FACILITIES IMPACT ANALYSIS

Chapter 171.042, Florida Statutes, establishes prerequisites to annexation, including the setting forth of plans for extending each major municipal service performed within the city at the time of annexation. Impacts to existing public facilities are expected to be de minimis as the subject property is vacant and any future development will require amending the City’s Comprehensive Plan and Official Zoning Atlas. Impacts to existing public facilities will be reevaluated at that time.

The subject property is already located within the City’s Community Wastewater Service Area and Community Potable Water Service Area as established in the Community Facilities Element of the City’s Comprehensive Plan; therefore, no extension of utilities to service the subject property will be required. Figure 4 demonstrates the subject property’s location in relation to existing pressurized water mains and wastewater force and gravity mains.

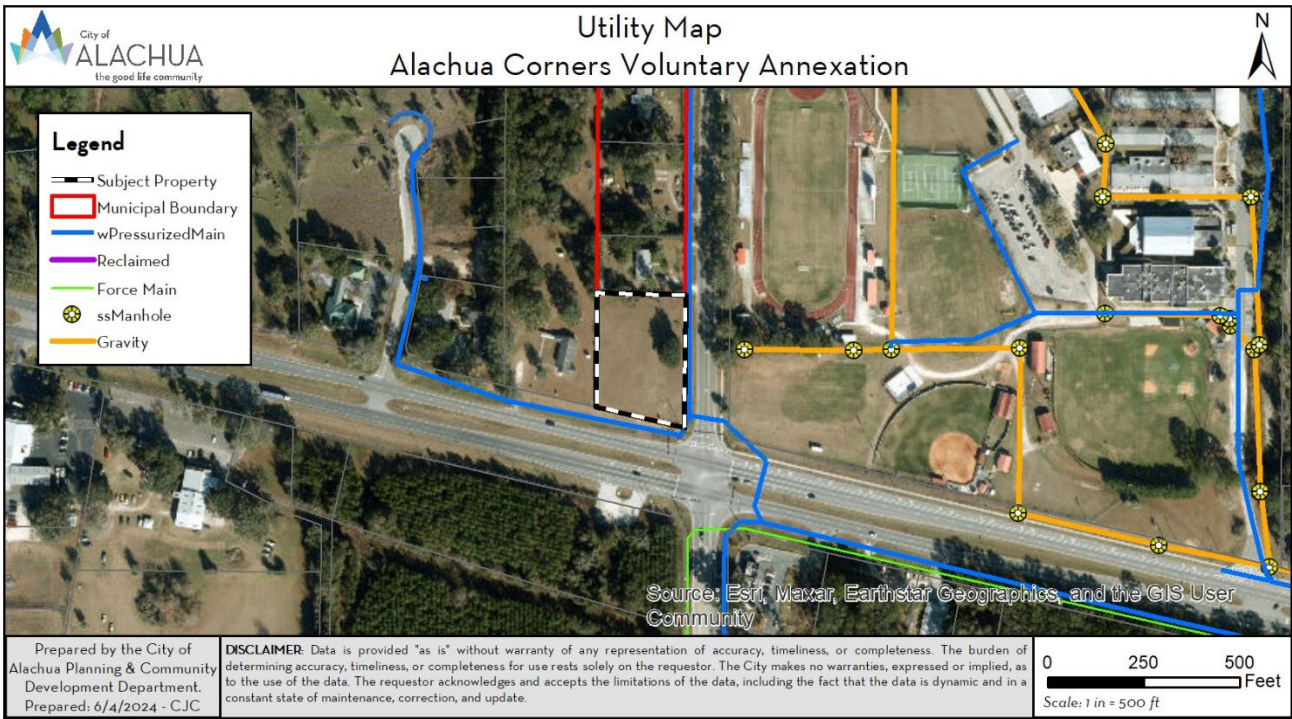


Figure 4. Utility Map

EXHIBIT "A"
TO
PA24-0002
ALACHUA CORNERS VOLUNTARY ANNEXATION
FEASIBILITY STUDY

DRAFT ORDINANCE 24-09

ORDINANCE 24-09

AN ORDINANCE OF THE CITY OF ALACHUA, FLORIDA, EXTENDING THE CORPORATE LIMITS OF THE CITY OF ALACHUA, FLORIDA, TO INCLUDE CERTAIN LANDS LYING CONTIGUOUS TO THE EXISTING CORPORATE LIMITS OF THE CITY (TAX PARCEL 03044-001-002); PROVIDING THAT ALL EXISTING LAWS, ORDINANCES, RULES AND REGULATIONS SHALL APPLY IN SAID AREA; PROVIDING THAT THE PROPERTY LAND INHABITANTS ARE SUBJECT TO EXISTING INDEBTEDNESS AND LIABLE FOR TAXATION; PROVIDING AN EFFECTIVE DATE.

RECITALS

WHEREAS, Jannette L. Browning and D. Holton Browning, as Trustees of the Browning Family Revocable Trust, owner of the property to be annexed, have authorized the execution of a petition requesting that the City limits of the City of Alachua, Florida, be extended to include their land; and,

WHEREAS, pursuant to the provisions of Florida Statute 171.044, a notice of annexation has been published once each week for two consecutive weeks in the Alachua County Today newspaper, meeting the requirements of advertising in Florida Statute 171.044; and,

WHEREAS, pursuant to the provisions of Florida Statute 171.044, a notice of annexation has been delivered by certified mail to the Board of County Commissioners of Alachua County, Florida no fewer than 10 days prior to the publishing of the first required notice of annexation meeting the requirements of notice in Florida Statute 171.044; and,

WHEREAS, pursuant to the provisions of Florida Statute 171.042, a written notice of annexation has been mailed to each person who resides or owns property within the area proposed to be annexed no fewer than 10 days prior to the first public hearing and the notice has been kept available for public inspection during the regular business hours in the Office of the Deputy City Clerk of the City of Alachua, Florida; and,

WHEREAS, City Staff has prepared a feasibility study meeting the requirements of Florida Statute 171.042 and the feasibility study has been filed with the Board of County Commissioners of Alachua County, Florida no fewer than 15 days prior to commencing annexation procedures; and,

WHEREAS, the City Commission of the City of Alachua, Florida finds that the real property is contiguous to the existing City boundaries of the City of Alachua, Florida, and is reasonably compact, and does not create an enclave, and meets the requirements of character as established in Florida Statute 171.043.

NOW THEREFORE BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF ALACHUA, FLORIDA:

Section 1.

The corporate limits of the City of Alachua, Florida, are hereby amended to include lands described in the legal description attached to this ordinance and identified as "Exhibit A."

Section 2.

A location map is hereby attached to this ordinance and identified as “Exhibit B.”

Section 3.

All laws, ordinances, rules and regulations of the City of Alachua, Florida, of general application throughout the existing boundaries and corporate limits shall apply through the boundaries and corporate limits of said City as extended by this Ordinance.

Section 4.

Until the City of Alachua, Florida shall exercise its zoning power over the territories annexed, all of the current zoning regulations and maps heretofore adopted by the Board of County Commissioners of Alachua County, Florida, shall continue in full force and effect throughout the territory being annexed, and shall be enforced by the City of Alachua.

Section 5.

This Ordinance shall take effect immediately after its passage and adoption.

Passed on First Reading the ____ day of ____.

PASSED and ADOPTED, in regular session, with a quorum present and voting, by the City Commission, upon second and final reading this ____ day of ____ 2024.

CITY COMMISSION OF THE
CITY OF ALACHUA, FLORIDA

Gib Coerper, Mayor
SEAL

ATTEST:

APPROVED AS TO FORM

Mike DaRoza, City Manager/Clerk

Marian B. Rush, City Attorney

EXHIBIT A

A tract of land located in the Southeast $\frac{1}{4}$ of Section 8, Township 8 South, Range 18 East, Alachua County, Florida, being more particularly described as follows:

For a point of reference commence at the Southeast corner of said Section 8: thence run North 01 deg. 49 min. West, along the East line of said Section 8 a distance of 2010.55 feet; thence run South 89 deg. 29 min. West, 50 feet to the Westerly right-of-way of State Road S-235A being the point of beginning; thence from said point of beginning continue South 89 deg. 29 min. West, a distance of 200 feet; thence run South 01 deg. 49 min. East, a distance of 257.75 feet to the Northerly right-of-way line a distance of 205.2 feet to the said Westerly right-of-way line of State Road No. S235A; thence run North 01 deg. 49 min. West, along said Westerly right-of-way line, a distance of 298.4 feet to close on said point of beginning.

EXHIBIT B

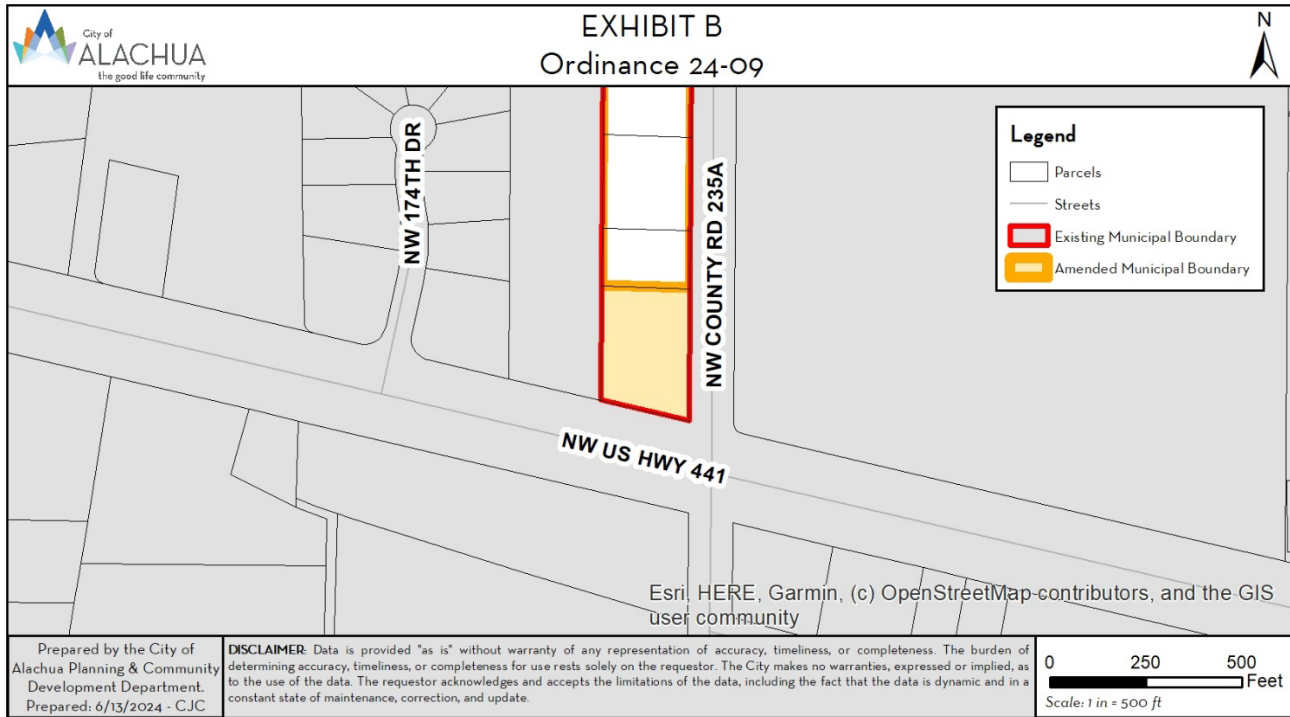


EXHIBIT “B”
TO
PA24-0002
ALACHUA CORNERS VOLUNTARY ANNEXATION
FEASIBILITY STUDY

SUPPORTING APPLICATION MATERIALS
SUBMITTED BY CITY STAFF TO THE
CITY COMMISSION



City of Alachua

MIKE DAROZA
CITY MANAGER

PLANNING & COMMUNITY DEVELOPMENT
DIRECTOR KATHY WINBURN

June 6, 2024

Submitted electronically to Nick@RedBellPartners.com

Nicholas Jones, Managing Member
Alakai Acquisitions, LLC
2469 N John Young Pkwy, Suite C
Orlando, FL 32804

Application #: PA24-0002

RE: Notice of Hearing to be Scheduled for Voluntary Annexation of Parcel 03044-001-002

Dear Nicholas Jones,

On May 20, 2024 the City of Alachua received your voluntary annexation application, which proposes the annexation of a $\pm$ 1.28-acre subject property generally located at the northwest corner of US Highway 441 and County Road 235A (tax parcel(s) 03044-001-002). Based on review of the materials submitted, the City has determined that this application can now be scheduled for a hearing before the City Commission.

The application has been tentatively scheduled for first hearing at the **August 12, 2024** City Commission meeting (*the application may be rescheduled should an applicable County or State agency provide comment on the application once the item has been noticed*).

If you plan to utilize a PowerPoint presentation or would like other materials to be available for reference during the public hearing, please submit the presentation or materials no later than 12:00 PM one week prior to the City Commission meeting; therefore, the presentation or materials must be submitted no later than 12:00 PM on **Monday, August 5, 2024**. Any presentation or materials may be submitted electronically by emailing them to planning@cityofalachua.org.

If you have any questions regarding the information above, please contact me at (386) 418-6137 or via email at ccrockett@cityofalachua.org.

Sincerely,

Carson J. Crockett, AICP Candidate
Planner

CC: Mike DaRoza, City Manager *(by electronic mail)*
Rodolfo Valladares, Assistant City Manager *(by electronic mail)*
Kathy Winburn, Planning & Community Development Director *(by electronic mail)*
Justin Tabor, AICP, Principal Planner *(by electronic mail)*
Adam Hall, AICP, Principal Planner *(by electronic mail)*
Project File



City of Alachua

MIKE DAROZA
CITY MANAGER

PLANNING & COMMUNITY DEVELOPMENT
DIRECTOR KATHY WINBURN

May 20, 2024

Submitted electronically to Nick@RedBellPartners.com

Nicholas Jones, Managing Member
Alakai Acquisitions, LLC
2469 N John Young Pkwy, Suite C
Orlando, FL 32804

Application #: PA24-0002

RE: Completeness Review for Voluntary Annexation of Parcel 03044-001-002

Dear Nicholas Jones,

On May 20, 2024 the City of Alachua received your voluntary annexation application, which proposes the annexation of a $\pm$ 1.28-acre subject property generally located at the northwest corner of US Highway 441 and County Road 235A (tax parcel(s) 03044-001-002).

According to Section 2.6.6 of the City's Land Development Regulations (LDRs), upon receipt of an application, a completeness review shall be conducted to determine that the application contains all the necessary information and materials, is in proper form and of sufficient detail, and is accompanied by the appropriate fee. The Planning & Community Development Department has reviewed the aforementioned application for completeness and finds that the application is complete.

This determination is based solely on a preliminary review of your application for completeness. An in-depth review of the content of the application will be performed, and the findings transmitted under separate cover.

If you have any questions regarding the information above, please contact me at (386) 418-6137 or via email at ccrockett@cityofalachua.org.

Sincerely,

Carson J. Crockett, AICP Candidate
Planner

CC: Kathy Winburn, Planning & Community Development Director *(by electronic mail)*
Justin Tabor, AICP, Principal Planner *(by electronic mail)*
Adam Hall, AICP, Principal Planner *(by electronic mail)*
Project File

7022 3330 0000 3061 4666

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only	
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City, State, ZIP+4® Gainesville, FL 32601	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	

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U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only	
For delivery information, visit our website at www.usps.com .	
OFFICIAL USE	
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Postage \$	
Total Postage and Fees \$	
Sent To Michelle L. Lieberman	
Street and Apt. No., or PO Box No. 12 SE 1st St	
City, State, ZIP+4® Gainesville, FL 32601	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 1. Article Addressed to: Board of County Commissioners Alachua County, Florida 12 SE 1st Street Gainesville, FL 32601  9590 9402 5896 0049 7145 57 2. Article Number (Transfer from service label) 7022 3330 0000 3061 4666	A. Signature X ☐ Agent ☐ Addressee B. Received by (Printed Name) C. Date of Delivery D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No 3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☐ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Insured Mail Restricted Delivery (over \$500) ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Return Receipt for Merchandise ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery
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SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 1. Article Addressed to: Michelle L. Lieberman Alachua County, Florida 12 SE 1st Street Gainesville, FL 32601  9590 9402 5896 0049 7145 64 2. Article Number (Transfer from service label) 7022 3330 0000 3061 4673	A. Signature X ☐ Agent ☐ Addressee B. Received by (Printed Name) C. Date of Delivery D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No 3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☐ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Insured Mail Restricted Delivery (over \$500) ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Return Receipt for Merchandise ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery
PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt	

USPS TRACKING#



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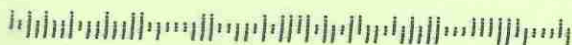
United States
Postal Service

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City of Alachua
ATTN: Planning - Carson Crockett
PO Box 9
Alachua, FL 32616-0009

First-Class Mail
Postage & Fees Paid
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Permit No. G-10

JUL 18 2024



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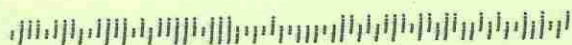
United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

City of Alachua
ATTN: Planning - Carson Crockett
PO Box 9
Alachua, FL 32616-0009

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

JUL 18 2024



July 11, 2024

Board of County Commissioners
Alachua County, Florida
12 SE 1st Street
Gainesville, Florida 32601

RE: Notice of Proposed Annexation and Feasibility Study as Required by Florida Statute

Dear Alachua County Board of County Commissioners,

As required by Florida Statute 171.042, the City of Alachua is providing the Board of County Commissioners the attached feasibility study regarding the proposed voluntary annexation of a $\pm$ 1.28-acre subject property generally located at the northwest corner of US Highway 441 and County Road 235A (tax parcel(s) 03044-001-002).

This letter and its incorporated attachments serve to fulfill the City of Alachua's requirement to notice the Board of County Commissioners of Alachua County, Florida no fewer than 10 days prior to the publishing of a public notice of the first hearing related to the proposed annexation as required by Florida Statute 171.044.

If you have any questions regarding the information above, please contact me at (386) 418-6137 or via email at ccrockett@cityofalachua.org.

Sincerely,



Carson J. Crockett, AICP Candidate
Planner

Attachments: Notice of proposed annexation
Feasibility Study/Staff Report

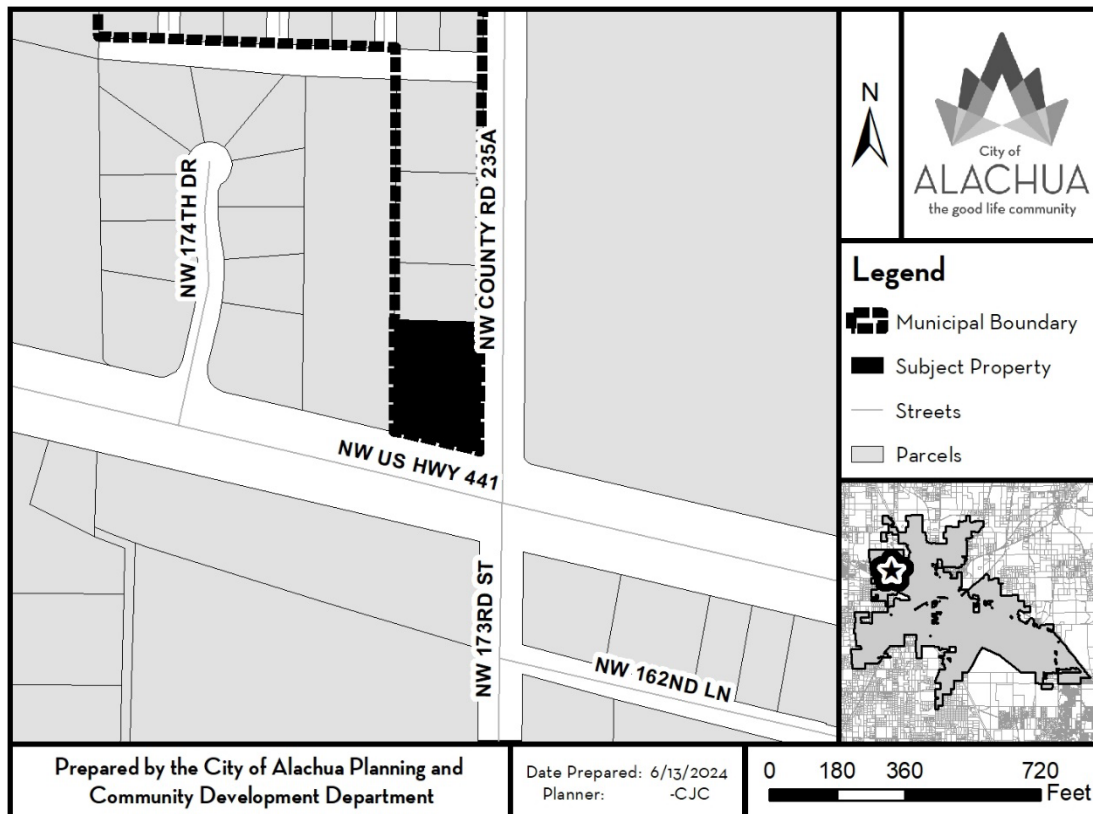
CC: Michelle L. Lieberman, County Manager, Alachua County, Florida
Project File

NOTICE OF ENACTMENT OF AN ORDINANCE OF THE CITY OF ALACHUA, FLORIDA

Notice is hereby given that the City Commission of the City of Alachua will hold public hearings on August 12, 2024 at 6:00 p.m. and August 26, 2024 at 6:00 p.m. The hearings will be held in the James A. Lewis Commission Chambers in City Hall, located at 15100 NW 142nd Terrace, Alachua, Florida, to consider the following proposed ordinance as titled:

ORDINANCE 24-09

AN ORDINANCE OF THE CITY OF ALACHUA, FLORIDA, EXTENDING THE CORPORATE LIMITS OF THE CITY OF ALACHUA, FLORIDA, TO INCLUDE CERTAIN LANDS LYING CONTIGUOUS TO THE EXISTING CORPORATE LIMITS OF THE CITY (TAX PARCEL 03044-001-002); PROVIDING THAT ALL EXISTING LAWS, ORDINANCES, RULES AND REGULATIONS SHALL APPLY IN SAID AREA; PROVIDING THAT THE PROPERTY LAND INHABITANTS ARE SUBJECT TO EXISTING INDEBTEDNESS AND LIABLE FOR TAXATION; PROVIDING AN EFFECTIVE DATE.



The subject property is generally located at the northwest corner of US Highway 441 and County Road 235A (tax parcel(s) 03044-001-002). Copies of the application, complete legal description of the subject property, and proposed ordinance are available for public inspection at the Planning & Community Development Department in City Hall, located 15100 NW 142nd Terrace, Alachua, Florida on any regular business day between the hours of 7:30 a.m. to 6:00 p.m. and copies can be obtained from the Office of the Deputy City Clerk.

At the public hearing, all interested parties may appear and be heard with respect to the application. Written comments on the application may be sent to the following address: City of Alachua, Planning and Community Development, P.O. Box 9, Alachua, FL 32616. Notice is given pursuant to Section 286.0105, Florida Statutes, that, in order to appeal any decision made at the public hearing, you will need a record of the proceedings, and that, for such purpose, you may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is to be based. In accordance with the Americans with Disabilities Act, any persons with a disability requiring reasonable accommodation in order to participate in this meeting should call the City Clerk at (386) 418-6100 x 1501 at least 48 hours prior to the public hearing.



City of Alachua

Planning & Community Development Department

Feasibility Study

City Commission Meeting Date:
Legislative Hearing

August 12, 2024
Application #: PA24-0002

SUBJECT: Feasibility Study for a request for voluntary annexation of the subject property into the municipal limits of the City of Alachua, Florida

APPLICANT/AGENT: Nicholas Jones, Alakai Acquisitions, LLC

PROPERTY OWNER: Browning Family Revocable Trust

LOCATION: Generally located at the northwest corner of the intersection of US Highway 441 and County Road 235A (NW 173rd Street)

PARCEL ID NUMBER: 03044-001-002

FLUM DESIGNATION: Rural/Agriculture (County)

ZONING: Administrative and Professional (AP) (County)

OVERLAY: N/A

ACREAGE: ± 1.28

PROJECT PLANNER: Carson J. Crockett, AICP Candidate

RECOMMENDED ACTION: Staff recommends that the City Commission approve Ordinance 24-09 upon first reading and schedule second and final reading of Ordinance 24-09 for September 9, 2024.

RECOMMENDED MOTION: *I move that, based upon the presentation before this Commission and Staff's recommendation, this Commission finds the application for a voluntary annexation submitted by Nicholas Jones on behalf of Browning Family Revocable Trust to be consistent with the City of Alachua Comprehensive Plan and (1) approves Ordinance 24-09 on first reading and (2) schedules second and final reading of Ordinance 24-09 for September 9, 2024.*

SUMMARY

This application is a request by Nicholas Jones of Alakai Acquisitions, LLC, applicant and agent for Browning Family Revocable Trust, property owner, for the voluntary annexation of a ± 1.28-acre subject property generally located at the northwest corner of US highway 441 and Country Road 235A (tax parcel 03044-001-002) into the municipal limits of the City of Alachua, Florida.

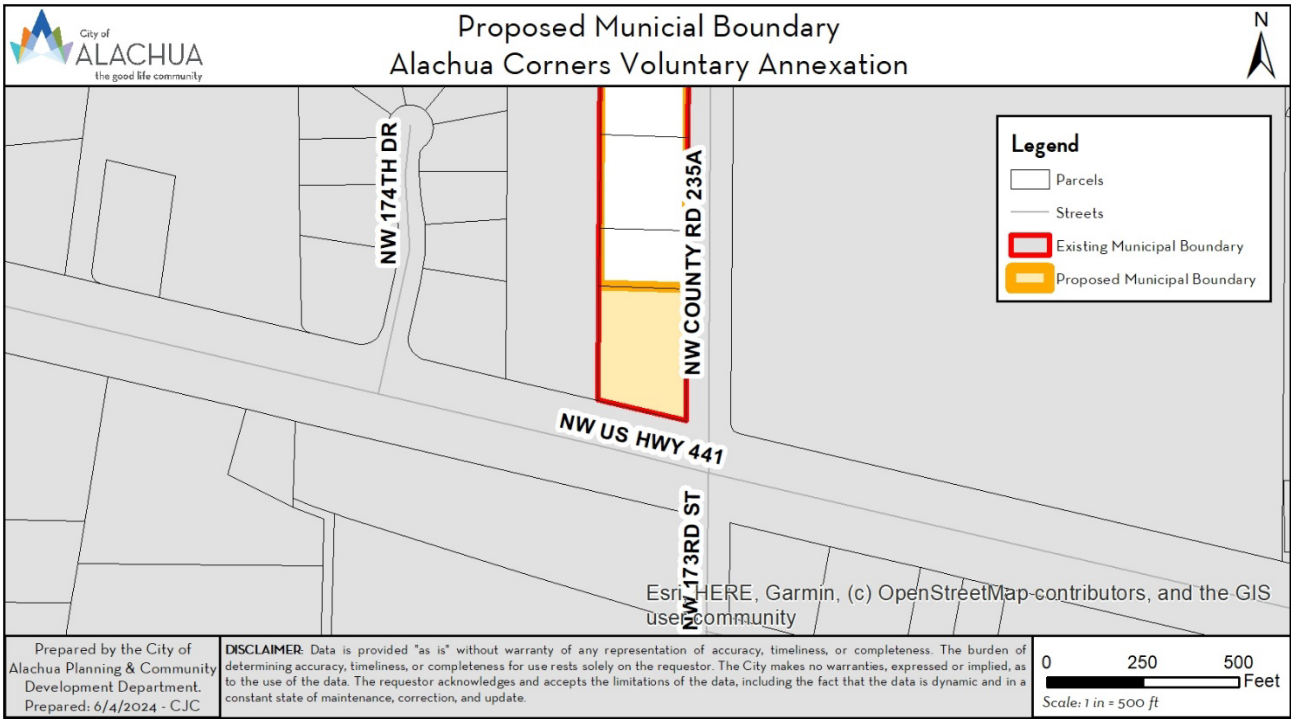


Figure 1. Proposed Municipal Boundary

EXISTING USES

The subject property is undeveloped and is comprised primarily of cleared lands. The existing uses, Future Land Use Map (FLUM) designations, and zoning districts of the subject property are identified in Table 1.

Table 1. Existing Land Uses

Existing Use(s)	FLUM Designation(s)	Zoning District(s)
Vacant	Rural/Agricultural (County)	Administrative and Professional (AP) (County)

SURROUNDING USES

The existing uses, Future Land Use Map (FLUM) designations, and zoning districts of the surrounding area are identified in Table 2. Figure 2 provides an overview of the vicinity of the subject property. Figure 3 provides an overview of the surrounding future land use map designations. (NOTE: The information below is intended to provide a general overview of the area surrounding the subject property and to generally orient the reader. The information below is not intended to be all-inclusive, and may not identify all existing uses, FLUM designations, and/or zoning districts surrounding the subject property.)

Table 2. Surrounding Land Uses

Direction	Existing Use(s)	FLUM Designation(s)	Zoning District(s)
North	Single-Family Detached Residential	Rural/Agricultural (County)	Agricultural (A) (County)
South	Vehicle Sales and Services; Retail and Sales	Commercial	Commercial Intensive (CI)
East	High School	Public	Agricultural (A)
West	Religious Institution	Agriculture	Agricultural (A)

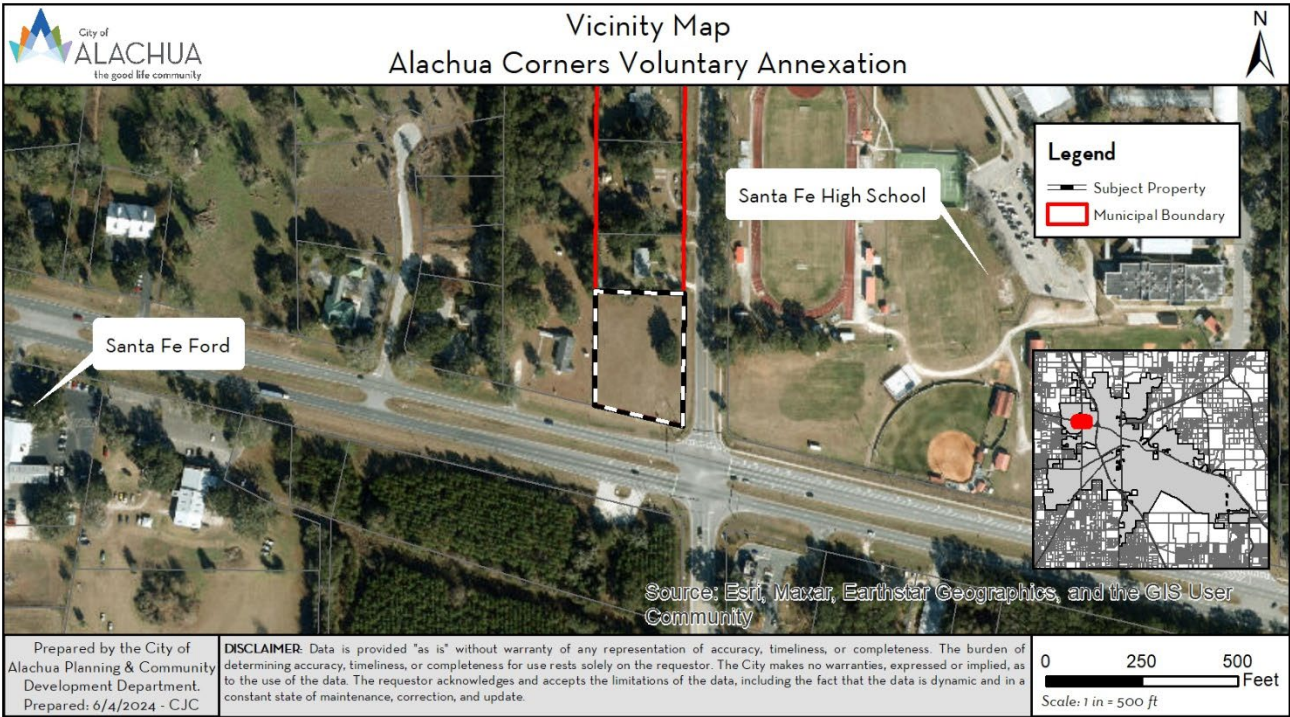


Figure 2. Vicinity Map

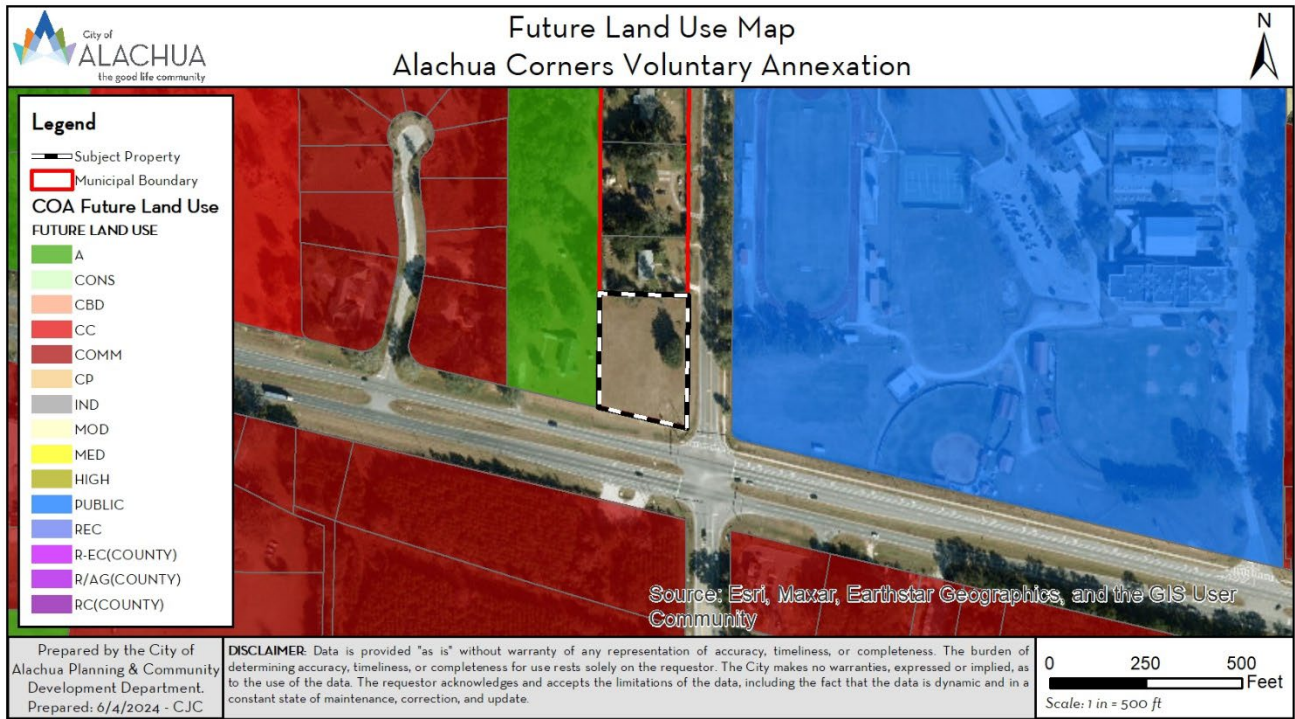


Figure 3. Future Land Use Map

CHARACTER OF THE AREA TO BE ANNEXED

Chapter 171.043, Florida Statutes, establishes the standards for which the area to be annexed must be found consistent in character with. The subject property proposed to be annexed has been evaluated against these standards.

171.043 A municipal governing body may propose to annex an area only if it meets the general standards of subsection (1) and the requirements of either subsection (2) or subsection (3).

- (1) The total area to be annexed must be contiguous to the municipality's boundaries at the time the annexation proceeding is begun and reasonably compact, and no part of the area shall be included within the boundary of another incorporated municipality.

Evaluation & Findings: Chapter 171.031, Florida Statutes, defines contiguous as meaning "that a substantial part of a boundary of the territory sought to be annexed by a municipality is coterminous with a part of the boundary of the municipality." The subject property is coterminous on three of its four sides with the City of Alachua boundary and meets the definition of contiguous. Chapter 171.031, Florida Statutes, defines compactness as meaning "concentration of a piece of property in a single area and precludes any action which would create enclaves, pockets, or finger areas in serpentine patterns." The subject property is confined to one area and reduces an existing enclave, meeting the definition of compactness. The subject property is not already incorporated within another municipality.

- (3) In addition to the area being developed for urban purposes, a municipal governing body may include in the area to be annexed any area which does not meet the requirements of subsection (2) if such area either:
 - (a) Lies between the municipal boundary and an area developed for urban purposes, so that the area developed for urban purposes is either not adjacent to the municipal boundary and cannot be served by the municipality without extending services or water or sewer lines through such sparsely developed area; or
 - (b) Is adjacent, on at least 60 percent of its external boundary, to any combination of the municipal boundary and the boundary of an area or areas developed for urban purposes as defined in subsection (2).

Evaluation & Findings: The subject property is adjacent on at least 60 percent of its external boundary to the City of Alachua boundary and the boundary of areas developed for urban purposes.

Evaluation & Findings: The subject property proposed for voluntary annexation meets the criteria established in Chapter 171.043, Florida Statutes.

COMPRHENSIVE PLAN CONSISTENCY ANALYSIS

The Goals, Objectives, and Policies (GOPs) identified below are provided to establish a basis of the application's consistency with the Comprehensive Plan. There may be additional GOPs which the application is consistent with that are not identified within this report. An evaluation and findings of consistency with the identified GOPs is also provided below.

Future Land Use Element

Goal 8: Annexation

The City shall ensure that annexations comply with the requirements of Chapter 171, Florida Statutes, and shall coordinate with Alachua County and surrounding municipalities to ensure efficient service delivery and coordinated planning within each jurisdiction.

Evaluation & Findings: An analysis of the proposed voluntary annexation in relation to the requirements of Chapter 171, Florida Statutes, has been included within this report. The proposed voluntary annexation is found to comply with the requirements of Chapter 171, Florida Statutes.

PUBLIC FACILITIES IMPACT ANALYSIS

Chapter 171.042, Florida Statutes, establishes prerequisites to annexation, including the setting forth of plans for extending each major municipal service performed within the city at the time of annexation. Impacts to existing public facilities are expected to be de minimis as the subject property is vacant and any future development will require amending the City’s Comprehensive Plan and Official Zoning Atlas. Impacts to existing public facilities will be reevaluated at that time.

The subject property is already located within the City’s Community Wastewater Service Area and Community Potable Water Service Area as established in the Community Facilities Element of the City’s Comprehensive Plan; therefore, no extension of utilities to service the subject property will be required. Figure 4 demonstrates the subject property’s location in relation to existing pressurized water mains and wastewater force and gravity mains.

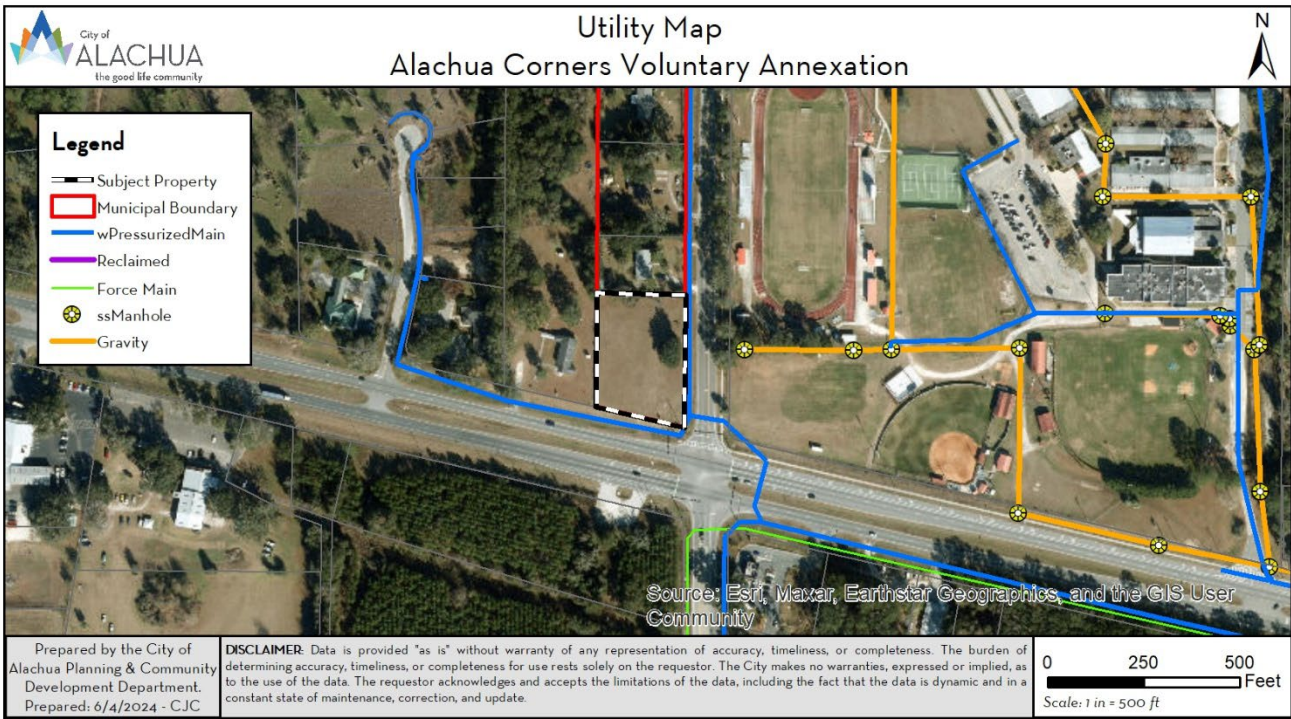


Figure 4. Utility Map

EXHIBIT “A”
TO
PA24-0002
ALACHUA CORNERS VOLUNTARY ANNEXATION
FEASIBILITY STUDY

DRAFT ORDINANCE 24-09

ORDINANCE 24-09

AN ORDINANCE OF THE CITY OF ALACHUA, FLORIDA, EXTENDING THE CORPORATE LIMITS OF THE CITY OF ALACHUA, FLORIDA, TO INCLUDE CERTAIN LANDS LYING CONTIGUOUS TO THE EXISTING CORPORATE LIMITS OF THE CITY (TAX PARCEL 03044-001-002); PROVIDING THAT ALL EXISTING LAWS, ORDINANCES, RULES AND REGULATIONS SHALL APPLY IN SAID AREA; PROVIDING THAT THE PROPERTY LAND INHABITANTS ARE SUBJECT TO EXISTING INDEBTEDNESS AND LIABLE FOR TAXATION; PROVIDING AN EFFECTIVE DATE.

RECITALS

WHEREAS, Jannette L. Browning and D. Holton Browning, as Trustees of the Browning Family Revocable Trust, owner of the property to be annexed, have authorized the execution of a petition requesting that the City limits of the City of Alachua, Florida, be extended to include their land; and,

WHEREAS, pursuant to the provisions of Florida Statute 171.044, a notice of annexation has been published once each week for two consecutive weeks in the Alachua County Today newspaper, meeting the requirements of advertising in Florida Statute 171.044; and,

WHEREAS, pursuant to the provisions of Florida Statute 171.044, a notice of annexation has been delivered by certified mail to the Board of County Commissioners of Alachua County, Florida no fewer than 10 days prior to the publishing of the first required notice of annexation meeting the requirements of notice in Florida Statute 171.044; and,

WHEREAS, pursuant to the provisions of Florida Statute 171.042, a written notice of annexation has been mailed to each person who resides or owns property within the area proposed to be annexed no fewer than 10 days prior to the first public hearing and the notice has been kept available for public inspection during the regular business hours in the Office of the Deputy City Clerk of the City of Alachua, Florida; and,

WHEREAS, City Staff has prepared a feasibility study meeting the requirements of Florida Statute 171.042 and the feasibility study has been filed with the Board of County Commissioners of Alachua County, Florida no fewer than 15 days prior to commencing annexation procedures; and,

WHEREAS, the City Commission of the City of Alachua, Florida finds that the real property is contiguous to the existing City boundaries of the City of Alachua, Florida, and is reasonably compact, and does not create an enclave, and meets the requirements of character as established in Florida Statute 171.043.

NOW THEREFORE BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF ALACHUA, FLORIDA:

Section 1.

The corporate limits of the City of Alachua, Florida, are hereby amended to include lands described in the legal description attached to this ordinance and identified as "Exhibit A."

Section 2.

A location map is hereby attached to this ordinance and identified as “Exhibit B.”

Section 3.

All laws, ordinances, rules and regulations of the City of Alachua, Florida, of general application throughout the existing boundaries and corporate limits shall apply through the boundaries and corporate limits of said City as extended by this Ordinance.

Section 4.

Until the City of Alachua, Florida shall exercise its zoning power over the territories annexed, all of the current zoning regulations and maps heretofore adopted by the Board of County Commissioners of Alachua County, Florida, shall continue in full force and effect throughout the territory being annexed, and shall be enforced by the City of Alachua.

Section 5.

This Ordinance shall take effect immediately after its passage and adoption.

Passed on First Reading the ____ day of ____.

PASSED and ADOPTED, in regular session, with a quorum present and voting, by the City Commission, upon second and final reading this ____ day of ____ 2024.

CITY COMMISSION OF THE
CITY OF ALACHUA, FLORIDA

Gib Coerper, Mayor
SEAL

ATTEST:

APPROVED AS TO FORM

Mike DaRoza, City Manager/Clerk

Marian B. Rush, City Attorney

EXHIBIT A

A tract of land located in the Southeast $\frac{1}{4}$ of Section 8, Township 8 South, Range 18 East, Alachua County, Florida, being more particularly described as follows:

For a point of reference commence at the Southeast corner of said Section 8: thence run North 01 deg. 49 min. West, along the East line of said Section 8 a distance of 2010.55 feet; thence run South 89 deg. 29 min. West, 50 feet to the Westerly right-of-way of State Road S-235A being the point of beginning; thence from said point of beginning continue South 89 deg. 29 min. West, a distance of 200 feet; thence run South 01 deg. 49 min. East, a distance of 257.75 feet to the Northerly right-of-way line a distance of 205.2 feet to the said Westerly right-of-way line of State Road No. S235A; thence run North 01 deg. 49 min. West, along said Westerly right-of-way line, a distance of 298.4 feet to close on said point of beginning.

EXHIBIT B

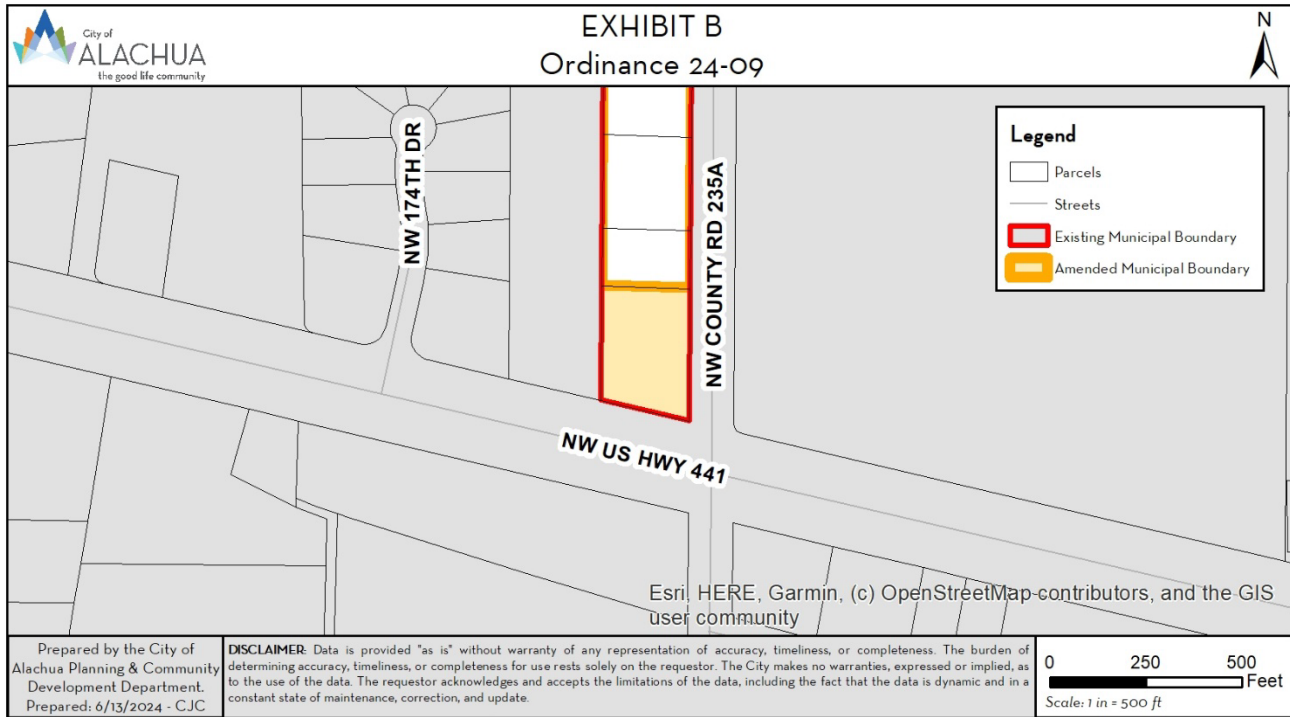


EXHIBIT “B”
TO
PA24-0002
ALACHUA CORNERS VOLUNTARY ANNEXATION
FEASIBILITY STUDY

SUPPORTING APPLICATION MATERIALS
SUBMITTED BY CITY STAFF TO THE
CITY COMMISSION



City of Alachua

MIKE DAROZA
CITY MANAGER

PLANNING & COMMUNITY DEVELOPMENT
DIRECTOR KATHY WINBURN

June 6, 2024

Submitted electronically to Nick@RedBellPartners.com

Nicholas Jones, Managing Member
Alakai Acquisitions, LLC
2469 N John Young Pkwy, Suite C
Orlando, FL 32804

Application #: PA24-0002

RE: Notice of Hearing to be Scheduled for Voluntary Annexation of Parcel 03044-001-002

Dear Nicholas Jones,

On May 20, 2024 the City of Alachua received your voluntary annexation application, which proposes the annexation of a $\pm$ 1.28-acre subject property generally located at the northwest corner of US Highway 441 and County Road 235A (tax parcel(s) 03044-001-002). Based on review of the materials submitted, the City has determined that this application can now be scheduled for a hearing before the City Commission.

The application has been tentatively scheduled for first hearing at the **August 12, 2024** City Commission meeting (*the application may be rescheduled should an applicable County or State agency provide comment on the application once the item has been noticed*).

If you plan to utilize a PowerPoint presentation or would like other materials to be available for reference during the public hearing, please submit the presentation or materials no later than 12:00 PM one week prior to the City Commission meeting; therefore, the presentation or materials must be submitted no later than 12:00 PM on **Monday, August 5, 2024**. Any presentation or materials may be submitted electronically by emailing them to planning@cityofalachua.org.

If you have any questions regarding the information above, please contact me at (386) 418-6137 or via email at ccrockett@cityofalachua.org.

Sincerely,

Carson J. Crockett, AICP Candidate
Planner

CC: Mike DaRoza, City Manager *(by electronic mail)*
Rodolfo Valladares, Assistant City Manager *(by electronic mail)*
Kathy Winburn, Planning & Community Development Director *(by electronic mail)*
Justin Tabor, AICP, Principal Planner *(by electronic mail)*
Adam Hall, AICP, Principal Planner *(by electronic mail)*
Project File



City of Alachua

MIKE DAROZA
CITY MANAGER

PLANNING & COMMUNITY DEVELOPMENT
DIRECTOR KATHY WINBURN

May 20, 2024

Submitted electronically to Nick@RedBellPartners.com

Nicholas Jones, Managing Member
Alakai Acquisitions, LLC
2469 N John Young Pkwy, Suite C
Orlando, FL 32804

Application #: PA24-0002

RE: Completeness Review for Voluntary Annexation of Parcel 03044-001-002

Dear Nicholas Jones,

On May 20, 2024 the City of Alachua received your voluntary annexation application, which proposes the annexation of a $\pm$ 1.28-acre subject property generally located at the northwest corner of US Highway 441 and County Road 235A (tax parcel(s) 03044-001-002).

According to Section 2.6.6 of the City's Land Development Regulations (LDRs), upon receipt of an application, a completeness review shall be conducted to determine that the application contains all the necessary information and materials, is in proper form and of sufficient detail, and is accompanied by the appropriate fee. The Planning & Community Development Department has reviewed the aforementioned application for completeness and finds that the application is complete.

This determination is based solely on a preliminary review of your application for completeness. An in-depth review of the content of the application will be performed, and the findings transmitted under separate cover.

If you have any questions regarding the information above, please contact me at (386) 418-6137 or via email at ccrockett@cityofalachua.org.

Sincerely,

Carson J. Crockett, AICP Candidate
Planner

CC: Kathy Winburn, Planning & Community Development Director *(by electronic mail)*
Justin Tabor, AICP, Principal Planner *(by electronic mail)*
Adam Hall, AICP, Principal Planner *(by electronic mail)*
Project File

just
the
FACTS



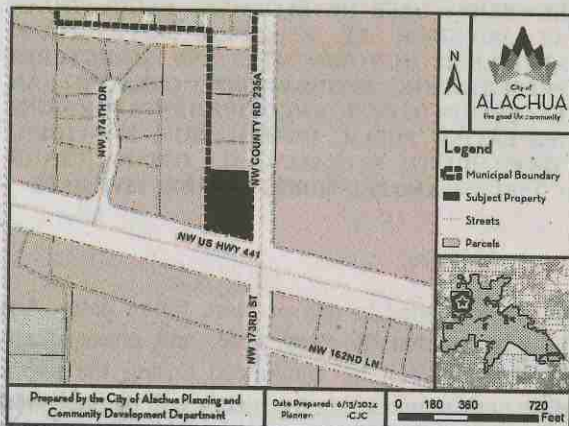
City of ALACHUA

NOTICE OF ENACTMENT OF AN ORDINANCE OF THE CITY OF ALACHUA, FLORIDA

Notice is hereby given that the City Commission of the City of Alachua will hold a public hearing on August 12, 2024 at 6:00 p.m. The hearing will be held in the James A. Lewis Commission Chambers in City Hall, located 15100 NW 142nd Terrace, Alachua, Florida, to consider the following proposed ordinance as titled:

ORDINANCE 24-09

AN ORDINANCE OF THE CITY OF ALACHUA, FLORIDA, EXTENDING THE CORPORATE LIMITS OF THE CITY OF ALACHUA, FLORIDA, TO INCLUDE CERTAIN LANDS LYING CONTIGUOUS TO THE EXISTING CORPORATE LIMITS OF THE CITY (TAX PARCEL 03044-001-002); PROVIDING THAT ALL EXISTING LAWS, ORDINANCES, RULES AND REGULATIONS SHALL APPLY IN SAID AREA; PROVIDING THAT THE PROPERTY LAND INHABITANTS ARE SUBJECT TO EXISTING INDEBTEDNESS AND LIABLE FOR TAXATION; PROVIDING AN EFFECTIVE DATE.



The subject property is generally located at the northwest corner of US Highway 441 and County Road 235A (tax parcel(s) 03044-001-002). Copies of the application, complete legal description of the subject property, and proposed ordinance are available for public inspection at the Planning & Community Development Department in City Hall, located 15100 NW 142nd Terrace, Alachua, Florida on any regular business day between the hours of 7:30 a.m. to 6:00 p.m. and copies can be obtained from the Office of the Deputy City Clerk.

At the public hearing, all interested parties may appear and be heard with respect to the application. Written comments on the application may be sent to the following address: City of Alachua, Planning and Community Development, P.O. Box 9, Alachua, FL, 32616. Notice is given pursuant to Section 286.0105, Florida Statutes, that, in order to appeal and decision made at the public hearing, you will need a record of the proceedings, and that, for such purpose, you may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is to be based. In accordance with the Americans with Disabilities Act, any persons with a disability requiring reasonable accommodation in order to participate in this meeting should call the City Clerk at (386) 418-6100 x 1501 at least 48 hours prior to the public hearing.

(Published: Alachua County Today - July 25, 2024 and August 1, 2024)

Transactions

- Real Estate Litigation
- Landlord - Tenant
- Unlawful Detainers
- Land Use
- Public Employee Defense

FOR A CONSULTATION CALL

(386) 462-7LAW
(7529)

14804 Main Street
Alachua, Florida

Boredom, defined as the inability to engage in satisfying activities, affects 91 to 98 percent of youth, according to research. This pervasive feeling can lead to depression and anxiety, signaling a dire need for attention to the mental health of our next generation of leaders and workforce. But are we truly listening?

If today's youth don't find satisfaction before adulthood, how will they cope with essential but unexciting responsibilities? By addressing youth boredom and mental health now, we can nurture a resilient, engaged generation. Making tough decisions for our young people isn't easy, but in the long run, they'll appreciate our concern for their future, even if it means risking their temporary anger.

I am a mom and a grandparent, deeply committed to creating a supportive community where parents can nurture the mental well-being of their children.

I envision Alachua County as a beacon for economic development, higher education, biotech, and future innovations because our workforce is strong.

Together, we will intentionally develop future leaders and a thriving workforce making our county the most desirable place to live, work, and raise a family.

Let's build a brighter, safer future for our children and our community.



PAMELA 4 SHERIFF

ALACHUA COUNTY

Pamela D. Marshall-Koons

Candidate for Ala. County Sheriff

Executive Director At The WELLness Network

Public Policy/Corporate Strategist Author - The Art of Forgiveness - An Expression of Peace

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Political advertisement paid for and approved by Pamela Marshall-Koons, Independent for Alachua County Sheriff.

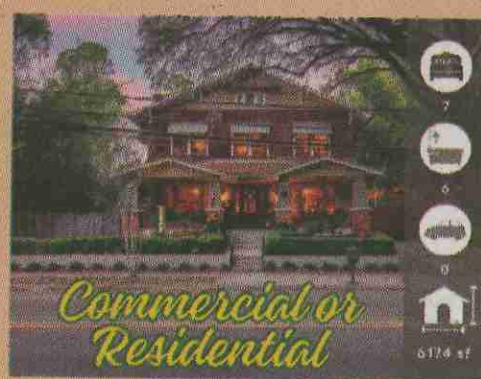


LISTINGS

for sale



HORIZON
REALTY OF ALACHUA, INC.

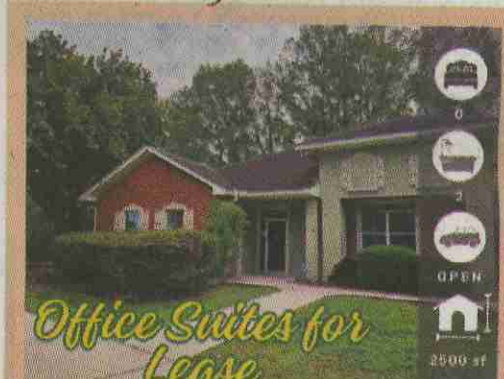


*Commercial or
Residential*

GC520473 \$695,000

24042/24016 W US HWY 27 HIGH SPRINGS

Two beautiful, historic homes in High Springs! Currently used as a Bed & Breakfast, these vintage homes can be your new residence or take over the Turn-Key business. The Grady House & Easterlin House have been pillars in High Spring's community for many, many years.



*Office Suites for
Lease*

GC519208 \$2,500 month

16407 NW 174TH DR D&E ALACHUA

Located in Horizon Office Park on US 441 just N of I-75 and Santa Fe High School. Well-maintained office building across from Renasant Bank and Santa Fe Ford and the soon to be Wawa and additional retail/businesses under construction. Business professional!



GC517304 \$524,000

11306 CREEK DRIVE ALACHUA

Nestled in the heart of the Turkey Creek Golf Community of Alachua, this stunning English Tudor style home is a true castle for those who appreciate timeless elegance. With enchanting castle-like features, this property is more than just a house; it is a dream come true.



Lake Front

GC519511 \$420,000

210 LAKE RAY RD HAWTHORNE

Your Country Oasis awaits you: A Unique one of a kind 3 level pine log home on most desirable Cowpen Lake. The home features 4BR 3BA on 3 split levels: main, upper level and recently finished walkout basement with a 1 car garage.

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officer's patrol vehicle and a second patrol vehicle that had arrived.

McLees allegedly ran multiple stop signs while driving west on Northwest 184th Road and crossed

assault on a law enforcement officer, fleeing with the condition that or attempting to elude a law enforcement officer and suspended if he successfully



ALACHUA

Task Force Vacancy

Education Task Force

The Alachua City Commission is accepting applications for one (1) vacancy on its Educational Task Force. The appointment will be for a three-year term. A minimum of three (3) members must reside in the City of Alachua and two (2) members may be residents of the greater Alachua area. Interested applicants must be willing to attend meetings on a regular basis to be determined by the Task Force and have a keen interest in education for children.

To apply, you may obtain an application and information from either our website www.cityofalachua.com, or contact the City of Alachua at (386) 418-6100 to obtain a copy. The City must receive applications on or before **August 29, 2024, for consideration**. You may send your application Attention: City Manager's Office, P.O. Box 9, Alachua, FL 32616 or drop it off at City Hall, located at 15100 NW 142 Terrace.

(Published: Alachua County Today - August 1, 2024 and August 15, 2024)



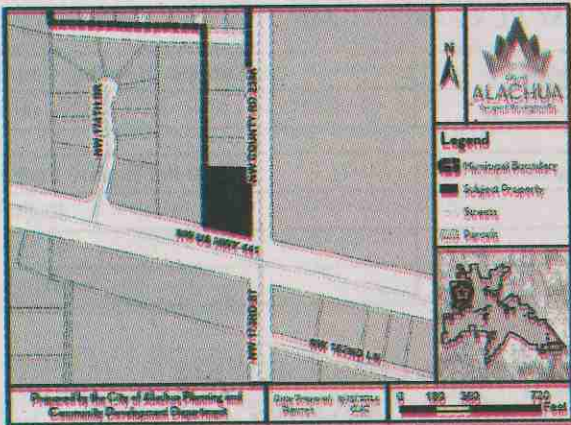
City of ALACHUA

NOTICE OF ENACTMENT OF AN ORDINANCE OF THE CITY OF ALACHUA, FLORIDA

Notice is hereby given that the City Commission of the City of Alachua will hold a public hearing on August 12, 2024 at 6:00 p.m. The hearing will be held in the James A. Lewis Commission Chambers in City Hall, located 15100 NW 142nd Terrace, Alachua, Florida, to consider the following proposed ordinance as titled:

ORDINANCE 24-09

AN ORDINANCE OF THE CITY OF ALACHUA, FLORIDA, EXTENDING THE CORPORATE LIMITS OF THE CITY OF ALACHUA, FLORIDA, TO INCLUDE CERTAIN LANDS LYING CONTIGUOUS TO THE EXISTING CORPORATE LIMITS OF THE CITY (TAX PARCEL 03044-001-002); PROVIDING THAT ALL EXISTING LAWS, ORDINANCES, RULES AND REGULATIONS SHALL APPLY IN SAID AREA; PROVIDING THAT THE PROPERTY LAND INHABITANTS ARE SUBJECT TO EXISTING INDEBTEDNESS AND LIABLE FOR TAXATION; PROVIDING AN EFFECTIVE DATE.



The subject property is generally located at the northwest corner of US Highway 441 and County Road 235A (tax parcel(s) 03044-001-002). Copies of the application, complete legal description of the subject property, and proposed ordinance are available for public inspection at the Planning & Community Development Department in City Hall, located 15100 NW 142nd Terrace, Alachua, Florida on any regular business day between the hours of 7:30 a.m. to 6:00 p.m. and copies can be obtained from the Office of the Deputy City Clerk.

At the public hearing, all interested parties may appear and be heard with respect to the application. Written comments on the application may be sent to the following address: City of Alachua, Planning and Community Development, P.O. Box 9, Alachua, FL, 32616. Notice is given pursuant to Section 286.0105, Florida Statutes, that, in order to appeal and decision made at the public hearing, you will need a record of the proceedings, and that, for such purpose, you may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is to be based. In accordance with the Americans with Disabilities Act, any persons with a disability requiring reasonable accommodation in order to participate in this meeting should call the City Clerk at (386) 418-6100 x 1501 at least 48 hours prior to the public hearing.

(Published: Alachua County Today - July 25, 2024 and August 1, 2024)



Ben Boukari

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CHAT W/PAMELA4SHERIFF

Ending Violence Starts with Self-Protection

By Pamela Marshall-Koons

I wish it was true that not getting on the scale meant I hadn't gained weight. However, we seemingly operate in a societal norm that if we don't discuss rapes and sexual assaults happening on college campuses and in our communities, they didn't happen.

During a recent Peace and Healing Thru Forgiveness Workshop, I shared my journey to forgiveness after being raped, in my freshmen year of college. Two ladies left the room. I'm not sure why they were triggered, but I have been in their shoes. Not sharing our stories does not make our hearts lighter nor our communities safer.

I wish I could have had a conversation with 17-year-old Pamela. I would have explained to her, about her responsibility to protect this transcendent miracle called the body. This gift, given to each of us by the Creator, entrusts us to guard and protect until our last exhale. One more thing Pamela, the Creator didn't trust you with a magnificent vessel just for show. It is the home of your spirit, allowing you to connect with others, to carry out your assignments and purpose.

"So why have we been coerced into relinquishing the power to protect this precious gift," my 17-year-old self might ask?

The commercialization of our bodies has led you to believe that this gift from the Creator was for others to enjoy, so you didn't know that their hands were not good. You paid insur-



Chat W/Pamela4sheriff. Please submit questions or comments to www.pamela4sheriff.org. You could be featured in our next column.

ance for your vehicle to protect it from mayhem, but you left your most precious gift in the hands of a world that was not on your side.

I want us to think about how much we talk about ending violence. Now think about how we have become comfortable with allowing attacks on the human body. Every 98 seconds someone is raped in America. Rapes and sexual assaults are the most under-reported crimes in our communities. If we don't feel safe taking care of ourselves, then how can we comprehend our responsibility to help take care of others.

As your Alachua County Sheriff, I will help lead these uncomfortable conversations. This is the hard work. Let's have these conversations so we can STOP the Violence on this precious miracle, our bodies because we all deserve to be safe.

PAMELA 4 SHERIFF
ALACHUA COUNTY
Pamela D. Marshall-Koons
Candidate for Ala. County Sheriff
Executive Director At The WELLness Network
Public Policy/Corporate Strategist Author - The Art of Forgiveness - An Expression of Peace
352-356-VOTE • Unlited@Pamela4Sheriff • Pamela4Sheriff.org
Political advertisement paid for and approved by Pamela Marshall-Koons, Independent for Alachua County Sheriff.

Deadline to register to vote in Nov 5th, election is October 7th.



closed for reconstruction

By C.M. WALKER
Today Reporter

WALDO – The CSX railroad crossing on Northeast State Road 26, located near U.S. 301 in Waldo, will be closed for reconstruction during the week of Aug. 19, 2024. The closure is set to begin at 5 a.m. on Monday, Aug. 19, and is expected to last through the week, with the

road scheduled to reopen at 5 a.m. on Monday, Aug. 26, 2024. However, the timeline is dependent on weather conditions and any unforeseen circumstances that may arise during construction.

During the closure, detours will be in place for drivers to ensure continued access to Northeast State Road 26. Westbound drivers on Northeast State

Road 26 will be directed to take U.S. 301 south to State Road 26 west, and then rejoin Northeast State Road 26. Eastbound drivers on State Road 26 who need to access areas east of the railroad crossing can either continue on State Road 26 to U.S. 301 north or proceed straight on State Road 26.

Motorists are advised to plan for potential delays and consider alternate routes where possible. The reconstruction is part of ongoing efforts to maintain and improve transportation infrastructure in the area.

Email cwalker@alachuatoday.com

Task Force Vacancy

Education Task Force

The Alachua City Commission is accepting applications for one (1) vacancy on its Educational Task Force. The appointment will be for a three-year term. A minimum of three (3) members must reside in the City of Alachua and two (2) members may be residents of the greater Alachua area. Interested applicants must be willing to attend meetings on a regular basis to be determined by the Task Force and have a keen interest in education for children.

To apply, you may obtain an application and information from either our website www.cityofalachua.com, or contact the City of Alachua at (386) 418-6100 to obtain a copy. The City must receive applications on or before **August 29, 2024, for consideration**. You may send your application Attention: City Manager's Office, P.O. Box 9, Alachua, FL 32616 or drop it off at City Hall, located at 15100 NW 142 Terrace.

(Published: Alachua County Today - August 1, 2024 and August 15, 2024)



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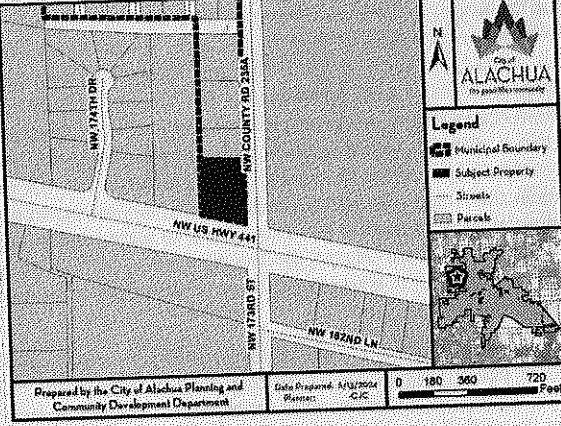
City of ALACHUA

NOTICE OF ENACTMENT OF AN ORDINANCE OF THE CITY OF ALACHUA, FLORIDA

Notice is hereby given that the City Commission of the City of Alachua will hold a public hearing on August 26, 2024 at 6:00 p.m. The hearing will be held in the James A. Lewis Commission Chambers in City Hall, located 15100 NW 142nd Terrace, Alachua, Florida, to consider the following proposed ordinance as titled:

ORDINANCE 24-09

AN ORDINANCE OF THE CITY OF ALACHUA, FLORIDA, EXTENDING THE CORPORATE LIMITS OF THE CITY OF ALACHUA, FLORIDA, TO INCLUDE CERTAIN LANDS LYING CONTIGUOUS TO THE EXISTING CORPORATE LIMITS OF THE CITY (TAX PARCEL 03044-001-002); PROVIDING THAT ALL EXISTING LAWS, ORDINANCES, RULES AND REGULATIONS SHALL APPLY IN SAID AREA; PROVIDING THAT THE PROPERTY LAND INHABITANTS ARE SUBJECT TO EXISTING INDEBTEDNESS AND LIABLE FOR TAXATION; PROVIDING AN EFFECTIVE DATE.



Prepared by the City of Alachua Planning and Community Development Department



City of ALACHUA

PUBLIC NOTICE

NOTICE OF ENACTMENT OF AN ORDINANCE OF THE CITY OF ALACHUA, FLORIDA

The City of Alachua City Commission will hold a public hearing on a proposed ordinance on August 26, 2024 at 6:00 p.m. The hearing will be held in the James A. Lewis Commission Chambers of City Hall, at 15100 NW 142nd Terrace, Alachua, Florida.

The ordinance title is as follows:

ORDINANCE 24-11

AN ORDINANCE OF THE CITY OF ALACHUA, FLORIDA, ABANDONING AND VACATING THE PARK ON THE PLAT OF KINGSLAND - ALACHUA, A PLANNED UNIT DEVELOPMENT, RECORDED IN OFFICIAL RECORDS OF ALACHUA COUNTY, FLORIDA, IN PLAT BOOK 27, PAGE 27, PROVIDING FOR SEVERABILITY; REPEALING OF ALL ORDINANCES AND APPENDICES IN CONFLICT; PROVIDING FOR CORRECTION OF SCRIVENER ERRORS; AND PROVIDING AN EFFECTIVE DATE.

At the public hearing, all interested parties may appear and be heard with respect to the proposed ordinance. Copies of the proposed ordinance, the Staff Report, and related materials are available for public inspection at the Office of the City Clerk, 15100 NW 142nd Terrace, Monday-Thursday between the hours of 7:30 a.m. to 6:00 p.m. the Thursday prior to the City Commission meeting. **Written comments on the proposed ordinance may be sent to the following address: City of Alachua, Compliance & Risk Management Department, P. O. Box 9, Alachua, FL 32616.** Notice is given pursuant to Section 286.0105, Florida Statutes, that in order to appeal any decision made at these public hearings, you will need to ensure that a verbatim record is made. In accordance with the Americans with Disabilities Act, any persons with a disability requiring reasonable accommodation in order to participate in this meeting should call the City Clerk at (386) 418-6100 x 1501 at least 48 hours prior to the public hearing.

(Published: Alachua County Today - August 15, 2024)



City of ALACHUA

PUBLIC NOTICE

NOTICE OF ENACTMENT OF AN ORDINANCE OF THE CITY OF ALACHUA, FLORIDA

The City of Alachua City Commission will hold a public hearing on a proposed ordinance on August 26, 2024 at 6:00 p.m. The hearing will be held in the James A. Lewis Commission Chambers of City Hall, at 15100 NW 142nd Terrace, Alachua, Florida.

The ordinance title is as follows:

ORDINANCE 24-10

AN ORDINANCE OF THE CITY OF ALACHUA, FLORIDA; AMENDING THE FOLLOWING SECTIONS OF CHAPTER 38 OF THE CITY OF ALACHUA CODE OF ORDINANCES: SECTION 38-99(A) INCREASING THE WATER METER INSTALLATION CHARGE; 38-101(A) INCREASING THE WATER CAPITAL FACILITIES CHARGE; 38-102(A)(1) INCREASING THE WATER MONTHLY CUSTOMER CHARGE FOR EACH METERED POINT OF CONNECTION TO THE CITY WATER SYSTEM; SECTION 38-102(A)(2) INCREASING THE MONTHLY WATER AVAILABILITY CHARGE FOR EACH METERED POINT OF CONNECTION TO THE CITY'S WATER SYSTEM; SECTION 38-102(A)(3) INCREASING THE WATER CONSUMPTION CHARGES FOR RESIDENTIAL SERVICE, NONRESIDENTIAL SERVICE, AND IRRIGATION SERVICE; SECTION 38-139(A) INCREASING THE WASTEWATER CAPITAL FACILITIES CHARGE; SECTION 38-140(A)(1) INCREASING THE WASTEWATER MONTHLY CUSTOMER CHARGE FOR EACH METERED POINT OF CONNECTION TO THE CITY WATER SYSTEM; SECTION 38-140(A)(2) INCREASING THE WASTEWATER USAGE CHARGES FOR RESIDENTIAL SERVICE AND NONRESIDENTIAL SERVICE; SECTION 38-141(A)(1) INCREASING THE RECLAIMED WATER MONTHLY CUSTOMER CHARGE FOR EACH METERED POINT OF CONNECTION TO THE CITY RECLAIMED WATER SYSTEM; SECTION 38-141(A)(2) INCREASING THE RECLAIMED WATER USAGE CHARGE; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR INCLUSION IN THE CITY CODE; AND, PROVIDING AN EFFECTIVE DATE.

At the public hearing, all interested parties may appear and be heard with respect to the proposed ordinance. Copies of the proposed ordinance and related materials are available for public inspection at the Office of the City Clerk, 15100 NW 142nd Terrace, Monday-Thursday between the hours of 7:30 a.m. to 6:00 p.m. the Thursday prior to the City Commission meeting. **Written comments on the proposed ordinance may be sent to the following address: City of Alachua, Attn: Public Services Department, P.O. Box 9, Alachua, FL 32616.** Notice is given pursuant to Section 286.0105, Florida Statutes, that in order to appeal any decision made at these public hearings, you will need to ensure that a verbatim record is made. In accordance with the Americans with Disabilities Act, any persons with a disability requiring reasonable accommodation in order to participate in this meeting should call the City Clerk at (386) 418-6100 x 1501 at least 48 hours prior to the public hearing.

(Published: Alachua County Today - August 15, 2024)

Bell man dies in single-vehicle crash in July

By C.M. WALKER
Today Reporter

NEWBERRY – A 70-year-old Bell man died in a single vehicle crash on Monday, July 15, at 5:09

p.m.

The man was driving a white GMC pickup truck traveling westbound on State Road 26 when the truck left the roadway and entered the center grass median.

The pickup truck crossed over the eastbound lanes of SR 26, and collided with a ditch on the south shoulder. The truck then struck a wooden fence in an open field, where it came to a final rest.

The driver was transported to UF Health Shands and later pronounced deceased.

The man was wearing his seat belt when the crash occurred according to a Florida Highway Patrol report.

Email cwalker@alachuatoday.com

Florida driver licenses numbers changing

Special to
Alachua County Today

TALLAHASSEE – On July 31, 2024, the Florida Department of Highway Safety and Motor Vehicles (FLHSMV) will begin implementing legislation that requires the distinguishing numbers assigned to a driver license or identification card to include at least four randomly generated numbers. This new system aims to improve security and safeguard individuals' identities.

While the license or identification card format will remain the same, a different formula utilizing randomization will now be used to determine the driver license numbers assigned to a customer. Customers renewing or replacing their license or identification cards in person or online will be issued a new number. Those applying for a first-time license or identification card will be issued a card that meets the new statutory requirements.

Once the new number has been issued, it will only change again if the customer's last name changes. Any new credential, printed report or receipt will display the newly generated driver license or identification number.

As a reminder, FLHSMV offers a quick, convenient way to renew driver licenses and ID cards online at MyDMV Portal if eligible.

Customers must go into an office:

- If a customer used the online convenience service on their last renewal.
- If a customer is not REAL ID compliant.
- If a customer wishes to update their photo.
- If the customer changes their name using an original or certified court order or marriage certificate.
- If a customer wishes to add or remove a designation or has a

court order to update their credential.

- If a customer is getting a Florida driver license or ID card for the first time.
- If the customer holds a commercial driver license.
- If the license has the word "TEMPORARY" printed on it.

Visit <https://www.flhsmv.gov/> and navigate to DRIVER LICENSES & ID CARDS What to Bring page for information regarding what to bring to renew or replace a credential.

Email editor@alachuatoday.com

Lightning starts fire, displaces five families

By C.M. WALKER
Today Reporter

NEWBERRY – Units from Newberry Fire Rescue, High Springs Fire Rescue and Alachua County Fire Rescue responded to reports of a multi-unit, multi-floor, residential structure fire in the Country Way development in Newberry.

The fire is under investigation by the County Fire Marshall's office.

Email cwalker@alachuatoday.com

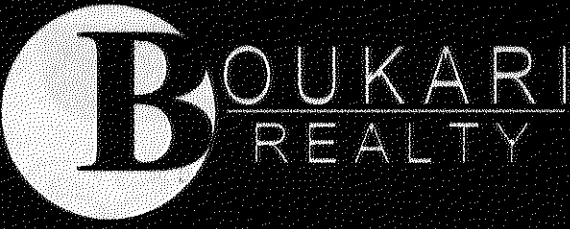
At 5:41 p.m. on Sunday, July 21, 2024, the dispatch center reported that they received calls that lightning had struck the roof of one of the buildings in the development following an afternoon thunderstorm.

The first unit on scene confirmed a structure fire, with fire and smoke coming from the roof of a three-story building. Multiple fire trucks were called to the scene and an aggressive, interior fire attack was initiated. Because of the combined efforts of all firefighters, the fire was brought under control quickly with all damage being kept to the apartment of origin.

Five families were displaced because of the incident, but no loss of life or injuries were



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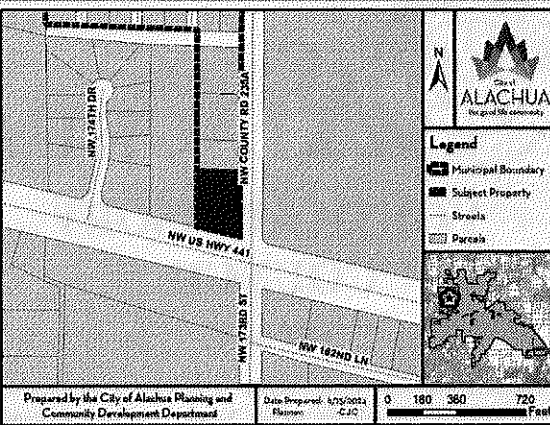
City of ALACHUA

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Legend:
Municipal Boundary
Subject Property
Streets
Parcels

Prepared by the City of Alachua Planning and Community Development Department Date Prepared: 6/15/2024
Scale: 0 180 360 720 Feet

The subject property is generally located at the northwest corner of US Highway 441 and County Road 235A (tax parcel(s) 03044-001-002). Copies of the application, complete legal description of the subject property, and proposed ordinance are available for public inspection at the Planning & Community Development Department in City Hall, located 15100 NW 142nd Terrace, Alachua, Florida on any regular business day between the hours of 7:30 a.m. to 6:00 p.m. and copies can be obtained from the Office of the Deputy City Clerk.

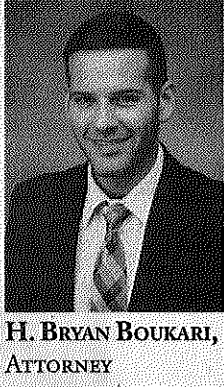
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(Published: Alachua County Today - August 15, 2024 and August 22, 2024)

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ALACHUA COUNTY TODAY NO HYPE

just the FACTS



Commission Agenda Item

MEETING DATE: August 26, 2024

SUBJECT: Vacation and Abandonment of Park in Kingsland Subdivision and Ordinance 24-11, Second Reading

PREPARED BY: Corey King

RECOMMENDED ACTION:

1. Authorize and direct the Mayor to execute the acceptance of the Quitclaim Deed from Swick Realty, Inc. to the City of Alachua for the Kingsland park and drainage easement, and direct City staff to record the deed.
 2. Adopt Ordinance 24-11 on second and final reading.
 3. Authorize and direct the Mayor to execute the Quitclaim Deed from the City of Alachua to Kingsland-Alachua Homeowner's Association, Inc., transferring all of the City and public interest in the park to the HOA, and direct City staff to record the deed.
 4. Authorize and direct the Mayor to execute any other documents or papers necessary and direct city staff to record such documents if needed.
-

Summary

On July 22, 2024, this agenda item and Ordinance Number 24-11 came before the City Commission for first reading. The ordinance passed on first reading. This item and ordinance now come before the City Commission for second and final reading.

In 2006, Swick Realty, Inc. platted a subdivision called Kingsland, near NW 154th Avenue and NW 136th Terrace. The Streets, Rights of Way, Easements and Park were dedicated to the City of Alachua on the plat. The park is small, .59 of an acre, and has been an unimproved parcel of land for more than 18 years. The City does not maintain the park. It is in the middle of the subdivision and surrounded by houses that are part of the subdivision. There is no street to directly access the park and there is no parking set aside for anyone who might want to visit the park.

The park was dedicated to the public on the plat, but Swick Realty, Inc. is still the underlying owner of the park. Swick Realty, Inc. also retained an interest in the drainage easement dedicated to the City on the plat. Swick Realty, Inc. is a dissolved corporation and no longer wishes to own the park. The homeowner's association for the subdivision would like to obtain

ownership and control of the park. The City does not have an interest in retaining the park. The park serves no public purpose because it is very small, inaccessible and unimproved. The park presents a potential burden to the City due to potential property taxes and liability.

Swick Realty, Inc. has executed a deed conveying the park and drainage easement to the City, which has not yet been recorded. This deed unifies the City's property rights in the drainage easement and park. The City still requires use of the drainage easement for stormwater management.

Staff recommends that the City accept the Swick deed of the park and drainage easement, enact Ordinance 24-11 abandoning and vacating the City and public interest in the park, and deed the park to the Kingsland HOA.

FINANCIAL IMPACT

Minimal, if any

ADDITIONAL FINANCIAL INFORMATION

COMMISSION GOALS

Community Enhancement
Funding Source - General Fund

ATTACHMENTS

1. Ordinance 24-11 - Second and Final Reading
2. Deed of park and drainage easement from Swick to COA
3. Kingsland Plat
4. Letter from Kingsland HOA
5. Declarations of Kingsland Subdivision
6. Deed of park from COA to Kingsland HOA
7. Second Public Notice - Kingsland

ORDINANCE 24-11

AN ORDINANCE OF THE CITY OF ALACHUA, FLORIDA, ABANDONING AND VACATING THE PARK ON THE PLAT OF KINGSLAND - ALACHUA, A PLANNED UNIT DEVELOPMENT, RECORDED IN OFFICIAL RECORDS OF ALACHUA COUNTY, FLORIDA, IN PLAT BOOK 27, PAGE 27, PROVIDING FOR SEVERABILITY; REPEALING OF ALL ORDINANCES AND APPENDICES IN CONFLICT; PROVIDING FOR CORRECTION OF SCRIVENER ERRORS; AND PROVIDING AN EFFECTIVE DATE.

R E C I T A L S

WHEREAS, the plat of Kingsland - Alachua, A Planned Unit Development, dated May 5, 2006, is recorded in Plat Book 27, Page 27, of the Public Records of Alachua County (herein, "Kingsland Plat"), a copy of which is attached hereto and incorporated herein as Exhibit "A";

WHEREAS, the boundary of the Park (herein "Park"), depicted on Exhibit A is comprised of approximately .59 acres of land located entirely within the Kingsland Plat (herein, "Plat"),

WHEREAS, on May 1, 2006, the owner of the Kingsland-Alachua subdivision, Swick Realty, Inc., ("Swick"), certified on the plat that Swick dedicated to the public, "the streets, rights of way, easements and park as shown" thereon;

WHEREAS, the City of Alachua City Commission approved the Kingsland Plat on May 1, 2006;

WHEREAS, the City of Alachua ("City") has not developed or maintained the Park;

WHEREAS, as shown on Exhibit A, the Park is obscured by eleven residential lots that back up to the perimeter of the Park;

WHEREAS, there is no public or private parking available for potential users of the park, the park is not contiguous to any public thoroughfare, ingress and egress are available only over grass surfaces adjacent to the privately maintained lawns of five of the 11 residences identified supra;

WHEREAS, Swick retained a legal interest in the Park after it was dedicated by plat to the City;

WHEREAS, Swick is now a dissolved corporation and has no interest in maintaining a legal interest in the Park;

WHEREAS, the Park serves no public purpose due to its small size, lack of reasonable access and parking, and the costs of its maintenance and operation;

WHEREAS, Swick Realty, Inc. transferred its interest in the Park to the City of Alachua by quitclaim deed, executed May 22, 2024;

WHEREAS, KINGSLAND-ALACHUA HOMEOWNER'S ASSOCIATION, INC., a not-for profit Florida corporation (herein, "Kingsland Association") has requested the City to vacate and convey its interest in the Park to the Kingsland Association. A copy of the letter from Kingsland Association attached hereto and incorporated herein as Exhibit "B";

WHEREAS, Article IV of the Articles of Incorporation attached to the Declaration of Covenants, Conditions, and Restrictions for KINGSLAND-ALACHUA HOMEOWNER'S ASSOCIATION, INC., recorded at Official Records Book 3716, page 396 of the Official Records of the County of Alachua, Florida, states that all record owners of a parcel in the Kingsland-Alachua subdivision shall be a member of the KINGSLAND-ALACHUA HOMEOWNER'S ASSOCIATION, INC.;

WHEREAS, the KINGSLAND Association has an interest in obtaining ownership of the Park for future use by its residents;

WHEREAS, in the letter attached as Exhibit B, the Kingsland Association has requested that the City to convey its interest in the Park to the Kingsland Association;

WHEREAS, all the owners of the parcels in the Kingsland-Alachua subdivision are represented by the KINGSLAND-ALACHUA HOMEOWNER'S ASSOCIATION, INC., and the homeowner's association voted in favor of acquiring title to the Park;

WHEREAS, the intent of the City Commission is to accept the Swick quitclaim deed to the park, vacate, abandon and surrender all interests it may have in the Park, if any, and quitclaim any and all interests in the park to KINGSLAND-ALACHUA HOMEOWNER'S ASSOCIATION, INC.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF ALACHUA, FLORIDA;

Section 1. Findings of Facts and Conclusions of Law

- A. The above Recitals are true and correct and are incorporated as material portions of this Ordinance 24-11.
- B. The granting of the request for abandonment and vacation of the Park as depicted on the Kingsland Plat, is within the wide discretion of the City Commission, pursuant to the Charter of the City of Alachua, Chapter 177 and sections 166.021, 166.042 and 95.36(2) of the Florida Statutes, as in this case where parties affected are not adversely affected and, in fact, have joined the request.
- C. The Park has never been improved, maintained, used or planned to be used by the City as a park and its abandonment, vacation and subsequent transfer to the KINGSLAND-ALACHUA HOMEOWNER'S ASSOCIATION, INC., will benefit the owners of property on the Kingsland Plat who can better utilize and maintain the Park and also ensure that property taxes are timely paid. The public will benefit by the elimination of all obligations related to ownership of a parcel where no public purpose is served.

Section 2. Park Abandonment and Vacation

The Park as depicted on the Kingsland Plat, is hereby abandoned and vacated by and on the date of adoption on second reading of this Ordinance **24-11** by the City Commission of the City of Alachua.

The City of Alachua hereby surrenders and terminates all right, title claim and interest, if any, for itself and by and for the public in or related to the Park dedicated to the City on the Kingsland Plat, except those rights of the owners of the fee simple title of record of property in the Kingsland Plat.

Section 3. Authorization and Direction to Record in Public Record

The City Clerk or designee is authorized and directed to record a certified copy of this ordinance in the Public Records of Alachua County, Florida.

Section 4. Providing for Severability

It is the declared intent of the Alachua City Commission that, if any section, sentence, clause, phrase or provision of this ordinance is for any reason held or declared to be unconstitutional, void or inoperative by a court or agency of competent jurisdiction, such holding of invalidity or unconstitutionality shall not affect the remaining provisions of this ordinance and the remainder of this ordinance, after the exclusion of such part or parts, shall continue to be valid.

Section 5. Repealing All Ordinances in Conflict

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

Section 6. Correction of Scrivener Errors

The City Manager or designee, without public hearing, is authorized to correct any typographical errors which do not affect the intent of this ordinance prior to its recordation.

Section 7. Providing an Effective Date

This ordinance shall be effective immediately upon adoption.

PASSED on first reading on the 22nd day of July, 2024.

PASSED and adopted, in regular session, with a quorum present and voting, by the City Commission, upon second and final reading this ____ day of _____ 2024.

**CITY COMMISSION OF THE
CITY OF ALACHUA, FLORIDA**

Gib Coerper, Mayor

SEAL

ATTEST:

APPROVED AS TO FORM

Mike DaRoza, City Manager/City Clerk

Marian B. Rush, City Attorney

Kingsland-Alachua HOA, Inc.

PO BOX 676
ALACHUA, FL 32616-0676

montclairalachua.hoa@gmail.com

June 3, 2024

To Whom It May Concern:

I am presently the Vice President of the Board of the KINGSLAND-ALACHUA HOMEOWNERS' ASSOCIATION, INC.. Last June, I reactivated a relationship with Mr. Grafton Wilson to acquire the parcel designated as "Park" on Page 27 of Plat Book 27 of the Public Records of Alachua County, Florida.

The Board's primary concern regarding this "Park" has been the delinquency of the tax payments, allowing the sale of Tax Certificates. Our attorney explained the possible negative ramifications of this issue to us and advised us to pursue action on this matter.

We are thankful that all past due taxes/penalties have been closed and we are also thankful for the time and effort expended to get the paperwork in order to this point.

The Board kindly requests the City to transfer the Deed to this Florida "not for profit" corporation.

Kind Regards,



Daniel Luban
Vice President

Exhibit B

Prepared By & Return To:
Darryl J. Tompkins, Esquire
Darryl J. Tompkins, P.A.
P.O. Box 519
Alachua, Florida 32616

Parcel ID No.: a portion of 03218-020-000

Quitclaim Deed

This Quitclaim Deed, Made this 22nd day of May, 2024 between
SWICK REALTY, INC, A DISSOLVED FLORIDA CORPORATION

of the County of Alachua, State of Florida, Grantor, and

CITY OF ALACHUA, A MUNICIPALITY WITHIN ALACHUA COUNTY, FLORIDA
whose post office address is: Post Office Box 9, Alachua, Florida 32616
of the County of Alachua, State of Florida, Grantee.

WITNESSETH, that the GRANTORS, for and in consideration of the sum of \$10.00 and other good and valuable consideration to GRANTORS in hand paid by GRANTEES, the receipt whereof is hereby acknowledged, have granted, bargained, and quitclaimed to the said GRANTEES and GRANTEES' heirs, successors and assigns forever, the following described land, situate, lying and being in the County of Alachua, State of Florida, to wit:

THE PARK AND DRAINAGE EASEMENT AS SHOWN ON THE PLAT OF KINGSLAND - ALACHUA, A PLANNED UNIT DEVELOPMENT, RECORDED IN PLAT BOOK 27 AT PAGE 27 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

Subject to the following:

- A. Zoning restrictions, prohibitions and other requirements imposed by governmental authority;
- B. Restrictions and matters appearing on the plat and/or in the public records of Alachua County, Florida; provided, however, the reference herein shall not be deemed to reimpose same;
- C. Taxes for the year 2024 and subsequent years.

There is no consideration from Grantee to Grantor and there is no existing mortgage therefore minimum documentary stamps are being paid in this transaction.

Title to the lands described herein has not been examined by Darryl J. Tompkins, P.A. and no warranty or other representation is made and no opinion (either express or implied) is given as to the marketability or condition of the title to the subject property, the quality of lands included therein, the location of boundaries thereof, or the existence of liens, unpaid taxes, or encumbrances. (This instrument was prepared based solely upon information provided by grantor.)

TO HAVE AND TO HOLD the same together with all and singular the appurtenances

thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of grantors, either in law or equity, for the use, benefit and profit of the said grantees forever.

IN WITNESS WHEREOF, the grantors have hereunto set his hands and seals the day and year first above written.

Signed, Sealed and Delivered
In the Presence of:

"GRANTOR"

Swick Realty, Inc., a Dissolved Florida
Corporation

CS
Printed Name: Corey King
Address: 15100 NW 142nd Terr.
Alachua FL 32615

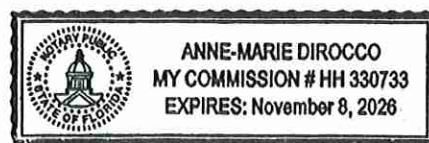
By: Sherry S. Swick
Sherry S. Swick, President

Anne Marie DiRocco
Printed Name: Anne Marie DiRocco
Address: 15100 NW 142nd Terrace
Alachua, FL 32615

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me by means of ☒ physical presence of ☐ online notarization, this 22nd day of May, 2024, by Sherry S. Swick as President of Swick Realty, Inc., a Dissolved Florida Corporation, on behalf of the Corporation. She is personally known to me or ☒ has produced her Florida drivers license as identification.

Anne Marie DiRocco
Notary Public
Printed Name: Anne Marie DiRocco
My Commission Expires: Nov 8, 2026



Acceptance of Quitclaim Deed for the Park and Drainage Easement as shown on the Plat of Kingsland - Alachua recorded in Plat Book 27 at Page 27 of the Public Records of Alachua County, Florida between Swick Realty, Inc. and City of Alachua.

At a meeting on the _____ day of _____, 2024
the Alachua City Commissioners authorized the acceptance
of this instrument of conveyance and authorized the Mayor
to execute this acceptance.

Approved as to Form

Mayor Alachua City Commission

City of Alachua Attorney

Executed on this _____ day of _____, 2024.
Attest:

City Clerk



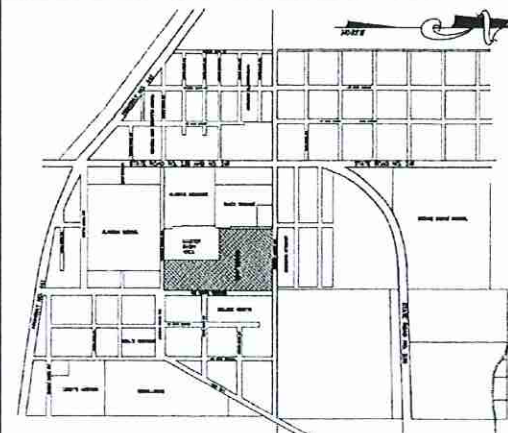
2236683

KINGSLAND - ALACHUA

A PLANNED UNIT DEVELOPMENT

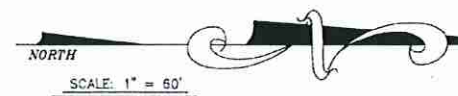
SITUATED IN SECTION 14, TOWNSHIP 08 SOUTH, RANGE 18 EAST
CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA

PLAT BOOK 27 PAGE 27
SHEET 1 OF 1



LOCATION MAP
SCALE: 1" = 1000'

SUBDIVISION AREA = 14.12 ACRES
PROPOSED NO. OF LOTS = 57

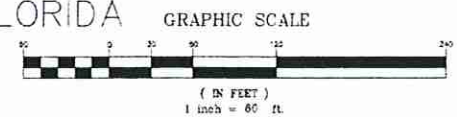


SCALE: 1" = 60'

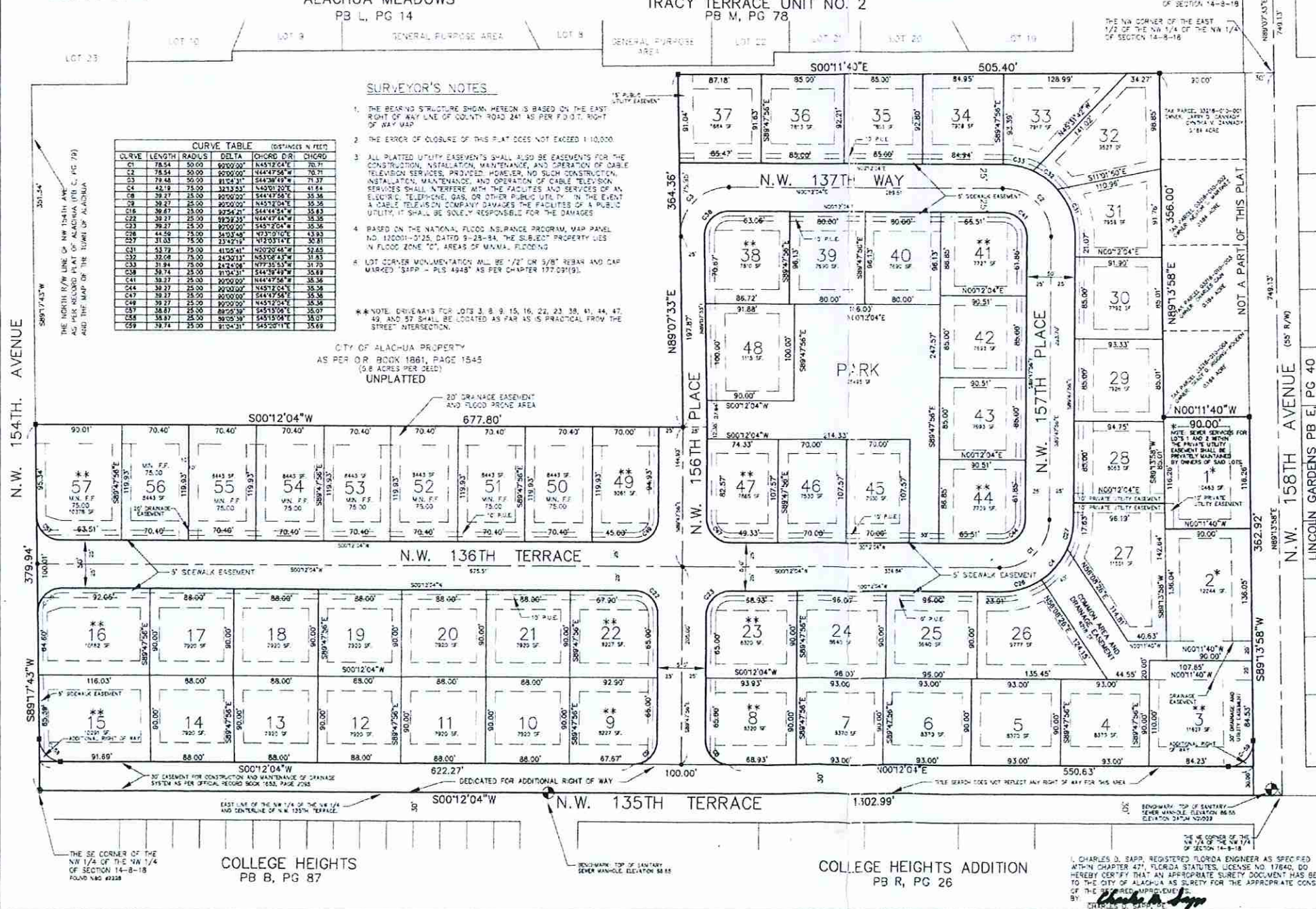
NOTICE

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL
DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL
IN NO CIRCUMSTANCES BE SUPERSEDED IN AUTHORITY BY ANY
OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE
ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT
THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

1. THERE IS A 5' WIDE UTILITY EASEMENT ON ALL FRONT AND
SIDE LOT LINES.
2. THERE IS A 5' SIDEWALK EASEMENT ALONG THE
ROAD FRONTAGE OF LOTS 16 THRU 57.
3. PROPOSED ZONING IS PLANNED UNIT DEVELOPMENT.
4. BUILDING SETBACKS: FRONT - 20', SIDE - 10', REAR - 15'



- LEGEND
- DENOTES NAIL AND DISC FOUND
 - DENOTES PERMANENT REFERENCE MONUMENT SET (#4948)
 - DENOTES CONCRETE MONUMENT FOUND
 - DENOTES PERMANENT CONTROL POINT (TO BE SET) (#4948)
 - DENOTES DRAINAGE EASEMENT
 - DENOTES PUBLIC UTILITY AND/OR SIDEWALK EASEMENT
 - DENOTES RIGHT OF WAY
 - DENOTES PUBLIC UTILITY EASEMENT
 - DENOTES MINIMUM FINISH FLOOR ELEVATION
 - DENOTES PLAT BOOK AND PAGE
 - DENOTES CENTERLINE



SURVEYOR'S NOTES

1. THE BEARING STRUCTURE SHOWN HEREON IS BASED ON THE EAST
RIGHT OF WAY LINE OF COUNTY ROAD 241 AS PER F.D.O.T. RIGHT
OF WAY MAP.
2. THE ERROR OF CLOSURE OF THIS PLAT DOES NOT EXCEED 1:10,000.
3. ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE
CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE
TELEVISION SERVICES, PROVIDED, HOWEVER, NO SUCH CONSTRUCTION,
INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION
SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN
ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT
A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC
UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES.
4. BASED ON THE NATIONAL FLOOD INSURANCE PROGRAM, MAP PANEL
NO. 120001-0125, DATED 8-28-84, THE SUBJECT PROPERTY LIES
IN FLOOD ZONE 'C', AREAS OF MINOR FLOODING.
5. LOT CORNER MONUMENTATION SHALL BE 1/2" OR 3/8" REBAR AND CAP
MARKED 'SAPP - PLUS 4948' AS PER CHAPTER 177.03(9).

CITY OF ALACHUA PROPERTY
AS PER O.R. BOOK 1861, PAGE 1545
(5.8 ACRES PER DEED)
UNPLATTED

CURVE TABLE			
(DISTANCES IN FEET)			
CURVE	LENGTH	RADIUS	CHORD OR CHORD
01	78.54	50.00	100.00
02	78.54	50.00	100.00
03	78.54	50.00	100.00
04	78.54	50.00	100.00
05	78.54	50.00	100.00
06	78.54	50.00	100.00
07	78.54	50.00	100.00
08	78.54	50.00	100.00
09	78.54	50.00	100.00
10	78.54	50.00	100.00
11	78.54	50.00	100.00
12	78.54	50.00	100.00
13	78.54	50.00	100.00
14	78.54	50.00	100.00
15	78.54	50.00	100.00
16	78.54	50.00	100.00
17	78.54	50.00	100.00
18	78.54	50.00	100.00
19	78.54	50.00	100.00
20	78.54	50.00	100.00
21	78.54	50.00	100.00
22	78.54	50.00	100.00
23	78.54	50.00	100.00
24	78.54	50.00	100.00
25	78.54	50.00	100.00
26	78.54	50.00	100.00
27	78.54	50.00	100.00
28	78.54	50.00	100.00
29	78.54	50.00	100.00
30	78.54	50.00	100.00
31	78.54	50.00	100.00
32	78.54	50.00	100.00
33	78.54	50.00	100.00
34	78.54	50.00	100.00
35	78.54	50.00	100.00
36	78.54	50.00	100.00
37	78.54	50.00	100.00
38	78.54	50.00	100.00
39	78.54	50.00	100.00
40	78.54	50.00	100.00
41	78.54	50.00	100.00
42	78.54	50.00	100.00
43	78.54	50.00	100.00
44	78.54	50.00	100.00
45	78.54	50.00	100.00
46	78.54	50.00	100.00
47	78.54	50.00	100.00
48	78.54	50.00	100.00
49	78.54	50.00	100.00
50	78.54	50.00	100.00
51	78.54	50.00	100.00
52	78.54	50.00	100.00
53	78.54	50.00	100.00
54	78.54	50.00	100.00
55	78.54	50.00	100.00
56	78.54	50.00	100.00
57	78.54	50.00	100.00

LEGAL DESCRIPTION

THE EAST 1/2 OF THE NW 1/4 OF THE NW 1/4 OF SECTION 14, TOWNSHIP 8 SOUTH, RANGE 18 EAST,
ALACHUA COUNTY, FLORIDA, LESS AND EXCEPT 8.8 ACRES SOLD TO THE CITY OF ALACHUA AS RECORDED
IN O.R. BOOK 1861, PAGE 1545, ALSO LESS AND EXCEPT ANY EXISTING ROAD RIGHTS-OF-WAY, ALL LYING
AND BEING IN ALACHUA COUNTY, FLORIDA, ALSO LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:
COMMENCE AT THE NORTHWEST CORNER OF THE SAID NW 1/4 OF THE NW 1/4 OF SECTION
14, THENCE S00°11'40"E, ALONG THE WEST LINE THEREOF, A DISTANCE OF 30.00 FEET TO THE SOUTH
RIGHT-OF-WAY (R/W) LINE OF N.W. 158TH AVENUE AND THE POINT OF BEGINNING (POB), THENCE N89°
07'31"E, ALONG THE SAID R/W LINE, 356.00 FEET, THENCE S00°11'40"E, A DISTANCE OF 90.00 FEET, THENCE
S89°07'31"E, A DISTANCE OF 156.00 FEET, THENCE N00°11'40"W, A DISTANCE OF 60.00 FEET TO THE P.O.B.
CONTAINING: 14.12 ACRES TOTAL.

OWNER'S CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS THAT SINK REALTY, INC. DOES HEREBY CERTIFY THAT IT IS THE OWNER
OF KINGSLAND - ALACHUA, A PLANNED UNIT DEVELOPMENT, EXCEPT LOTS 14 AND 15 AS SHOWN HEREON, AND
DOES HEREBY DEED TO THE PUBLIC FOREVER, THE STREETS, RIGHTS OF WAY, EASEMENTS AND PARK AS
SHOWN HEREON.

Sherry S. Sapp
PRESIDENT
SINK REALTY, INC.
18624 NW COUNTY ROAD 222
ALACHUA, FLORIDA 32315

Sherry S. Sapp
PRESIDENT
SINK REALTY, INC.
18624 NW COUNTY ROAD 222
ALACHUA, FLORIDA 32315

KNOW ALL MEN BY THESE PRESENTS THAT OLD TOAN CHURCH OF GOD IN CHRIST DOES HEREBY CERTIFY
THAT IT IS THE OWNER OF LOTS 14 AND 15 OF KINGSLAND - ALACHUA, A PLANNED UNIT DEVELOPMENT, AS
SHOWN HEREON, AND DOES HEREBY DEED TO THE PUBLIC FOREVER, THE ADDITIONAL RIGHT OF WAY AS
SHOWN HEREON.

Joe Williams
PASTOR
OLD TOAN CHURCH OF GOD IN CHRIST
P.O. BOX 1841
ALACHUA, FLORIDA 32315-1841

STATE OF FLORIDA, COUNTY OF ALACHUA

I HEREBY CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, SHERRY S. SAPP, PRESIDENT OF
SINK REALTY, INC., AS OWNER OF KINGSLAND - ALACHUA, A PLANNED UNIT DEVELOPMENT, KNOWN TO ME TO
BE THE PERSON HEREIN DESCRIBED AND WHO ACKNOWLEDGED THAT SHE EXECUTED THIS INSTRUMENT, AS HER
FREE ACT AND DEED.

I HEREBY CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, JOE WILLIAMS, PASTOR OF OLD
TOAN CHURCH OF GOD IN CHRIST, AS OWNER OF LOTS 14 & 15 OF KINGSLAND - ALACHUA, A PLANNED UNIT
DEVELOPMENT, KNOWN TO ME TO BE THE PERSON HEREIN DESCRIBED AND WHO ACKNOWLEDGED THAT HE
EXECUTED THIS INSTRUMENT AS HIS FREE ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL THIS 1 DAY OF May, 2006

Sherry S. Sapp
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: 05/01/2008

CONSENT OF MORTGAGEE

KNOW ALL MEN BY THESE PRESENTS, THAT CAPITAL CITY BANK, HOLDER OF THAT CERTAIN MORTGAGE
FILED FOR RECORD IN OFFICIAL RECORDS BOOK 3322, PAGE 102, OF THE PUBLIC RECORDS OF
ALACHUA COUNTY, FLORIDA, DOES CONSENT TO THIS PLAT AND JOINS IN THE DEDICATION THEREON.

STATE OF FLORIDA, COUNTY OF ALACHUA

I HEREBY CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, SHERRY S. SAPP, PRESIDENT OF
SINK REALTY, INC., KNOWN TO ME TO BE THE PERSON HEREIN DESCRIBED AND WHO ACKNOWLEDGED THAT
HE EXECUTED THIS INSTRUMENT AS HIS FREE ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL THIS 1 DAY OF May, 2006

Sherry S. Sapp
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: 05/01/2008

CERTIFICATE OF LAND SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A LICENSED AND REGISTERED LAND SURVEYOR, AS
PROVIDED UNDER CHAPTER 472, FLORIDA STATUTES, AND IN GOOD STANDING WITH THE BOARD OF LAND SURVEYORS,
DOES HEREBY CERTIFY THAT ON SEPTEMBER 15TH, 2004 HE COMPLETED THE SURVEY OF THE LANDS AS SHOWN IN THE
FOREGOING PLAT ON PLAN, THAT SAID PLAT IS A CORRECT REPRESENTATION OF THE LANDS THEREIN DESCRIBED AND
PLATTED OR SUBDIVIDED, THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED AS SHOWN THEREON AS
REQUIRED BY CHAPTER 177, FLORIDA STATUTES, AND THAT SAID S. S. IS LOCATED IN SECTION 14, TOWNSHIP 8 SOUTH,
RANGE 18 EAST, CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA.

Charles D. Sapp
CHARLES D. SAPP, PROFESSIONAL LAND SURVEYOR
FLORIDA REGISTRATION NO. 4948
DATE: April 28, 06

CERTIFICATE OF APPROVAL BY PROFESSIONAL SURVEYOR AND MAPPER

THIS IS TO CERTIFY THAT I HAVE REVIEWED THIS PLAT FOR CONFORMITY TO PART 1 OF CHAPTER 177, FLORIDA STATUTES
THIS REVIEW, HOWEVER, DOES NOT VERIFY THE SURVEY DATA.

EXAMINED ON 05/01/06 AND APPROVED BY: *Charles D. Sapp*
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. 6561

CERTIFICATE OF APPROVAL BY THE COUNTY HEALTH DEPARTMENT

EXAMINED ON 4-28-06 AND APPROVED BY: *Sherry S. Sapp*
COUNTY HEALTH DEPARTMENT

CERTIFICATE OF APPROVAL BY THE CITY ATTORNEY

EXAMINED ON 5-1-06 AND APPROVED AS TO LEGAL FORM AND SUFFICIENCY
BY: *Marion B. Rush*
CITY ATTORNEY

CERTIFICATE OF APPROVAL BY THE CITY COMMISSION, CITY OF ALACHUA

THIS IS TO CERTIFY, THAT ON 5-1-06 THE FOREGOING PLAT WAS APPROVED BY THE CITY COMMISSION OF
THE CITY OF ALACHUA, FLORIDA.

FOR: *Jim Callaway*
CITY MANAGER

RECEIVED AND FILED 5th DAY OF MAY, 2006
RECEIVED AND FILED FOR RECORD THIS 5th DAY OF MAY, 2006
J.K. "Buddy" Juby
CLERK OF THE COURT

CHARLES D. SAPP
CONSULTING ENGINEER - LAND SURVEYOR
6352 N.W. 18TH. DRIVE, SUITE 7
GAINESVILLE, FLORIDA, 32653
(352) 336-3555

Kingsland-Alachua HOA, Inc.

PO BOX 676
ALACHUA, FL 32616-0676

montclairalachua.hoa@gmail.com

June 3, 2024

To Whom It May Concern:

I am presently the Vice President of the Board of the KINGSLAND-ALACHUA HOMEOWNERS' ASSOCIATION, INC.. Last June, I reactivated a relationship with Mr. Grafton Wilson to acquire the parcel designated as "Park" on Page 27 of Plat Book 27 of the Public Records of Alachua County, Florida.

The Board's primary concern regarding this "Park" has been the delinquency of the tax payments, allowing the sale of Tax Certificates. Our attorney explained the possible negative ramifications of this issue to us and advised us to pursue action on this matter.

We are thankful that all past due taxes/penalties have been closed and we are also thankful for the time and effort expended to get the paperwork in order to this point.

The Board kindly requests the City to transfer the Deed to this Florida "not for profit" corporation.

Kind Regards,



Daniel Luban
Vice President

Record 231.00
Doc. Stamps _____
Int. Tax _____
Total 231.00

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2391713 27 PGS
2007 DEC 11 04:28 PM BK 3716 PG 396
J. K. "BUDDY" IRBY
CLERK OF CIRCUIT COURT
ALACHUA COUNTY, FLORIDA
CLERK25 Receipt#355735

This instrument prepared by:
Philip A. DeLaney,
Scruggs & Carmichael, P.A.
Post Office Box 23109
Gainesville, Florida 32602
PAD 07-2309

**DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS
FOR KINGSLAND-ALACHUA**

THIS DECLARATION OF RESTRICTIONS, is made this 5th day of **December, 2007**, by **Swick Realty, Inc.**, hereinafter referred to as "Developer" joined by **Joe Williams as Pastor and Trustee of Old Town Church Of God In Christ**.

WHEREAS, Developer and the Old Town Church of God In Christ are the owners of all the platted lots or parcels in KINGSLAND-ALACHUA a Planned Unit Development, as shown on the Plat prepared by Charles D. Sapp Engineer and recorded in Plat Book 27 at page 27 of the Public Records of Alachua County, Florida;

WHEREAS, Developer intends to sell the above described property, restricting it in accordance with a common plan designed to preserve the value and residential qualities of the land, for the benefit of its future owners and imposing certain covenants, restrictions, easements and conditions;

NOW, THEREFORE, Developer declares that the real property shall be held, transferred, encumbered, used, sold, conveyed, leased, and occupied subject to the covenants, conditions, easements, and restrictions set forth below expressly and exclusively for the use and benefit of the property and of each and every person or entity who now or in the future owns any portion or portions of the real property.

**ARTICLE I
DEFINITIONS**

The following words when used in this Declaration (unless the context shall prohibit), shall have the following meanings:

(a) Association: "Association" shall mean and refer to KINGSLAND-ALACHUA HOMEOWNER'S ASSOCIATION, INC., a Florida corporation, not for profit. This is the Declaration of Covenants, Conditions and Restrictions for KINGSLAND-ALACHUA to which the Articles of Incorporation and Bylaws of the Association make reference which are attached as exhibit "A" and "B".

(b) "KINGSLAND-ALACHUA " or "Subdivision," shall refer to the platted parcels, shown on the Plat prepared by Charles D. Sapp, dated April 28, 2006, and recorded in Plat Book 27 at Page 27 of the public records of Alachua County, herein after referred to as "Plat".

(c) Developer: "Developer" shall mean and refer to SWICK REALTY, INC., his successors and assigns.



2391713

**DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS
FOR KINGSLAND-ALACHUA**

Page 2

(d) Parcel: "Parcel" shall mean and refer to one of the platted lots in KINGSLAND-ALACHUA.

(e) Owner: "Owner" shall mean and refer to the record fee simple title holder, whether one or more persons or entities, of a parcel, including the Developer.

(f) Board: "The Board" shall mean and refer to the Board of Directors for KINGSLAND-ALACHUA HOMEOWNERS ASSOCIATION, INC.

(g) Drainage Easements, Signage Easements, and Public Utilities Easements: Shall mean and refer to the Drainage Easement, Signage Easements, and Public Utilities Easements shown on the Plat or referred to in this declaration.

(h) "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges of stormwater runoff which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse stormwater runoff to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharge from the system. Any reference in the Declaration to the Suwannee River Water Management District shall also include its Successors if it ceases to exist.

**ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION**

Section 1. Property: The property subject to this Declaration consists of the property described on the Plat.

Section 2. Further Subdivision or Re-plat of Lots. Owners (other than Declarant) may not subdivide or separate a Lot into smaller lots; however, this shall not prohibit corrective deeds or similar corrective instruments. An Owner may, by recording an instrument in the Public Records, combine two or more Lots for a single homesite, and thereafter the combined property will be deemed to be a single Lot for all purposes. Declarant shall have the right to modify the Plat to make adjustments to Lot boundary lines if the Owners of the affected Lots consent. Declarant may make other adjustments to the Plat if the Owners are not materially affected or if all Owners who will be materially affected consent to such modification. Owners shall not unreasonably withhold their consent to an adjustment, and consent will be deemed given if an Owner does not object in writing within ten (10) days after written notice is given requesting that Owner's consent. Declarant may also re-plat a Lot or Lots to Common Property, to roadway, or to other legal purpose without the consent of the other Owners, whereupon such re-platted Lot or Lots will no longer be deemed a "Lot." Declarant may also establish additional easements upon a Lot or Lots without the consent of the other Owners.

**ARTICLE III
EASEMENTS**

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Section 1. Reservation of Easement: Developer, for itself, its successor, grantees, and assigns specifically reserves and retains an express easement for drainage over, and upon all Drainage Easements as shown on the "Plat" of KINGSLAND-ALACHUA ; prepared by CHARLES D. SAPP, dated April 28, 2006. These rights shall be appurtenant and shall pass with the title to every parcel together with access to maintain.

Section 2. Management Easement: The Association shall have an easement for access to all parcels for ingress and egress as required by their respective officers, directors, employees and/or agents in order to perform their respective obligations and duties as set forth herein under this Declaration.

Section 3. Utility Easements: Easements are reserved through the property as may be required for utility service in order to serve KINGSLAND-ALACHUA adequately. However, this section shall be limited to the easements shown on the Plat of the subdivision property or recorded by separate instrument and accepted by proper governmental authorities.

Section 4. Landscape and Signage Easements: Developer hereby reserves on behalf of the Association, an easement for landscape and signage on lots 16 and 57 adjacent to the road rights of way N.W. 136th Avenue and N.W. 154th Avenue. This easement shall be eighteen (18) feet by fifteen (15) feet in size. The association shall also have a landscape and signage easement to be located on Lots 8 and 9 adjacent to the road rights of way of N.W. 135th Terrace and N.W. 156th Place. This easement shall be thirty (30) feet by twenty six (26) feet in size.

Section 5. Easement for access and drainage. The Association shall have a perpetual non-exclusive easement over all areas of the Surface Water or Stormwater Management System, for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any lot which is a part of the surface water or stormwater management system, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water or stormwater management system as required by the Suwannee Water Management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without the prior written approval of the Suwannee River Water Management District.

**ARTICLE IV
OWNERSHIP ASSOCIATION**

Section 1. Creation: Developer shall cause to be incorporated, pursuant to Florida Statutes, a corporation not for profit to be known as KINGSLAND-ALACHUA HOMEOWNER'S ASSOCIATION, INC., in accordance with the Articles of Incorporation, a copy of which is annexed hereto as Exhibit "A", and made a part hereof by reference. The Articles of Incorporation of said Association, and its Bylaws, a copy of which is annexed hereto as Exhibit "B", are hereby made a part hereof by reference.

Section 2. Rules and Regulations: The Association shall have the right from time to time to

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adopt and promulgate rules and regulations pertaining to the use of the easements and of the individual parcels. Such rules and regulations of the Association when so adopted shall be incorporated in and form a part of this Declaration to the same extent as if originally contained herein, and may include fines or other penalties for violation of the Declaration or of these rules and regulations.

Section 3. Board of Directors: Membership on the Board of Directors shall be open to the owners of all parcels within the Subdivision.

**ARTICLE V
COVENANTS FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligations of the Assessments: Developer hereby covenants, and each Owner of any parcel (by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance), including any purchaser at a judicial sale, shall hereafter be deemed and covenant and agree to pay to the Association:

- (a) Any annual assessment or charges;
- (b) Any special assessments for capital improvements or major repair; and
- (c) General maintenance assessment (as set forth hereafter); such assessments to be fixed, established and collected from time to time as hereinafter provided. All such assessments, together with interest thereon from due date at the highest legal rate of interest thereon and costs of collection thereof, including attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use or by abandonment.

Section 2. Purpose of Assessments: The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of the residents of KINSLAND and in particular, for the improvement and maintenance of the easements assigned to the Association, including but not limited to, the costs of taxes, insurance, labor, equipment, materials, management, maintenance and supervision thereof as well as for such other purposes as are permissible activities of the Association, and undertaken by it.

Section 3. Annual Assessments: The annual assessments, including funds for special improvement projects and for capital improvements, shall be determined by the Board of Directors of the Association who shall adopt an operating budget for the property in advance of each calendar year, which shall include the estimated funds required to defray the current expenses and shall provide funds for the reserves. The initial amount of the annual assessment shall be \$50.00 per year. The annual assessments shall be paid in one annual payment in advance on the first day of January each year or on the first day of the first month following transfer of ownership from the Developer to the owner. The Association may amend the payment schedule of assessments at its discretion to a shorter or longer period, but no more often than

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monthly and no less than annually. Each owner shall pay their prorata share of the annual assessments and special assessments based on the number of parcels in the subdivision 1/57 for each parcel. In addition, there shall be a one time initial assessment paid to the Homeowner's Association of \$50.00 per lot due and payable only after the initial purchase from the Developer.

Section 4. Special Assessments: In addition to the regular assessments, the Board may levy in any assessment year a special assessment, applicable to that year only, for the defraying, in whole or in part, the costs of any construction, reconstruction, unexpected repair or replacement of a described capital improvement and other related fees and costs. Provided, however, no such special assessment shall be levied when the amount thereof shall exceed one-half (1/2) of the current regular assessment except upon a majority vote of all interests voting at a meeting duly called of members of the Association who are subject to such special assessment.

Section 5. Duties of the Board of Directors: The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each parcel for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time prepare a roster of the properties and assessment applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any owner. Written notice of the assessment shall be sent to every owner subject thereto not later than seven (7) days after fixing the date of commencement thereof.

The Association shall, upon demand at any time, furnish to any owner liable for said assessment, a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 6. Effect of Non-Payment of Assessment-Lien; Remedies for the Association: If the assessments are not paid on the date when due, such assessment shall then become delinquent and shall, together with such interest thereon and cost of collection thereof, thereupon become a continuing lien on the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the highest legal rate of interest, and the Association may bring an action to foreclose the lien against the property, in like manner as a foreclosure of a mortgage on real property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided, a reasonable attorney's fee to be fixed by the Court, together with costs of the action.

Section 7. Subordination of the Lien to Mortgages: The lien of the assessment provided for herein shall be subordinate to the lien of any bona fide mortgage or mortgages (except from buyer to seller of a parcel) now or hereafter place upon the parcel subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale or

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transfer of such parcel pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. No sale or transfer shall relieve any parcel from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 8. Insurance: The Association may obtain through a reputable insurance agency authorized to conduct business within the State of Florida, hazard, public liability and worker's compensation insurance (if required), and such additional coverage as may be required by law or as it deems advisable. This insurance shall cover the easements, roadways and, improvements in said areas and any and all employees of the Association and charged to the owners as a part of the total annual assessment as hereinbefore provided.

Section 9. Restriction During Period of Management by Developer: During the period of time the Association is controlled by Developer, the annual assessment shall not exceed \$100.00 per year. Should funds collected by the Association create a surplus, such surplus shall be held for the use and benefit of the Association. Developer shall pay the cost of any deficit resulting from the operations during Developer's period of control.

Section 10. Surface Water and Storm Water Management Systems: Assessments shall also be used for the maintenance and repair of the surface water or stormwater management systems including, but not limited to, work within retention areas, drainage structures and drainage easements.

The Association shall operate, maintain and manage the surface water or stormwater management system(s) in a manner consistent with the Suwannee River Water Management District permit number ERP97-0022M requirements and applicable District rules, and shall assist in the enforcement of the Declaration of Covenants and Restrictions which relate to the surface water or stormwater management system.

The Association shall levy and collect adequate assessments, against members of the Association for the costs of maintenance and operation of the surface water or stormwater management system.

The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the Suwannee River Water Management District. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted or, if modified, as approved by the Suwannee River Water Management District.

Section 11. Special Assessments for Capital Improvements and for Compliance with Suwannee River Water Management District Permit. In addition to the annual assessment authorized above, the Association shall levy a special assessment for the purpose of defraying, in whole or in part, the cost of the maintenance, operation and repair of the Surface Water of Storm Water Management System and any and all other costs incurred to comply with the terms and provisions of the permit issued by the District. Such

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special assessment shall be levied by the Board of Directors of the Association with or without approval of the membership of the Association. Special assessments shall be due and payable within sixty (60) days of the assessment being levied.

**ARTICLE VI
GENERAL MAINTENANCE**

Section 1. General Maintenance: The Association shall maintain all of the easements for specifically reserved under this declaration and assigned to the Association for the benefit of the parcel owners. The association shall also maintain the entranceway landscaping and signage, fronting along N.W. 135th Terrace and N.W. 154th Avenue of the Subdivision. The Association may provide general maintenance upon any parcel which parcel is deemed by the Association to be in need of clearing, mowing, tree trimming or removal, fence painting or other general maintenance or landscaping. Prior to the Association taking such action as hereinafter set forth, the Association shall notify the owner in writing at his last know address, stating what action needs to be taken by the owner and if after thirty (30) days such action is not taken by the owner, the Association shall provide the necessary maintenance. The Association shall assess the owner for any general maintenance work done by the Association, who shall pay same in a timely fashion. If said charges are not paid, the Association shall proceed to collect same using all remedies allowed by law.

Section. 2. Assessment of Costs: The cost of maintenance of the easements and general maintenance shall be assessed as follows:

The cost of general maintenance shall be assessed upon the parcel upon which said maintenance is performed, but shall not be considered to be a part of the maintenance assessment or charge for maintenance of road rights of way or easements.

Assessments for maintenance to the easements and maintenance of the entranceway landscaping and signage fronting on N.W. 135th Terrace and N.W. 154th Avenue shall be as set forth hereinabove in Article IV. Each parcel in the Subdivision shall bear 1/57 of these assessments for maintenance in the Subdivision.

Section 3. Access at Reasonable Hours: For the purpose of performing the general maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the owner, to enter upon any parcel or exterior of any unit or other structures located in KINGSLAND-ALACHUA at reasonable hours of any day except Saturday or Sunday.

**ARTICLE VII
LAND USE**

Section 1. Purposes: No parcel, part, portion or Subdivision lot of this property shall be used except for residential purposes, and as otherwise permitted by this Declaration and applicable zoning laws and regulations. No building shall be erected, altered, placed or permitted to remain on any portion of the herein described property other than a single family dwelling not exceed two and a half stories in height, and

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a private garage or carport for not more than two (2) cars. There may be incorporated in, or attached to, any such dwelling a garage or carport and storage, laundry or servants' quarters (for use in connection with and to serve the single family unit built of the same material and color as the home). Appropriate accessory structures may be built as detached buildings, provided they meet all setback requirements. Notwithstanding anything contained herein to the contrary Developer shall allow the construction of a church on Lots 14 and 15 if all governmental approvals have been obtained and subject to all requirements contained in the city's Land Development Regulation and Zoning Code. The roof shall be required to have a at least 6/12 pitch and all architectural plans shall be approved by the ACC prior to construction.

Section 2. Residence Construction: No residence shall be constructed upon any Lot except one single family residence, which shall contain not less than one thousand one hundred (1,100) square feet, heated and cooled, including all stories, but exclusive of any garage, and plans and specifications for which must be first approved by the Architectural Control Committee as hereinafter set forth. Said Committee shall have the right to approve the materials and methods of construction to insure the type, grade and standard of materials and standard of quality as described hereafter. Neither mobile homes nor modular homes may be placed upon any building lot in the Subdivision. Trash and garbage containers as well as air conditioning equipment and all other accessories shall be either fenced or screened with shrubbery so as not to be visible from abutting streets or adjoining lots. All construction must be completed within twelve (12) months from date of commencement of construction, unless an extension is granted by the Architectural Control Committee. No parcel shall be subdivided into two (2) or more parcels. Any and all accessory or other structure, must be approved by the Architectural Control Committee, and be enclosed, and be constructed of like materials, quality and color as the primary structure and, be built on a foundation and be appropriately landscaped. All roofs shall maintain an 8/12 pitch and have at least 30 year architectural shingles or similar quality roof material. All homes must have at least a one-car enclosed attached garage.

Section 3. Fences: Fencing of the individual parcels must conform to the fencing standards developed by the Architectural Control Committee.

Section 4. Setbacks: No residential building shall be placed on any parcel or parcel nearer than twenty (20) feet to any front parcel line or nearer than ten (10) feet to any side or nearer than fifteen (15) feet to any rear parcel line shown on the Plat. For the purpose of construing the covenant and restriction contained in this paragraph, eaves and steps shall not be considered as a part of the building or dwelling.

Section 5. Temporary Structures: No structure of a temporary character, trailer, tent, shack, garage, or other outbuilding or recreational vehicle shall be used on any parcel or parcel at any time as a residence either temporarily or permanently. No servants' quarters, or other building, including temporary structures, may be erected prior to the commencement of construction of the main residence, except for garages, and building material and tool sheds. All temporary material and tool sheds must be removed promptly after the dwelling is completed.

Section 6. Commercial Vehicles: Commercial vehicles, boats and/or trailers or travel homes shall not be allowed to remain on the road rights of way of this subdivided property except when conducting business. If an owner has a commercial vehicle, boat and/or trailer or travel home, it must be hidden from

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the road right of way and neighboring parcels by walls or shrubbery, and located at least twenty (20) feet from the street; which shall be approved by the Architectural Control Committee, this set-back shall be the same setback used for the house, so as not to be an unsightly nuisance to the neighborhood.

Section 7. **Recreational Vehicles:** The keeping, maintaining or storing of any Recreational Vehicle or any Large Vehicle on a street or public right-of-way or on a lot on which there is not a permanent residential dwelling is prohibited. The keeping, maintaining or storing of more than one Recreational Vehicle or Large Vehicle registered and owned by the homeowner on a Lot with a permanent residential dwelling is not permitted unless a special exception has been granted by the Architectural Control Committee. Any such special exception shall specify the specific vehicle, Lot, special conditions, and time duration for the special exception and shall also specify the precise location on the Lot where the vehicle(s) may be kept which shall not include the location within twenty (20) feet of any front lot line nor within ten (10) feet of any side lot line. Special exceptions shall not be granted for commercial vehicles, school buses nor public transportation vehicles. Other provisions notwithstanding, in no event shall more than a maximum of one (1) Recreational Vehicles and/or Large Vehicles be kept on a Lot at any time and any such vehicles kept on a Lot must be neat and well maintained in appearance and be in good working condition.

Section 8. **Animals:** No animals, livestock, horses, or poultry of any kind may be kept within any dwelling or upon the Subdivision property except for dogs, cats, and other household pets which may be kept on individual parcels subject to rules and regulations from time to time adopted by the Association. In no event, may any homeowner maintain a commercial venture in respect to the breeding and marketing of animals.

Section 9. **Nuisance:** No activity shall be carried on upon any parcel within the Subdivision property, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No hunting or discharging of firearms for target practice, etc. is permitted. All parcels, setback areas, yards, walkways, driveways, and parking areas shall be maintained and kept in a neat and clean condition, free of refuse and debris. There shall be no motor cross riding within the subdivision. No signs of a commercial nature may be kept or maintained on any property within the Subdivision at any time except when a Lot is for sale. When a Lot is for sale, only one "For Sale" sign no larger than four (4) square feet will be permitted for each lot, provided however, that a builder or real estate broker may, with the approval of the Architectural Control Committee, erect a sign of up to thirty two (32) square feet to advertise a newly constructed property for sale during the construction and sales period.

Section 10. **Vehicle Repairs:** At no time shall there be any repairing, dismantling, or other mechanical work done on any automobiles, or other vehicles, except in an enclosed structure.

Section 11. **Antennas:** No towers, poles, antennas nor satellite dishes may be erected on any parcel in such manner as to be visible from the outside of such parcel without the express written consent of the Architectural Control Committee.

Section 12. **Waste and Sewage:** No individual water supply system shall be permitted on any parcel unless the system is located, constructed, and equipped in accordance with the requirements, standards,

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and recommendations of the Alachua County Health Department.

Section 13. Culverts: All culverts located under driveways or walkways if required shall have concrete mitered end-walls with either galvanized steel culvert pipe or pvc-pipe in such a dimension as to adequately handle storm water with a minimum twenty-foot length or at least as wide as the driveway. All culverts shall be to the City of Alachua specifications or to the standards developed by the Architectural Control Committee.

**ARTICLE VIII
ARCHITECTURAL CONTROL COMMITTEE**

Section 1. Appointment: The Architectural Control Committee shall consist of **Randy J. Bedsaul and Belle Wessendorf and Philip A. DeLaney** who may employ architects and other professional consultants to assist the Committee. The Architectural Control Committee shall serve at the pleasure of the Board of Directors.

Section 2. Plan Approval: Every person desiring to construct or alter, including repainting or renovations, any residence, fence, mailbox, or other structure shall make a request in writing to the Architectural Control Committee for approval. The request shall include a completed application which shall be provided by the Architectural Control Committee, two (2) copies of the completed architectural plans showing the location of the structure on the parcel, site plan, color selection and materials. One of the Members of the Committee shall, within thirty (30) days from the date it shall receive the last item required to be submitted, either approve or disapprove such request. Notification of such approval or disapproval shall be made in writing. In the event that any approved construction shall not be commenced within six (6) calendar months or complete within eighteen (18) months from the date of such approval, the proposed construction shall be deemed to have been abandoned and prior to the commencement of any such construction, a new request will be made to the Architectural Control Committee without regard to any prior request. In the event the Committee shall fail to act upon any request for approval within thirty(30) days, such request shall be deemed approved by the Committee.

Section 3. Waiver of Restrictions: The Architectural Control Committee shall have the power of affirmative vote to waive minor encroachments onto building setback lines or any of the other provisions of Article VII or any other Article for any residence, fence, or other structure, if by majority vote they determine that the enforcement of such provision would constitute a hardship.

**ARTICLE IX
MAINTENANCE OF PARCELS BY PARCEL OWNERS**

Section 1. Parking Areas, Etc.: All setback areas, walkways, yards and driveways shall be maintained and kept in a neat and clean condition, free of refuse and debris.

Section 2. Landscaped Areas: All landscaped areas shall be maintained in a live, healthy and

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growing condition, properly watered and trimmed. Any planting of grass, shrubs or trees which become dead or badly damaged shall be replaced with similar sound, healthy plant materials within twenty (20) days of it dying. Trees over ten (10) inches in diameter may not be removed unless they pose a hazard, in which case removal must be approved by the Association.

Section 3. Covenant to Maintain: No dwellings or improvements located in the Subdivision property shall be permitted to fall into disrepair. All persons, firms, and corporations who may hereafter succeed to title or acquire any lien or interest against or in the above described real property and improvements situated thereon, do jointly and severally agree to keep and maintain the said improvements in a good state of repair and to properly care for and maintain all lawns and shrubbery in a neat and attractive condition.

**ARTICLE X
MISCELLANEOUS**

Section 1. Duration: These covenants shall run with land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless a majority of the then current owners of the parcels sign and record an instrument revoking, or altering these covenants in whole or in part.

Section 2. Notices: Any notice to be sent to any member or owner shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as owner in the records of the Association.

Section 3. Enforcement: If the owners of any parcel, or their successors, heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for the KINGSLAND-ALACHUA HOMEOWNER'S ASSOCIATION, INC. or any other person or persons owning real property situated in said Subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and to prevent him or them from so doing, and to recover damages for such violations. Except in cases involving health, safety, immediate injury or irreparable harm, a parcel owner should submit any dispute in writing to the Board of Directors of KINGSLAND-ALACHUA HOMEOWNER'S ASSOCIATION, INC. at least thirty (30) days before filing suit in any court to enforce these covenants and restrictions.

The Suwannee River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in these Covenants and Restrictions which relate to the maintenance, operation and repair of the Surface Water or Storm Water Management System as well as any and all other provisions contained in these Covenants and Restrictions that in any way relate to the permit issued by the District. The District's right to enforce these Covenants and Restrictions by proceeding at law or in equity shall survive any dissolution of the Association and may be enforced by the District against the Association and/or the Owner(s). Should the District bring an action at law or in equity to enforce any provision of these Covenants and Restrictions and should it be determined in any such proceedings that the Association or any owner(s) breached any of the provisions of these Covenants and Restrictions or failed to

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completely and timely comply with any of these Covenants and Restrictions, the District shall be entitled to an award of attorney's fees and costs incurred by the District in such proceedings which shall include attorney's fees and costs incurred in any administrative or appellate proceedings. The District shall have the right to file a lien in the public records of Alachua County, Florida for any such attorney's fees and costs awarded to the District by any court or administrative body.

Section 4. Severability: Failure to enforce any violation of these restrictions shall not in any manner be construed as a waiver of such provisions.

Section 5. Amendment: These restrictions may be amended by the Developer until such time as the Developer turns over control of the association to the members and thereafter these restrictions may be amended by obtaining written consent from a $\frac{3}{4}$ majority of the members of the Association.

Any amendment to the Covenants, Conditions and Restrictions which alter any provision relating to the surface water or storm water management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the Suwannee River Water Management District

**ARTICLE XI
PARTIAL INVALIDATION**

Invalidation of any one of these covenants by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

**ARTICLE XII
DISSOLUTION**

Dissolution. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the Suwannee River Water Management District prior to such termination, dissolution or liquidation.

**ARTICLE XIII
SURFACE WATER OR STORMWATER MANAGEMENT**

Section 1. Definition: "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to chapters 40c-4, 40C-40 or 40C-42, F.A.C.

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Section 2. Duties of Association and Owners: The Association and ultimately the Owners of any real property located within the Association will be responsible for the maintenance, operation and repair of the Surface Water or Storm Water Management System as required by the permit issued by the District and other applicable District rules. Maintenance of the Surface Water or Storm Water Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other Surface Water or Storm Water Management capabilities as permitted and/or required by the District. Any repair or reconstruction of the Surface Water or Storm Water Management System shall be as permitted or, if modified, as approved by the District.

Section 3. Amendment: Any amendment to the Declaration of Covenants and Restrictions which alters any provision relating to the Surface Water or Storm Water Management System, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior written approval of the District.

Section 4. Enforcement: The Suwannee River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in these Covenants and Restrictions which relate to the maintenance, operation and repair of the Surface Water or Storm Water Management System as well as any and all other provisions contained in these Covenants and Restrictions that in any way relate to the permit issued by the District. The District's right to enforce these Covenants and Restrictions by proceedings at law or in equity shall survive any dissolution of the Association and may be enforced by the District against the Association and/or the Owner(s). Should the District bring an action at law or in equity to enforce any provision of these Covenants and Restrictions and should it be determined in any such proceedings that the Association or any owner(s) breached any of these Covenants and Restriction, the District shall be entitle to an award of attorney's fees and costs incurred by the District in such proceedings which shall include attorney's fees and costs incurred in any administrative or appellate proceedings. The District shall have the right to file a lien in the Public Records of Alachua County, Florida or any such attorney's fees and costs awarded to the District by any court or administrative body.

Section 5. Surfacewater Management Facilities: The man-made surfacewater facilities shall be maintained free of sediments and debris. Areas shall be inspected on a routine basis and nuisance plants shall be removed a minimum of twice annually. Grassed areas shall be mowed a minimum of 6 times per year. The natural systems shall be disturbed as little as possible. Minimal maintenance is required for the natural and undisturbed areas. All basins shall be inspected monthly. Monthly documentation shall be noted based upon the inspection findings.

Section 6. Erosion Control. All erosion damage at spillways, outfall structures and along basin side slopes shall be repaired (grading and grassing) as conditions occur. All side slopes and other areas disturbed by construction shall be stabilized by sodding, hydro-mulching or other appropriated vegetative or non-vegetative erosion control measures.

Section 7. Swales and Ditches. All swales, if any, shall be maintained free of debris and sediment. Sediments shall be removed when the depth has been reduced by 20 percent. Sediments removed from swales/ditches should be evenly spread over grassed areas away from the stormwater management

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facilities.

Section 8. Culverts, Pipes and Structures. All pipes, if any, shall be inspected bi-annually. Culverts and pipes shall be maintained free of debris and sediment. Sediments removed from the culverts and pipes should be evenly spread over grassed areas away from the stormwater management facilities.

The structures and paved flow lines, if any, shall be maintained clear of debris. Debris and silt collected in inlets and pipes shall be removed as routine inspections dictate.

Section 9. Outfall Structure in Stormwater Basin & Underdrain Systems: The control orifice and underdrain shall be inspected on a monthly basis. The orifice shall be cleaned as inspection dictates to remove any and all debris/sediment that may be clogging the orifice. The underdrain function shall be verified and cleaned as necessary to maintain proper flows.

Section 10. Inspection Reporting: Annual inspection reports, prepared by a properly licensed professional engineer, should be submitted to the water management district. The engineer shall inspect the site and report on the status and function of the system. Noted deficiencies and/or maintenance requirements shall be reported to the owner with recommendations for repairs. Repairs shall be executed.

Section 11. Limerock/Sinkhole: If limerock is encountered during excavation of the swales/basin or if a sinkhole forms in the area of a drainage swale/basin, the engineer of record shall be notified by either the contractor or the established operation and maintenance entity. The engineer of record shall inspect the repaired area upon completion of the repair.

Where limerock is encountered during excavation of the swales/basins, the limerock shall be over excavated by 2 feet and replaced with clayey soils that extend 2 feet beyond the perimeter of the limerock outcropping. The clayey soil shall have at least 20% passing the no. 220 sieve, compacted to 95% of standard proctor, and compacted in a wet condition with moisture 2%-4% above optimum.

All swales/basins shall be inspected monthly for sinkhole occurrence. Should a sinkhole occur, the area shall be repaired as soon as possible. Repair shall include filling (limerock such as road base material, clay/sand mixture, or concrete if necessary). A 2-foot deep cap that extends 2 feet beyond the perimeter of the sinkhole shall be constructed with clayey soils. The clayey soil shall have at least 20% passing the no. 200 sieve, compacted to 95% of standard proctor, and compacted in a wet condition with moisture 2%-4% above optimum. The clayey soil cap shall be re-graded to prevent concentration of waters (ponding) and re-vegetated.

Section 12. Operation & Maintenance Entity: The existing homeowners association will operate and maintain the stormwater system as illustrated in the construction documents. The Association is: Kingsland-Alachua Homeowners Association, Inc..

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Signed, Sealed and Delivered
in the presence of:

Philip A. DeLaney
Witness

Philip A. DeLaney
Printed Name

Pamela K. O'Steen
Witness

Pamela K. O'Steen
Printed Name

SWICK REALTY, INC.

By: Sherry S. Swick
Sherry S. Swick, President

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing Instrument was sworn to, subscribed and acknowledged before me this 30th day of November, 2007 by **SHERRY S. SWICK as President, of SWICK REALTY, INC.**, on behalf of the corporation, who () is personally known to me or who () has provided her Florida Drivers License as identification and who did take an oath.

(NOTARY SEAL)



Philip A. DeLaney
Commission # DD507269
Expires April 18, 2010
Notary Public - State of Florida
Bonded Troy Fair Insurance Inc. 800-385-7019



Philip A. DeLaney
Commission # DD507269
Expires April 18, 2010
Notary Public - State of Florida
Bonded Troy Fair Insurance Inc. 800-385-7019

Signed, Sealed and Delivered
in the presence of:

William L. Williams
Witness

William L. Williams
Printed Name

Lillie Williams
Witness

Lillie Williams
Printed Name

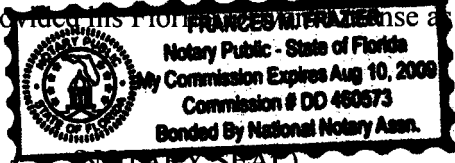
OLD TOWN CHURCH OF GOD IN CHRIST

By: Joe L. Williams
Joe L. Williams, Pastor and Trustee

STATE OF FLORIDA
COUNTY OF ALACHUA

INSTRUMENT # 2391713
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The foregoing Instrument was sworn to, subscribed and acknowledged before me this 5th day of December, 2007 by **JOE L. WILLIAMS as Pastor and Trustee of OLD TOWN CHURCH OF GOD IN CHRIST**, on behalf of the corporation, who is (x) personally known to me or who has () provided his Florida Drivers License as identification and who did take an oath.



(NOTARY SEAL)

Frances M. Prazier
Notary Public - State of Florida
My Commission Expires Aug 10, 2009
Commission # DD 466573
Bonded By National Notary Assn.

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**EXHIBIT "A"
ARTICLES OF INCORPORATION
OF
KINGSLAND-ALACHUA HOMEOWNERS ASSOCIATION, INC.
A FLORIDA CORPORATION NOT FOR PROFIT**

The undersigned, for the purpose of forming a Corporation Not For Profit under Florida Statutes Chapter 617, does hereby make and adopt the following Articles of Incorporation:

**ARTICLE I
NAME & ADDRESS**

The name of the corporation shall be:

KINGSLAND-ALACHUA HOMEOWNERS ASSOCIATION, INC.
(Hereinafter the "Association")

The principal place of business of this corporation will be

**KINGSLAND-ALACHUA
c/o Randy J. Bedsaul
4830 N.W. 43rd St. G-109
Gainesville, FL 32606**

**ARTICLE II
TERM OF EXISTENCE**

The existence of the Association will commence upon filing of these Articles with the Department of State of the State of Florida and shall continue thereafter in perpetuity.

**ARTICLE III
PURPOSE**

The Association is organized for the purpose of enforcing the Declaration of Covenants and Restrictions for, and adopting and promulgating rules and regulations pertaining to the use of the easements and parcels in KINGSLAND-ALACHUA, as shown on Plat prepared by CHARLES D. SAPP, dated April 28, 2006, and recorded in Plat Book 27 at Page 27 of the Public Records of Alachua County, Florida and for the management, maintenance, operation and care of real and personal property, including but without limitation, all roads, roadways, culverts, lakes, ditches, canals, retention or detention areas, drainage, and other surfacewater management works, which are owned or controlled by the Association or the owners in common.

Further and in accordance with the Declaration of Covenants and Restrictions for KINGSLAND-ALACHUA (hereinafter the "Declaration"),

A. To fix, make and collect assessments;

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- B. To borrow money;
- C. To use and expend the proceeds of assessments and borrowings in a manner consistent with the purpose for which this Association is formed;
- D. Review plans and specifications of proposed improvements and determine whether they comply with the "DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR KINGSLAND-ALACHUA".
- E. To maintain, repair, replace, operate, and care for real and personal property, including but without limitation, all roads, roadways, culverts, ditches, canals, retention or detention areas, drainage, and other surfacewater, management works, which are owned or controlled by the association or the owners in common in a manner consistent with the permit issued by the Suwannee River Water Management District and the operation and maintenance plan attached thereto;
- F. To purchase and maintain insurance;
- G. To make, amend, impose, and enforce by any lawful means, reasonable rules and regulations of use of the easements and Association property;
- H. To contract for services with others;
- I. To do and perform anything required by these Articles, the Bylaws, or the Declaration to be done by the owner, but if not done by the Owner thirty (30) days after notice, at the expense of Owner;
- J. To do and perform any obligations imposed upon the Association by the Declaration or by any permit or authorization from any unit of local, regional, state, or the federal government and to enforce by any legal means the provisions of these Articles, the Bylaws and the Declaration.
- K. To operate, maintain and manage the Surface Water or Storm Water Management System(s) in a manner consistent with Suwannee River Water Management District ("District") permit No. ERP97-0022M and applicable District rules, and shall assist in the enforcement of the Declaration of Covenants and Restrictions which related to the Surface Water or Storm Water Management System(s).

The foregoing specific duties and responsibilities are not construed in any way as limiting the powers of the Association. Rather, the Association will have and exercise all the powers conferred upon Associations so formed.

- L. To levy and collect adequate assessments against the member of the Association for the costs of maintenance and operation of the Surface Water or Storm Water Management System(s)

**ARTICLE IV
MEMBERSHIP**

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Every person or entity who is, from time to time, the record owner of a parcel in KINGSLAND-

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ALACHUA shall be a member of the Association. Membership will be appurtenant to, and may not be separated from the ownership of a parcel in KINGSLAND-ALACHUA .

**ARTICLE V
VOTING RIGHTS**

5.1 **Voting Rights.** The Association shall have two (2) classes of voting membership:

a. **Class "A".** Class "A" Members shall be all Owners of Parcels with the exception of the Declarant. Each Class "A" Member shall be entitled on all issues to one (1) vote for each Parcel it owns.

b.. **Class "B".** The Class "B" Members shall be the Declarant and any successor of the Declarant who takes title to and to whom Declarant assigns in writing one or more of the Class "B" votes. Upon the execution of this Declaration, the Class "B" Members shall be entitled to four (4) votes for each parcel it owns. The Class "B" membership shall terminate and become converted to Class "A" membership upon the happening of the earlier of the following:

- (1) When the total outstanding Class "A" votes in the association equal or exceed the total outstanding Class "B" votes; or
- (2) Eight (8) years from the date of recording of the Declaration; or
- (3) When, in its discretion, the Declarant so determines; or
- (4) When Declarant no longer owns any portion of the Property.

From and after the happening of any one of these events, the Declarant shall call a meeting as provided in the By-Laws for special meetings to advise the Association membership of the termination of the Class "B" status.

The Class "B" Member shall cast on all issues their votes as they among themselves determine. It shall be permitted for the Declarant to retain and cast all Class "B" votes.

5.2 **Multiple Owners.** Each vote in the Association must be cast by a single vote, and fractional votes shall not be allowed unless in a Class "B" vote. In the event that joint or multiple votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner or Owners cast a vote on behalf of a particular Parcel, it shall thereafter be conclusively presented by the Association for all purposes that he/she was, or they were, acting with the authority and consent of all the Owners thereof.

**ARTICLE VI
ASSESSMENTS**

The Association shall have the authority to set and collect assessments in accordance with the Declaration.

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**ARTICLE VII
SUBSCRIBER**

The name and street address of the Subscriber to these Articles of Incorporation is:

**Randy J. Bedsaul
4830 N.W. 43rd St. G-109
Gainesville, FL 32606**

**ARTICLE VIII
BYLAWS AND AMENDMENT OF ARTICLES**

The bylaws will be adopted and may be amended by the Directors or members, consistent with these Articles and the Declaration, by a two-thirds () majority vote of the Directors or members of the Association.

**ARTICLE IX
REGISTERED AGENT AND OFFICE**

The street address of the initial **Registered Office of the Association** is **4830 N.W. 43rd St. G-109, Gainesville, FL 32606** and the name of its initial Registered Agent at that address is **Randy J. Bedsaul**.

**ARTICLE X
INDEMNIFICATION OF OFFICERS AND DIRECTORS**

Each person who has served as an officer or director of this corporation shall be indemnified by the corporation against liability and against expenses (including attorney's fees) reasonably incurred by him in connection with any action, suit or proceedings by reason of his being or having been an officer or director of the corporation, except in relation to matters as to which he shall be finally adjudged in such action, suit or proceeding not to have acted in good faith in the reasonable belief of his action or failure to act was in the best interests of the corporation. This right of indemnity shall also inure to the benefit of the person's legal representative or successor. The directors shall have the power to indemnify other employees of the corporation upon the same terms. Each such person, whether officer, director or employee, shall be entitled to the full extent of the indemnification provided pursuant to applicable statutes in the State of Florida for a corporation such as this corporation.

**ARTICLE XI
DIRECTORS**

The maximum number of Directors which this Association is authorize to have is five (5).

The minimum number of Directors which this corporation is authorized to have is three (3). The method of election of the Directors of the corporation set forth in the Bylaws. The Board of Directors will appoint the Architectural Control Committee.

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**ARTICLE XII
CONFLICT**

Should a conflict exist or arise between any of the provisions of the Articles of Incorporation and the provisions of the Bylaws, the provisions of the Articles of Incorporation shall control.

IN WITNESS WHEREOF, the undersigned has signed those Articles of Incorporation on the 6th day of **December, 2007**.

By: _____

Randy J. Bedsaul

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 6th day of **December, 2007**, by **Randy J. Bedsaul**, who () is personally known to me or who () has produced his Florida Drivers License as identification and who did take an oath.



Philip A. DeLaney
Commission # DD507269
Expires April 18, 2010
Banded Troy Fain Insurance Inc. 800-385-7019

NOTARY PUBLIC STATE OF FLORIDA

ACCEPTANCE OF REGISTERED AGENT

The undersigned hereby accepts appointment as Registered Agent of KINGSLAND-ALACHUA HOMEOWNERS ASSOCIATION, INC. which is contained in the foregoing Articles of Incorporation.

Dated this 6th day of December, 2007.

Randy J. Bedsaul

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THE STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED AND NAMES AND ADDRESSES OF THE OFFICERS AND DIRECTORS.

The following is submitted in compliance with Chapter 617.023, F.S.:

KINGSLAND-ALACHUA HOMEOWNERS ASSOCIATION, INC., a Corporation Not for Profit, organized under the laws of the State of Florida with its principal office at: 4830 N.W. 43rd St. G-109, Gainesville, FL 32606, has named Randy J. Bedsaul, located at 4830 N.W. 43rd St. G-109, Gainesville, FL 32606 as its agent to accept service of process within the State.

NEWLY ELECTED OFFICERS:

NAME AND TITLE

Randy J. Bedsaul, President

ADDRESS

4830 N.W. 43rd St. G-109
Gainesville, FL 32606

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Dorothy Belle Wessendorf, Secretary

4830 N.W. 43rd St. G-109
Gainesville, FL 32606

Phillip A. Delaney, Vice President

4041 N.W. 37th Place, Suite B
Gainesville, FL 32606

NEWLY APPOINTED DIRECTORS:

NAME

ADDRESS

Randy J. Bedsaul

4830 N.W. 43rd St. G-109
Gainesville, FL 32606

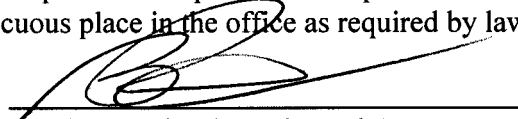
Dorothy Belle Wessendorf

4830 N.W. 43rd St. G-109
Gainesville, FL 32606

Phillip A. Delaney

4041 N.W. 37th Place, Suite B
Gainesville, FL 32606

I agree as Registered Agent to accept service of process to keep the office open during prescribed hours; to post my name in some conspicuous place in the office as required by law.



Randy J. Bedsaul, Registered Agent

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**EXHIBIT "B"
BYLAWS OF
KINGSLAND-ALACHUA HOMEOWNERS ASSOCIATION, INC.
A Corporation not for Profit
Under the Laws of the State of Florida**

**ARTICLE I
DEFINITIONS**

Section 1. "Association" shall mean and refer to KINGSLAND-ALACHUA HOMEOWNERS ASSOCIATION, INC., nonprofit corporation organized and existing under the laws of the State of Florida.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any parcel in KINGSLAND-ALACHUA, as shown on the Plat prepared by CHARLES D. SAPP, CONSULTING ENGINEER LAND SURVEYOR..

Section 3. "Member" shall mean and refer to all those Owners who are Members of the Association as provided in Article IV of the Articles of Incorporation of the Association.

Section 4. All other definitions from the Declarations of Covenants, Conditions and Restrictions (the "Declarations") described in the Articles of Incorporation of the Association are incorporated herein by this reference.

**ARTICLE II
LOCATION**

Section 1. Until changed, the principal office of the Association shall be located 4830 N.W. 43rd St. G-109, Gainesville, FL 32606.

**ARTICLE III
MEMBERSHIP**

Section 1. Membership of the Association is as set forth in Article IV of the Articles of Incorporation of the Association.

Section 2. The rights of membership are subject to the payments of annual and special assessments levied by the Association, the obligation for which is imposed against each Owner Association, the obligation for which is imposed against each Owner of, and becomes a lien upon, each parcel in the Subdivision against which such assessments are made as provided by Articles V and IV of the Declaration.

**ARTICLE IV
BOARD OF DIRECTORS**

Section 1. The Directors of the Association shall be elected at the annual meeting of the Members. The election shall be decided by majority vote of all Members present in person or by proxy and voting at the annual meeting.

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Section 2. Any director may be removed from office at the any time, with or without cause, by the affirmative majority vote of the Association membership.

Section 3. The first meeting of the duly elected Board of Directors, for the purpose of organization, shall be held immediately after the annual meeting of Members, provided the majority of the members of the Board elected be present. Any action taken at such meeting shall be by a majority of the whole Board. If the majority of the members of the Board elected shall not be present at that time, or if the directors shall fail to not be present at that time, or if the directors shall fail to elect officers, the meeting of the Board to elect officers shall then be held within thirty (30) days after the annual meeting of the Members upon three (30) days' notice in writing to each member of the Board elected, state the time, place and object of such meeting.

Section 4. Regular meetings of the Board of Directors may be held at any place or places Alachua County, Florida on such days and at such hours as the Board of Directors may, by resolution, designate.

Section 5. No notice shall be required to be given of any regularly scheduled meeting of the Board of Directors, unless required by law.

Section 6. Special meetings of the Board of Directors may be called at any time by the president or by any two (2) members of the Board and may be held any place or places within Alachua County, Florida, and at any time.

Section 7. Notice of each special meeting of the Board of Directors, stating the time, place and purpose or purposes thereof, shall be given by or on behalf of any two (2) members of the Board to each member of the Board not less than three (3) days by mail, or one (1) day by telephone or telegraph, prior to the meeting. Special meetings of the Board may also be held at any place and time without notice by unanimous waiver of notice by all the Directors.

Section 8. Directors shall have the absolute right to resign at any time and the remaining Directors in office shall then fill the vacancies, provided that if all Directors resign, a special meeting of members shall be called as soon as possible for the purpose of electing new Directors and the resignations of such Directors shall not be effective until such election is held and new Directors are elected, except that if no meeting is held or no Directors are elected after two (2) attempts to call and hold such meeting, the resignations shall become effective simultaneously with the date and time of the scheduled second meeting, whether held or not or whether new Directors are elected or not.

Section 9. At any meeting, whether annual or special called meeting, of the Members or Directors, at which a Motion is made concerning the Surface Water or Storm Water Management System(s) a Motion may only be voted upon at a meeting at which the Suwannee River Water Management District has been given at least ten (10) days written notice and to which the Suwannee River Water Management District is invited to attend by its representatives.

**ARTICLE V
OFFICERS**

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Section 1. Any officer may be removed at any time by the affirmative vote of a majority of the

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Board of Directors at any duly called regular or special meeting of the Board.

Section 2. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Members of the Association and of the Board of Directors. He shall have the general powers and duties of supervision and management of the Association which usually pertain to his office, and shall perform all such duties as are properly required of him by the Board of Directors. The Board of Directors shall elect at least one (1) Vice President, who shall have such powers and perform such duties as usually pertain to such office or as are properly required of him by the Board of Directors. In the absence or disability of the President, the Vice President shall perform the duties and exercise the powers of the President. The Secretary shall issue notices of all meetings of the membership of the Association and the directors where notice of such meetings are required by law or in these Bylaws. He shall keep the minutes of the meetings of the membership and of the Board of Directors. The Treasurer shall have the care and custody of all the monies and securities of the Association. He shall enter on the books of the Association, to be kept by him for the purpose, full and accurate accounts of all monies received by him and paid by him on account of the Association. He shall sign such instruments as require his signature and shall perform all such duties as usually pertain to his office or as are properly required of him by the Board of Directors.

Section 3. Vacancies in any office arising from any cause may be filled by the Board of Directors at any regular or special meeting.

**ARTICLE VI
MEETINGS OF MEMBERS**

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Section 1. The regular annual meeting of the Members shall be held in the month of January in each year commencing in 2009 at such time and place as shall be determined by the Board of Directors.

Section 2. Special meetings of the Members for any purpose may be called at any time by the President, the Vice President, the Secretary or Treasurer, or by any two (2) or more members of the Board of Directors, or upon written request of the Members who have a right to vote one-third () of all the votes of the entire membership.

Section 3. Notice may be given to the Member either personally, or by sending a copy of the notice through the mail, postage thereon fully paid, to his address appearing on the records of the corporation. Each Member shall register his address with the Secretary, and notices of meetings shall be mailed to him at such address. Notice of any meeting, regular or special shall be mailed or personally delivered at least six (6) days in advance of the meeting and shall set forth the general nature of the business to be transacted, provided, however, that if any business of any meeting shall involve any action governed by the Articles of Incorporation, additional notice of such meeting shall be given or sent as therein provided.

Section 4. The presence in person or by proxy at the meeting of Members entitled to cast $33 \frac{1}{3}\%$ of the votes of the membership shall constitute a quorum for any action governed by these Bylaws.

Section 5. Proxies must be in writing and signed by all record Owners of a Parcel or the person designated in a voting certificate signed by all such Owners as the person authorized to cast the vote attributable to such Parcel.

Section 6. Meetings shall be governed by Robert's Rules of Order (latest edition) to the extent

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not inconsistent with these Bylaws, the Articles and the Declarations.

Section 7. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member or any representative of Suwannee River Water Management District.

**ARTICLE VII
BOOKS, RECORDS, PAPERS AND FINANCIAL REPORTS**

Section 1. The Books, records and papers of the Association shall be subject to the inspection of any Member of the Association, in accordance with Florida Statutes.

Section 2. Within sixty (60) days following the end of the fiscal or calendar year, the Board of Directors of the corporation shall mail or furnish by personal delivery to each member a complete financial report of actual receipts and expenditures for the previous 12 months. The report shall show the amounts of receipts by accounts and receipt classifications and shall show the amounts of expenses by accounts and expense classifications.

**ARTICLE VIII
AMENDMENTS**

Section 1. These Bylaws may be amended, at a regular or special meeting of the Members, by a vote of 66 2/3% of the votes of Members present and voting in person or by proxy, provided that the notice to the members of the meeting discloses the information that the amendment of the Bylaws is to be considered; provided, however, the provisions which are governed by the Articles of Incorporation of this Association may not be amended except as provided in the Articles of Incorporation or applicable law; and provided further that any matters stated herein to be or which are in fact governed by the Declarations referred to herein may not be amended except as provided in such Declarations. Anything to the contrary herein notwithstanding, the Declarant shall have the absolute right to amend these Bylaws and the Articles of Incorporation until such time as the Declarant turns over control of the association to the members.

Amendments to the Bylaws which directly or indirectly impact operation and maintenance of the Surface Water Management System, including, but without limitation, all lakes, ditches, canals, retention or detention areas, drainage, other Surface Water Management works, and preservation or conservation areas, wetlands and wetland mitigation areas which are owned by the Association or the owners in common, may be made only after approval by the Suwannee River Water Management District. Such approval shall be in the form of a modification to any and all permits issued by the Suwannee River Water Management District under the lawfully-adopted rules of the Suwannee River Water Management District in effect at the time of application for such modification. Amendments to the Bylaws which do not impact operation or maintenance of the system may be made without authorization of the Suwannee River Water Management District; however, copies of any and all such amendments shall be forwarded to the District within thirty (30) days of approval.

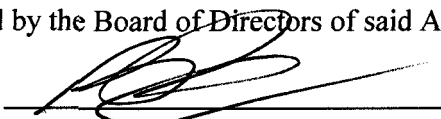
Section 2. In case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in case of any conflict between the Declarations and these Bylaws, the said Declarations shall control.

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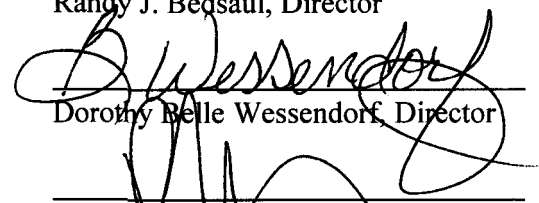
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FOR KINGSLAND-ALACHUA**

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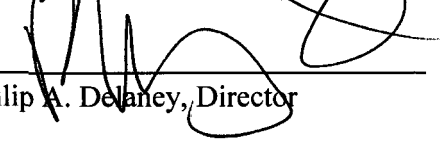
WE HEREBY CERTIFY, that the foregoing Bylaws of the above named corporation were duly adopted by the Board of Directors of said Association on the 6th day of December, 2007.



Randy J. Bedsaul, Director



Dorothy Belle Wessendorf, Director



Phillip A. Delaney, Director

INSTRUMENT # 2391713
27 PGS

**DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS
FOR KINGSLAND-ALACHUA**

Page 27

Consent and Joinder of Mortgagee

Whereas Capital City Bank, (" Lender) is the owner and holder of a mortgage on a portion of the subject property which mortgage has been recorded in the Public Records of Alachua County, Florida at Official Records Book 3367 and 105, pages 3368, pages 674. Lender consents to the Declaration Of Covenants, Conditions and Restrictions herein.

CONSENT & JOINDER BY MORTGAGEE:

Capital City Bank

Witness

Printed Name

Witness

Printed Name

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing Instrument was sworn to, subscribed and acknowledged before me this 6th day of **December, 2007**, by John H. Rafferty the SR. V. Pres, of CAPITAL CITY BANK, on behalf of the corporation, who ☒ is personally known to me or who has () provided his/her Florida Drivers License as identification and who did take an oath.

Notary Public State of Florida

(NOTARY SEAL)



Philip A. DeLaney
Commission # DD507269
Expires April 18, 2010
Bonded Troy Fair Insurance Inc 800-385-7019

INSTRUMENT # 2391713
27 PGS

Return To:
Marian B. Rush, Esquire
P.O. Box 9
Alachua, Florida 32616

Parcel ID No.: a portion of 03218-020-000

Quitclaim Deed

This Quitclaim Deed, Made this _____ day of _____, 2024 between
CITY OF ALACHUA, A MUNICIPALITY WITHIN ALACHUA COUNTY, FLORIDA, whose
post office address is: Post Office Box 9, Alachua, Florida 32616
of the County of Alachua, State of Florida, Grantor, and

KINGSLAND-ALACHUA HOMEOWNER'S ASSOCIATION, INC., a Florida Not For Profit
Corporation, whose post office address is: Post Office Box 676, Alachua, Florida 32616
of the County of Alachua, State of Florida, Grantee.

WITNESSETH, that the GRANTORS, for and in consideration of the sum of \$10.00 and
other good and valuable consideration to GRANTORS in hand paid by GRANTEES, the receipt
whereof is hereby acknowledged, have granted, bargained, and quitclaimed to the said
GRANTEES and GRANTEES' heirs, successors and assigns all of its right, title and interest, if
any, forever to the following described land, situate, lying and being in the County of Alachua,
State of Florida, to wit:

THE PARK AS SHOWN ON THE PLAT OF KINGSLAND - ALACHUA, A PLANNED UNIT
DEVELOPMENT, RECORDED IN PLAT BOOK 27 AT PAGE 27 OF THE PUBLIC
RECORDS OF ALACHUA COUNTY, FLORIDA.

Subject to the following:

- A. Zoning restrictions, prohibitions and other requirements imposed by governmental authority;
- B. Restrictions and matters appearing on the plat and/or in the public records of Alachua County,
Florida; provided, however, the reference herein shall not be deemed to reimpose same;
- C. Taxes for the year 2024 and subsequent years.

There is no consideration from Grantee to Grantor and there is no existing mortgage therefore
minimum documentary stamps are being paid in this transaction.

Pursuant to Ordinance No. 24 -11 the City of Alachua surrenders and terminates all right, title,
claim and interest, if any, for itself and by and for the public in or related to the Park dedicated to
the City on the Kingsland Plat, except those rights of the owners of the fee simple title of record
of property in the Kingsland Plat.

Title to the lands described herein has not been examined by Marian B. Rush, Esq. and no warranty or other representation is made and no opinion (either express or implied) is given as to the marketability or condition of the title to the subject property, the quality of lands included therein, the location of boundaries thereof, or the existence of liens, unpaid taxes, or encumbrances. (This instrument was prepared based solely upon information provided by Grantor.)

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of grantors, either in law or equity, for the use, benefit and profit of the said grantees forever.

IN WITNESS WHEREOF, the grantors have hereunto set his hands and seals the day and year first above written.

Signed, Sealed and Delivered
In the Presence of:

“GRANTOR”
City of Alachua, A Municipality Within Alachua
County, Florida

Printed Name: _____
Address: _____

By: _____
Gib Coerper, Mayor of the City of Alachua

Printed Name: _____
Address: _____

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2024, by **Gib Coerper, Mayor of the City of Alachua**, on behalf of the City of Alachua. He is personally known to me or has produced his Florida drivers license as identification.

Notary Public
Printed Name: _____
My Commission Expires: _____



City of ALACHUA

PUBLIC NOTICE NOTICE OF ENACTMENT OF AN ORDINANCE OF THE CITY OF ALACHUA, FLORIDA

The City of Alachua City Commission will hold a public hearing on a proposed ordinance on August 26, 2024 at 6:00 p.m. The hearing will be held in the James A. Lewis Commission Chambers of City Hall, at 15100 NW 142nd Terrace, Alachua, Florida.

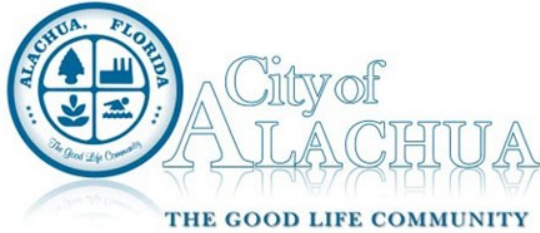
The ordinance title is as follows:

ORDINANCE 24-11

AN ORDINANCE OF THE CITY OF ALACHUA, FLORIDA, ABANDONING AND VACATING THE PARK ON THE PLAT OF KINGSLAND - ALACHUA, A PLANNED UNIT DEVELOPMENT, RECORDED IN OFFICIAL RECORDS OF ALACHUA COUNTY, FLORIDA, IN PLAT BOOK 27, PAGE 27, PROVIDING FOR SEVERABILITY; REPEALING OF ALL ORDINANCES AND APPENDICES IN CONFLICT; PROVIDING FOR CORRECTION OF SCRIVENER ERRORS; AND PROVIDING AN EFFECTIVE DATE.

At the public hearing, all interested parties may appear and be heard with respect to the proposed ordinance. Copies of the proposed ordinance, the Staff Report, and related materials are available for public inspection at the Office of the City Clerk, 15100 NW 142nd Terrace, Monday-Thursday between the hours of 7:30 a.m. to 6:00 p.m. the Thursday prior to the City Commission meeting. **Written comments on the proposed ordinance may be sent to the following address: City of Alachua, Compliance & Risk Management Department, P. O. Box 9, Alachua, FL 32616.** Notice is given pursuant to Section 286.0105, Florida Statutes, that in order to appeal any decision made at these public hearings, you will need to ensure that a verbatim record is made. In accordance with the Americans with Disabilities Act, any persons with a disability requiring reasonable accommodation in order to participate in this meeting should call the City Clerk at (386) 418-6100 x 1501 at least 48 hours prior to the public hearing.

(Published: Alachua County Today - August 15, 2024)



Commission Agenda Item

MEETING DATE: August 26, 2024

SUBJECT: Ordinance 24-10, Second Reading; Amending Code Section 38 - Utility Rates

PREPARED BY: Michael Carrillo

RECOMMENDED ACTION:

Approve Ordinance 24-10 on Second Reading, to become effective October 1, 2024.

Summary

The City of Alachua establishes water, wastewater, and reclaimed water rates to generate revenue sufficient to meet its operating expenses. The City of Alachua's water, wastewater, and reclaimed water rates were last modified in 2023 for the Fiscal Year 2024 budget process. The Administration evaluates utility rates annually during the budget process and, if warranted, recommends rates be adjusted.

Staff utilizes models for developing water, wastewater, and reclaimed water rates. The forecasts determine whether or not rates will produce revenues that are sufficient to meet the expenses associated with providing utility service to our residents. Staff proposes increases in its water, wastewater, and reclaimed water rates and an increase in the water meter installation charge, water capital facility charges, and wastewater capital facility charges to ensure the funds operate in a self-sustaining manner.

The Florida Public Service Commission (FPSC) annually publishes a Water and Wastewater Price Index. The prices establish a price increase or decrease for major categories of water and wastewater operating expenses. The intent of the price index is to identify the necessary adjustments that utility service providers should make to their rates to stay abreast of inflationary or deflationary pressures. The latest FPSC approved a water and wastewater price index of 3.24%.

As identified in Ordinance 24-10, the proposed rate increases are:

- 7%, to amend the water rates, and
- 5%, to amend the wastewater and reclaimed water rates.

The proposed rates provide for changes to the customer charge, availability charge, and consumption charge. The proposed rate includes 7% increase to amend the water meter installation charge and the associated capital facility charges for water. The proposed rate includes 5% increase to amend the associated capital facility charges for wastewater.

The City Commission held a workshop to review utility rates on July 22, 2024. Notices were

issued through the City's utility billing system in accordance with Florida Statute 180.136.

FINANCIAL IMPACT

ADDITIONAL FINANCIAL INFORMATION

COMMISSION GOALS

Economic Development
Quality of Life
Community Enhancement
Funding Source - Water Fund
Funding Source - Waste Water Fund
Funding Source - Other

ATTACHMENTS

1. SECOND READING Ordinance 24-10 Water, Wastewater, Reclaim Rates
2. Ordinance 24-10 Ad (2nd Reading) publication 08152024

ORDINANCE 24-10

AN ORDINANCE OF THE CITY OF ALACHUA, FLORIDA; AMENDING THE FOLLOWING SECTIONS OF CHAPTER 38 OF THE CITY OF ALACHUA CODE OF ORDINANCES: SECTION 38-99(A) INCREASING THE WATER METER INSTALLATION CHARGE; 38-101(A) INCREASING THE WATER CAPITAL FACILITIES CHARGE; 38-102(A)(1) INCREASING THE WATER MONTHLY CUSTOMER CHARGE FOR EACH METERED POINT OF CONNECTION TO THE CITY WATER SYSTEM; SECTION 38-102(A)(2) INCREASING THE MONTHLY WATER AVAILABILITY CHARGE FOR EACH METERED POINT OF CONNECTION TO THE CITY'S WATER SYSTEM; SECTION 38-102(A)(3) INCREASING THE WATER CONSUMPTION CHARGES FOR RESIDENTIAL SERVICE, NONRESIDENTIAL SERVICE, AND IRRIGATION SERVICE; SECTION 38-139(A) INCREASING THE WASTEWATER CAPITAL FACILITIES CHARGE; SECTION 38-140(A)(1) INCREASING THE WASTEWATER MONTHLY CUSTOMER CHARGE FOR EACH METERED POINT OF CONNECTION TO THE CITY WATER SYSTEM; SECTION 38-140(A)(2) INCREASING THE WASTEWATER USAGE CHARGES FOR RESIDENTIAL SERVICE AND NONRESIDENTIAL SERVICE; SECTION 38-141(A)(1) INCREASING THE RECLAIMED WATER MONTHLY CUSTOMER CHARGE FOR EACH METERED POINT OF CONNECTION TO THE CITY RECLAIMED WATER SYSTEM; SECTION 38-141(A)(2) INCREASING THE RECLAIMED WATER USAGE CHARGE; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR INCLUSION IN THE CITY CODE; AND, PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Alachua provides water, wastewater and reclaimed water services to residential and non-residential customers located within its water and wastewater service territories; and,

WHEREAS, the current residential customer and non-residential charges for water, wastewater, and reclaimed water services are not adequate to cover the cost of providing such services, and,

WHEREAS, the City Commission, being fully advised of the facts and circumstances, hereby finds it necessary and in the interest of prudent management of public assets and business affairs to increase the current residential and non-residential charges for water, wastewater, and reclaimed water services in order to equitably and adequately fund the cost of such essential services, and

WHEREAS, the City of Alachua Commission hereby amends Section 38-99(a), Section 38-101(a), Section 38-102(a)(1), Section 38-102(a)(2) Section 38-102(a)(3), Section 38-139(a), Section 38-140(a)(1), Section 38-140(a)(2), Section 38-141(a)(1), and Section 38-141(a)(2) of the City of Alachua Code of Ordinances.

NOW THEREFORE BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF ALACHUA, FLORIDA.

Section 1. Amendment of Code of Ordinances

The following sections of Chapter 38 of the City of Alachua Code of Ordinances are hereby amended to read as follows:

Section 38-99. Water meter installation charge.

City of Alachua

- (a) Upon written application and payment to the City of the charges required herein, the City shall furnish all labor, material and equipment necessary, in accordance with the standard construction specifications of the City, to provide water service to the consumer's property line. Each applicant shall pay to the City, prior to the issuance of a building permit, a water meter installation charge based on the schedule in this subsection. The following schedule of rates will apply to all property within the corporate City limits:

Water Meter Installation Charges
(Domestic and Irrigation)

Meter Size (inches)	Water Meter Installation Charge
5/8 x 3/4	\$572
3/4	\$624
1	\$641
1 - 1 ½	\$738
2	Actual Cost
3	Actual Cost
(with backflow)	Actual Cost
4	Actual Cost
(with backflow)	Actual Cost

Section 38-101. Water capital facilities charge.

(Domestic and Irrigation)

- (a) Each applicant for water service shall pay to the City a water capital facilities charge, where no water capital facilities charge has been previously paid, prior to conducting the final inspection. This charge is prescribed for various categories of consumers as follows: For residential and commercial consumers, the water capital facilities charge shall be based on the sizes and type of the water meters installed according to the schedule in this subsection. The following schedule of charges shall apply to all property within the corporate limits:

Water Meter Size (inches)	Water Capital Facilities Charge		
	Treatment Facilities	Distribution Facilities	Total
5/8 x ¾	\$1,975	\$595	\$2,570
1	\$4,940	\$1,483	\$6,423
1 ½	\$9,875	\$2,965	\$12,840
2	\$15,800	\$4,740	\$20,540
3 <i>Compound</i>	\$31,599	\$9,480	\$41,079
3 <i>Turbine</i>	\$69,123	\$20,740	\$89,863
4 <i>Compound</i>	\$49,374	\$14,815	\$64,189
4 <i>Turbine</i>	\$197,495	\$59,249	\$256,744
6 <i>Compound</i>	\$98,748	\$29,624	\$128,372
6 <i>Turbine</i>	\$394,991	\$118,497	\$513,488

Section 38-102. Rates for Consumption of Water are hereby amended as set forth below.

(a) *Rates.* The rates to be assessed and collected from customers of water furnished as set forth below.

Water System Consumption Charges.

- (1) *Customer charge.* Each customer must pay a customer charge for each metered point of connection to the City's water system.

CUSTOMER CHARGE \$10.77 per month

- (2) *Water availability charge.* Each customer must pay a water availability charge for each metered point of connection to the City's water system based upon water meter size associated with each connection point.

5/8" x 3/4"	\$1.41 per month
1"	\$3.61 per month
1 1/2"	\$8.13 per month
2"	\$14.41 per month
3"	\$31.22 per month
4"	\$57.61 per month
6"	\$129.69 per month
8"	\$230.57 per month

- (3) *Water consumption charge(s).* Each customer must pay for water consumed through each connection point based upon water service type.

RESIDENTIAL SERVICE

Tier 1 (0 – 4,000 gallons)	\$2.57 per 1,000 gallons
Tier 2 (4,001 – 8,000 gallons)	\$3.34 per 1,000 gallons
Tier 3 (8,001 gallons and above)	\$5.00 per 1,000 gallons

NON-RESIDENTIAL (Commercial, Industrial and Fire Line Service)

Tier 1 (All consumption)	\$3.34 per 1,000 gallons
--------------------------	--------------------------

IRRIGATION (Residential and Non-Residential Service)

Tier 1 (All Consumption)	\$5.00 per 1,000 gallons
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Section 38-139. Wastewater capital facilities charge.

- (a) Each applicant for wastewater service shall pay to the City a wastewater capital facilities charge, where no wastewater capital facilities charge has been previously paid, prior to conducting the final inspection. This charge is prescribed for various categories of consumers as follows: For residential and commercial consumers, the wastewater capital facilities charge shall be based on the sizes and type of the water meters installed according to the schedule in this subsection. The following schedule of charges shall apply to all property within the corporate limits:

Water Meter Size (inches)	Wastewater Capital Facilities Charge Treatment Facilities	Collection Facilities	Total
5/8 x 3/4	\$3,719	\$904	\$4,623
1	\$9,303	\$2,264	\$11,567
1 1/2	\$18,605	\$4,522	\$23,127
2	\$29,773	\$7,236	\$37,008
3 <i>Compound</i>	\$59,534	\$14,471	\$74,005
3 <i>Turbine</i>	\$130,236	\$31,654	\$161,890
4 <i>Compound</i>	\$93,026	\$22,611	\$115,637
4 <i>Turbine</i>	\$372,103	\$90,442	\$462,545
6 <i>Compound</i>	\$186,052	\$45,221	\$231,273
6 <i>Turbine</i>	\$744,206	\$180,884	\$925,090

Section 38-140. Wastewater rates and charges are hereby amended as set forth below:

- (a) *Rates.* There is hereby established a schedule of monthly rates and charges for the use of or availability for the use of wastewater collection, treatment and disposal service which in part is based on the amount of water used from the City water system as measured by the customer water meter. Wastewater service charges shall be billed to and be the responsibility of the customer responsible for paying the water bill at any specific location. These rates will apply to all locations within the corporate city limits.

Wastewater System Usage Charges.

- (1) *Wastewater Customer charge.* Each customer must pay a wastewater customer charge for each metered (water meter) point of connection to the City's water system.

CUSTOMER CHARGE \$13.09 per month

- (2) *Wastewater Usage Charge(s).* Each customer must pay for wastewater discharged into the City's wastewater collection system based upon customer class:

RESIDENTIAL CUSTOMERS \$6.88 per 1,000 gallons

NON-RESIDENTIAL (Commercial & Industrial) \$9.57 per 1,000 gallons

Section 38-141. Reclaimed water rates and charges are hereby amended as set forth below:

- (a) *Rates.* There is hereby established a schedule of monthly rates and charges for the use of or availability for the use of reclaimed water. These rates will apply to all locations within the corporate city limits.

Reclaimed Water System Usage Charges.

- (1) *Reclaimed water customer charge.* Each customer must pay a reclaimed water customer charge for each metered point of connection to the City's reclaimed water system.

CUSTOMER CHARGE \$9.84 per month

- (2) *Reclaimed water usage charge(s).* Each customer must pay for reclaimed water withdrawn from the City reclaimed water system.

CONSUMPTION CHARGE

\$0.89 per 1,000 gallons

Section 2. Inclusion of the Code

It is the intention of the City Commission of the City of Alachua, Florida, and it is hereby provided that the provisions of this ordinance shall become and be made a part of the Code of Ordinances of the City of Alachua, Florida; that the sections of this ordinance may be renumbered or re-lettered and that the word “ordinance” may be changed to “section”, “article” or other appropriate designation to accomplish such intention

Section 3. Repealing Clause

All ordinances or parts of ordinances in conflict with this ordinance are, to the extent they conflict with this ordinance, repealed.

Section 4. Providing for Severability

It is the declared intent of the Alachua City Commission that, if any section, sentence, clause, phrase, or provision of this ordinance is for any reason held or declared to be unconstitutional, void, or inoperative by a court or agency of competent jurisdiction, such holding of invalidity or unconstitutionality shall not affect the remaining provisions of this ordinance and the remainder of this ordinance, after the exclusion of such part or parts, shall be deemed to be valid.

Section 5. Effective Date

This Ordinance shall be effective upon its passage and adoption on the second and final reading.

PASSED on first reading on the 12th day of August, 2024.

PASSED and **DULY ADOPTED**, in regular session, with a quorum present and voting, by the City Commission, upon second and final reading on the 26th day of August, 2024.

CITY COMMISSION OF THE
CITY OF ALACHUA, FLORIDA

Gib Coerper, Mayor
SEAL

ATTEST:

APPROVED AS TO FORM

Mike DaRoza, City Manager/Clerk

Marian B. Rush, City Attorney



City of ALACHUA

PUBLIC NOTICE

NOTICE OF ENACTMENT OF AN ORDINANCE OF THE CITY OF ALACHUA, FLORIDA

The City of Alachua City Commission will hold a public hearing on a proposed ordinance on August 26, 2024 at 6:00 p.m. The hearing will be held in the James A. Lewis Commission Chambers of City Hall, at 15100 NW 142nd Terrace, Alachua, Florida.

The ordinance title is as follows:

ORDINANCE 24-10

AN ORDINANCE OF THE CITY OF ALACHUA, FLORIDA, AMENDING THE FOLLOWING SECTIONS OF CHAPTER 38 OF THE CITY OF ALACHUA CODE OF ORDINANCES: SECTION 38-99(A) INCREASING THE WATER METER INSTALLATION CHARGE; 38-101(A) INCREASING THE WATER CAPITAL FACILITIES CHARGE; 38-102(A)(1) INCREASING THE WATER MONTHLY CUSTOMER CHARGE FOR EACH METERED POINT OF CONNECTION TO THE CITY WATER SYSTEM; SECTION 38-102(A)(2) INCREASING THE MONTHLY WATER AVAILABILITY CHARGE FOR EACH METERED POINT OF CONNECTION TO THE CITY'S WATER SYSTEM; SECTION 38-102(A)(3) INCREASING THE WATER CONSUMPTION CHARGES FOR RESIDENTIAL SERVICE, NONRESIDENTIAL SERVICE, AND IRRIGATION SERVICE; SECTION 38-139(A) INCREASING THE WASTEWATER CAPITAL FACILITIES CHARGE; SECTION 38-140(A)(1) INCREASING THE WASTEWATER MONTHLY CUSTOMER CHARGE FOR EACH METERED POINT OF CONNECTION TO THE CITY WATER SYSTEM; SECTION 38-140(A)(2) INCREASING THE WASTEWATER USAGE CHARGES FOR RESIDENTIAL SERVICE AND NONRESIDENTIAL SERVICE; SECTION 38-141(A)(1) INCREASING THE RECLAIMED WATER MONTHLY CUSTOMER CHARGE FOR EACH METERED POINT OF CONNECTION TO THE CITY RECLAIMED WATER SYSTEM; SECTION 38-141(A)(2) INCREASING THE RECLAIMED WATER USAGE CHARGE; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR INCLUSION IN THE CITY CODE; AND, PROVIDING AN EFFECTIVE DATE.

At the public hearing, all interested parties may appear and be heard with respect to the proposed ordinance. Copies of the proposed ordinance and related materials are available for public inspection at the Office of the City Clerk, 15100 NW 142nd Terrace, Monday-Thursday between the hours of 7:30 a.m. to 6:00 p.m. the Thursday prior to the City Commission meeting. Written comments on the proposed ordinance may be sent to the following address: City of Alachua, Attn: Public Services Department, P.O. Box 9, Alachua, FL 32616. Notice is given pursuant to Section 286.0105, Florida Statutes, that in order to appeal any decision made at these public hearings, you will need to ensure that a verbatim record is made. In accordance with the Americans with Disabilities Act, any persons with a disability requiring reasonable accommodation in order to participate in this meeting should call the City Clerk at (386) 418-6100 x 1501 at least 48 hours prior to the public hearing.

(Published: Alachua County Today - August 15, 2024)



Commission Agenda Item

MEETING DATE: August 26, 2024

SUBJECT: Red Speed School Zone Enforcement Contract

PREPARED BY: Jesse Sandusky

RECOMMENDED ACTION:

Approve the Red Speed School Zone Enforcement Contract and authorize the City Manager to enter into an agreement with Red Speed to provide speed enforcement services in our 5 designated school zones within the City of Alachua.

Summary

In June, 2023, Governor Ron DeSantis signed a bill authorizing enforcement of speeding violations in designated school zones utilizing cameras. Since then, several municipalities and counties throughout the State of Florida have partnered with companies that offer this service. The Alachua Police Department has partnered with Red Speed in order to provide this service within our 5 designated school zones. If approved, Red Speed will install 10 camera systems that will monitor speeds in each direction within the school zones. If a motorist travels through the school zone at a rate of speed over the posted speed limit, the system will assign a violation to that vehicle. Each violation is vetted by a sworn police officer prior to the notice of violation being sent to the registered owner of the vehicle. The violation is administrative in nature and will carry a \$100.00 fine. The fines collected by Red Speed will be broken down as follows: \$20.00 to the Florida Department of Revenue; \$60.00 to the municipality in which the fine was issued; \$3.00 to the Florida Department of Law Enforcement; \$12.00 to the school district in which the camera is located; \$5.00 to the School Crossing Guard Program at the Alachua Police Department. Of the \$60.00 allotted to the municipality, Red Speed will take a percentage in order to pay for services. There is no cost to the city to implement or maintain this program. There is a small percentage of violations that are contested. Those violations will then be sent to a Special Magistrate for final disposition. Again, these violations are administrative in nature and points are not assessed. If a violation is ignored, it will eventually be converted to a Uniformed Traffic Citation and will then be subject to additional fines assessed through the Clerk of Court.

FINANCIAL IMPACT

ADDITIONAL FINANCIAL INFORMATION

COMMISSION GOALS

Quality of Life
Community Enhancement
Strengthen Community Service

ATTACHMENTS

1. Red Speed Contract

PROFESSIONAL SERVICES AGREEMENT

_____, 2024

This AGREEMENT ("AGREEMENT") made this ___ Day of, 2024, (herein the "Commencement Date"), between REDSPEED Florida, LLC, a Florida Limited Liability Company (herein "REDSPEED"), with its principal place of business at 400 Eisenhower Lane North, Lombard, IL 60148, and City of Alachua, a municipality in Alachua County Florida authorized and created by the State of Florida (herein "CITY"), with principal offices at 15100 NW 142nd Terrace Alachua, FL 32615. Each PARTY may be referred to individually or collectively as the PARTIES.

RECITALS

WHEREAS, REDSPEED has the exclusive knowledge, possession, and ownership of certain equipment, licenses, and processes referred to collectively as the "Speed Detection System" (herein "SDS "); and

WHEREAS, CITY desires to use the SDS System to monitor and enforce school zone speed, and may, in the future, desire to monitor and enforce red light violations or other traffic movements and to issue citations for traffic violations; and

WHEREAS, on or about June 1 2023, the Governor of the State of Florida signed S. 316.1896 FLA. STAT. into law, resulting in Laws of Florida 2023-174; and

WHEREAS, the Laws of Florida 2023-174 expressly authorizes municipalities to use traffic infraction detectors to enforce certain provisions of Chapter 316 of the Florida Statutes; and

WHEREAS, prior to initiating a camera program the CITY Commission is required to adopt an ordinance, to authorize CITY to implement a Traffic Safety Camera Program ("TSCP") and provide for the schedule of implementation and operation of such program.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, REDSPEED and CITY agree as follows:

1. The PARTIES hereby declare, decree and affirm the forgoing introduction and RECITALS are true and correct and incorporated in this AGREEMENT.

2. DEFINITIONS:

As used in this AGREEMENT, the following words and terms shall, unless the context otherwise requires, have the respective meanings provided below:

"IR Panel" means light shined with night vision devices, the light emitted by the panel is invisible to the naked eye. With the automatic switch-on sensor the IR Panel activates when the surrounding area is dark to illuminate objects in camera view.

"Motor Vehicle" means any self-propelled vehicle not operated upon rails or guide-way, but not including any bicycle or electric personal assisted mobility device.

“Notice of Violation” means a citation or equivalent instrument issued by a competent state or municipal law enforcement agent or agency or by a court of competent jurisdiction relating to a violation documented or evidenced by SDS System or REDSPEED as an agent of such law enforcement agent, agency or court.

“Product” means the entire turnkey solution to be delivered by REDSPEED to CITY to and including the entire REDSPEED Scope of Work more fully set forth and described in Exhibit B SECTION 1 and as further set forth and contemplated in this AGREEMENT.

“Motor Vehicle Owner” means the person or entity identified by the Florida Department of Motor Vehicles, or other state vehicle registration office, as the registered owner of a vehicle. Such term shall also mean a lessee of a motor vehicle pursuant to a motor vehicle lease or rental agreement.

“Recorded Images” means photographic, electronic, digital or video images of a Motor Vehicle recorded by a SDS System and establishing a time sequence of the Motor Vehicle entering the intersection or speed zone and its speed.

“RedCheck” means web-based violation processing system used by Traffic Enforcement Officer.

“REDSPEED Normal Working Hours” means M-F 9 AM to 5 PM Eastern.

“School Zone Speed Study” means one day feasibility study conducted by RedSpeed at no obligation or expense to the city. This study shall determine and document the number of vehicles exceeding the school zone speed limit by 10 mph or more during the enforcement hours as stated in state law.

“SiteOps” means and is the REDSPEED real-time and archival video access site.

“Speed Photo Enforcement System” (herein “SDS System”) means an electronic system that captures recorded images of Motor Vehicles speeding in designated school zone and consisting of, at a minimum one radar, IR panel, and up to seven (7) individual video cameras capable of monitoring up to seven (7) lanes of enforcement.

“Traffic Enforcement Officer” means an employee of CITY police department or other CITY employee who meets the qualifications of Chapter 316 of the Florida Statutes for approving and issuing Notices of Violation.

“Traffic Safety Camera Program” (herein “TSCP”) means a turnkey automated school zone safety photo enforcement program operated consistent with S. 316.1896 FLA. STAT.

“Violation” means a violation under Chapter 316, Florida Statutes or a violation of CITY Code of Ordinances, as may either be amended from time to time.

3. REDSPEED AGREES TO PROVIDE:

The School Zone Speed Study as defined in Section 2, within the time frame set forth on the Attached fully here adopted and incorporated Exhibit A, Schedule of Implementation, the scope of work identified in "Exhibit B, Section 1" and together with the complete and functioning Product as set forth in this AGREEMENT.

Should school zone speed study results or other evidence fail to support the installation of an SDS, the CITY may terminate this Agreement, without penalty.

4. CITY AGREES TO PROVIDE:

The scope of work identified in "Exhibit B, Section 2".

5. SERVICE FEES:

The service fee schedule identified in "Exhibit C"

6. TERM AND TERMINATION:

a. TERM

This AGREEMENT shall be effective on the Commencement Date. The term of this AGREEMENT shall be for sixty (60) months beginning on the first day of the month following the first issued Notice of Violation (the "Start Date") of the last camera installed and shall be automatically extended for five (5) additional one (1) year periods. However, CITY may terminate this AGREEMENT at the expiration of any term by providing written notice sixty (60) days prior to the expiration of the current term of its intent not to extend the AGREEMENT.

b. TERMINATION

This AGREEMENT may be terminated:

- 1) By mutual written consent of the PARTIES
- 2) For cause, by either PARTY where the other PARTY fails in any material way to perform its obligations under this AGREEMENT and the defaulting PARTY fails to cure the default within thirty (30) days after receiving written notice. The terminating PARTY must provide written notice to the other PARTY of its intent to terminate and state with reasonable specificity the grounds for termination. Neither PARTY shall pay termination costs to the other.
- 3) By either PARTY in the event that state legislation or a decision by a court of competent jurisdiction prohibits or terminates the deployment of the SDS SDS Systems. Neither PARTY shall pay termination costs to the other.
- 4) For convenience of CITY, CITY must give REDSPEED 60 days written advance notice prior to the effective date of such termination (window period). CITY shall pay to REDSPEED termination costs capped at \$10,000

per system or actual fine revenue per system, whichever is less. For example, if a system generated \$11,000 in fines for the CITY prior to early termination, CITY shall pay REDSPEED \$10,000. If a system generated \$9,000 in fines for the CITY prior to early termination, the CITY shall pay \$9,000 to REDSPEED.

- 5) Should school zone speed study results or other evidence fail to support the installation of an SDS, the CITY may terminate this Agreement, without penalty.
- 6) Upon termination of this AGREEMENT, either for breach or because it has reached the end of its term or as a result of CITY giving an early termination notice, the PARTIES recognize that CITY shall have to process traffic law violations that occur prior to the date of termination of the AGREEMENT and that REDSPEED must assist CITY in this regard. Accordingly, the PARTIES shall take the following actions, and shall have the following obligations, which survive termination during the winddown period: CITY shall cease using the SDS SDSSystem at the date of termination, shall return or allow REDSPEED to recover all provided equipment within a reasonable time not to exceed ninety (90) days of termination, and shall not generate further images to be processed. Unless directed by CITY not to do so, REDSPEED shall continue to process all images taken by CITY before termination and provide all services associated with processing in accordance with this AGREEMENT and shall be entitled to all Fees specified in the AGREEMENT as if the AGREEMENT were still in effect. REDSPEED shall provide CITY with all revenues owed to CITY accruing prior to the date of termination and REDSPEED shall be entitled to its fees pursuant to this AGREEMENT, from said accrued revenues provided to CITY.

7. **ASSIGNMENT:**

Neither PARTY may assign all or any portion of this AGREEMENT without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed. Provided, however, that CITY hereby acknowledges and agrees that delivery and performance of REDSPEED responsibilities pursuant to this AGREEMENT shall require a significant investment by REDSPEED, and that in order to finance such investment, REDSPEED may be required to enter into certain agreements or arrangements including, but not limited to, acknowledgments and/or consents with equipment lessors, banks, financial institutions or other similar persons or entities. CITY hereby agrees that REDSPEED shall have the right to assign, pledge, hypothecate or otherwise transfer its rights to the equipment but not the service provided or revenue generated, under this AGREEMENT, to any of the aforesaid financial institutions without CITY prior written approval. CITY further acknowledges and agrees that in the event that REDSPEED provides any such acknowledgment or consent to CITY, CITY shall execute and return the acknowledgement or or in writing reject such acknowledgement.

8. **FEES AND PAYMENT:**

CITY shall pay for all amounts based on the fee schedule indicated in Exhibit C, Schedule 1 ("Fees").

COMMUNICATION OF INFORMATION:

REDSPEED agrees that all information obtained by REDSPEED through operation of the SDS System shall be made available to the CITY at any time during REDSPEED normal working hours excluding trade secrets as defined by Florida law and other information that is confidential pursuant to Florida law or exempt from disclosure pursuant to Florida law and not reasonably necessary for the prosecution of citations or the fulfillment of CITY obligation under this AGREEMENT. .

9. CONFIDENTIAL INFORMATION AND TRADE SECRETS:

- a. Nothing in this AGREEMENT shall be construed contrary to the terms and provisions of any Florida law governing public records or similar laws, insofar as they may be applicable. REDSPEED shall not use any information acquired by this program with respect to any violations or CITY law enforcement activities for any purpose other than the program encompassed by this AGREEMENT.
- b. CITY hereby acknowledges and agrees that Confidential Information may derive independent economic value (actual or potential) from not being generally known to other persons who can obtain economic value from its disclosure or use and from not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use; is the subject to reasonable efforts by REDSPEED under the circumstances to maintain its secrecy; and may be a trade secret of REDSPEED as defined under Chapter 688 of the Florida Statutes [§688.002(4)] and the Restatements.
- c. CITY, as a municipality in the State of Florida, is subject to the public records disclosure requirements in Chapter 119 of the Florida Statutes. CITY is required to respond in a reasonable time to public records requests. REDSPEED entered into this AGREEMENT with CITY effective the ___ day of _____, 2024 and, accordingly, committed to maintain and provide the identified PRODUCT to CITY. REDSPEED is concerned that parts of the PRODUCT delivered to CITY contain valuable Trade Secrets as defined in Chapter 688 of the Florida Statutes. CIT is further concerned disclosure of any Trade Secret or qualifying Confidential Information pursuant to a public records request could result in economic damage and considerable diminution of REDSPEED business value. CITY agrees to timely notify REDSPEED by email of any public records request concerning this AGREEMENT so REDSPEED can immediately take any legal action it deems appropriate to protect its economic interest. Should REDSPEED fail to take legal action, in an expeditious and timely manner, CITY shall respond to the public records request as it deems necessary in order to comply with Chapter 119.

10. OWNERSHIP OF SYSTEM:

It is understood by CITY that the SDS System being installed by REDSPEED is, and shall remain, the sole property of REDSPEED, unless separately procured by CITY from REDSPEED through a lease or purchase transaction. The SDS Systems are provided to CITY only under the terms and for the term of this AGREEMENT.

11. RECORDS AND AUDIT:

REDSPEED shall maintain during the term of the AGREEMENT all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this AGREEMENT. REDSPEED agrees to make available to CITY Internal Auditor, during CITY normal business hours and in CITY all books of account, reports and records relating to this AGREEMENT for the duration of the AGREEMENT and retain them for a minimum period of three (3) years beyond the last day of the AGREEMENT term or such other period required by the Florida public records law and Florida public records retention schedules, whichever is longer.

12. INDEMNIFICATION AND INSURANCE:

REDSPEED shall comply with all laws, ordinances and regulations governing the use of photo enforcement systems applicable to this AGREEMENT and shall comply with the maintenance procedures and manufacturer recommendations for operation of SDS System equipment which affect this AGREEMENT, and shall indemnify and save harmless the CITY against claims arising from the violations of the maintenance procedures and manufacturer recommendations for operation of the equipment as a result of the negligence, recklessness, or willful or intentional misconduct of REDSPEED, its officers and directors, agents, attorneys, and employees, but excluding any employees or agents of CITY .

REDSPEED agrees to protect, defend, indemnify, and hold harmless CITY and CITY officers, employees, and agents from and against any and all losses, penalties, damages, settlements, fines, claims, costs, charges for other expenses, or liabilities of every and any kind including any award of attorney fees and any award of costs in connection with or arising from any negligence, intentional or reckless act or omission by REDSPEED or any of REDSPEED officers, employees, agents, contractors, or subcontractors in performing the work agreed to or performed by REDSPEED under the terms of this AGREEMENT. Without limiting the foregoing, any and all claims, suits or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, violations of any decree of any court in connection with or arising from any gross negligence, intentional or reckless act or omission by REDSPEED shall be included in this indemnity.

REDSPEED shall maintain the following minimum scope and limits of insurance:

- a. Commercial General Liability Insurance including coverage for bodily injury, property damage, premises and operations, products/completed operations, personal and advertising injury, and contractual liability with a combined single limit of \$2,000,000 per occurrence. Such insurance shall name CITY and CITY officers, employees, volunteers and elected officials as additional insured for liability arising from REDSPEED operation.
- b. Workers' Compensation, as required by applicable state law, and Employers Liability Insurance with limits of not less than \$500,000 each accident. REDSPEED shall always maintain Workers' Compensation insurance coverage in the amounts required by law, but shall not be required to provide such coverage for any actual or statutory employee of CITY.
- c. Comprehensive Business Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by REDSPEED with a

minimum \$1,000,000 per occurrence combined single limit bodily injury and property damage.

REDSPEED shall require any subcontractors prior to and during work under this AGREEMENT to provide and maintain the same insurance, which insurance shall also name CITY and CITY officers, employees and elected officials as additional insureds.

Certificates showing REDSPEED is carrying the above-described insurance, and evidencing the additional insured status specified above, shall be furnished to CITY prior to and during all work under this AGREEMENT. Such certificates shall show that CITY shall be notified at least thirty (30) days in advance of all cancellations of such insurance policies. REDSPEED shall forthwith obtain substitute insurance without a gap in coverage, in the event of a cancellation.

In as much as CITY is a body politic and corporate, the laws from which CITY derives its powers, insofar as the same law regulates the objects for which, or manner in which, or the concerns under which, CITY may enter into this AGREEMENT, shall be controlling and shall be incorporated by reference into this AGREEMENT. CITY shall be responsible for vehicle insurance coverage on any vehicles driven by CITY employees. Coverage shall include liability and collision damage.

REDSPEED shall require all its subcontractors to provide the aforementioned coverage required by REDSPEED as well as any other coverage that REDSPEED may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors shall be the sole responsibility of REDSPEED.

13. STATE LAW TO APPLY:

This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Florida. The PARTIES agree that all litigation between them in shall be the State of Florida courts and venue shall be in Alachua County, Florida.

14. DISPUTE RESOLUTION:

All disputes arising out of or in connection with the AGREEMENT shall be attempted to be settled through good-faith efforts between senior management of both PARTIES. Following thirty (30) days of unsuccessful negotiation, a dispute may be submitted to professionally-assisted mediation. Before a demand for mediation may be filed by either Party, the management of both PARTIES shall have met at least two times in face-to-face meetings in an effort to resolve any dispute or controversy through normal business management practices. Any mediator so designated must be acceptable to each Party. The mediation shall be conducted as specified by the mediator and agreed upon by the PARTIES. The PARTIES agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The mediation shall be treated as a settlement discussion and therefore shall be confidential. The mediator may not testify for either PARTY in any later proceeding relating to the dispute. Each PARTY shall bear its own costs in the mediation. The fees and expenses of the mediator shall be shared equally by the PARTIES.

Failing resolution through negotiation or mediation, any remaining dispute shall be submitted to the proper court in Alachua County, Florida.

15. AMENDMENTS TO THE AGREEMENT:

CITY may from time to time consider it in its best interest to change, modify or extend term, conditions or covenants of this AGREEMENT or require changes in the scope of the Services to be performed by REDSPEED, or request REDSPEED to perform additional services. AGREEMENT Any such change, addition, deletion, extension or modification, including any increase or decrease in the amount of REDSPEED compensation, which are mutually agreed upon by and between CITY and REDSPEED, shall be incorporated in written amendments (herein called "Amendments") to this AGREEMENT that are duly executed by both PARTIES. Such Amendments shall not invalidate the procurement process or this AGREEMENT nor relieve or release REDSPEED or CITY of any of its obligations under this AGREEMENT unless stated therein.

16. EFFECT OF AMENDMENT(S) ON AGREEMENT:

Except as expressly amended or modified by the terms of an Amendment, all terms of the AGREEMENT shall remain in full force and effect. Unless a different meaning is specified in an Amendment, all capitalized terms used herein shall have the meaning described in the AGREEMENT. In the event of a conflict between the terms of the Amendment and this AGREEMENT, the Amendment shall prevail and control.

17. LEGAL CONSTRUCTION AND REQUIREMENTS:

In case any one or more of the provisions contained in this AGREEMENT shall for any reason, by a court of competent jurisdiction, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

18. NO AGENCY:

REDSPEED is an independent contractor under this AGREEMENT. Personal services shall be provided by employees of REDSPEED who shall be subject to supervision by REDSPEED, and not as officers, employees or agents of the CITY. Personnel policies, tax responsibilities, social security, health insurance, employee benefits and other similar administrative procedures applicable to services rendered under this AGREEMENT shall be those of REDSPEED.

19. FORCE MAJEURE:

CITY and REDSPEED shall be excused from the performance of their respective obligations under this AGREEMENT when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, act of God or public emergency, war, rioting, malicious damage, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance provided that:

- the non-performing PARTY gives the other PARTY prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure; the excuse of performance is of no greater scope and no longer duration than is required by the Force Majeure;
- no obligations of either PARTY that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and,
- the non-performing PARTY uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, CITY may, at its discretion, excuse performance for a longer term. Economic hardship of REDSPEED shall not constitute Force Majeure. The term of the AGREEMENT shall be extended by a period equal to that during which either party performance is suspended under this Section.

20. PERMITS, FEES, AND LICENSES:

REDSPEED shall, at its own expense, obtain all necessary permits and pay all licenses and fees required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this AGREEMENT.

21. NON-DISCRIMINATION:

There shall be no violation of federal, state or local law related, but not limited to, discrimination as to race, sex, color, creed, age, sexual orientation, disability, marital status, or national origin in the operations conducted under this AGREEMENT.

22. SUBCONTRACTORS:

REDSPEED must be capable of performing all the services contained within this AGREEMENT. If REDSPEED uses a subcontractor in the performance of these services, REDSPEED shall submit complete information on any/all proposed subcontractors. The same qualifications requirements, and all other terms and conditions of the AGREEMENT shall also apply to the subcontractor. CITY reserves the right to approve or disapprove of any subcontractor proposed.

REDSPEED shall ensure that all of REDSPEED subcontractors perform in accordance with the terms and conditions of this AGREEMENT. REDSPEED shall be fully responsible for all of REDSPEED subcontractors' performance, and liable for any of REDSPEED subcontractors' non-performance and all of REDSPEED subcontractors' negligent, intentional or reckless acts and omissions. REDSPEED shall defend, counsel being subject to CITY approval or disapproval, and indemnify and hold harmless CITY and CITY officers, employees, and agents from and against any claim, lawsuit, third PARTY action, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of REDSPEED subcontractors for payment for work

performed for CITY by any of such subcontractors, and from and against any claim, lawsuit, third PARTY action, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any negligent, intentional or reckless act or omission by any of REDSPEED subcontractors.

23. E-VERIFY

Pursuant to Section 448.095(5)(2023), REDSPEED shall, prior to execution of this Agreement, register with the E-Verify system. REDSPEED shall use it to verify the work authorization status of all its new employees, or any subcontractors employed in furtherance of this Agreement. Furthermore, REDSPEED agrees to require from any subcontractors, an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

REDSPEED shall execute an E-Verify affidavit attesting to its compliance with this section. The affidavit shall be attached and incorporated into the Agreement.

REDSPEED shall use it to verify the work authorization status of all its new employees, or any subcontractors employed in furtherance of this Agreement. Furthermore, REDSPEED agrees to require from any subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

REDSPEED shall execute an E-Verify affidavit attesting to its compliance with this section. The affidavit shall be attached and incorporated into the Agreement.

23. 24. ENTIRE AGREEMENT:

The provisions of this AGREEMENT, including the recitals, comprise all of the terms, conditions, AGREEMENTs, and representations of the PARTIES with respect to the subject matter hereof. All representations and promises made by any PARTY to another, whether in writing or orally, concerning the subject matter of this AGREEMENT, are merged into this Amendment. Except as amended by an Amendment, the terms of the AGREEMENT shall continue in full force and effect.

25.. NOTICES:

Any notice or demand which under the terms of this AGREEMENT or under any statute must or may be given or made by REDSPEED or CITY shall be in writing and shall be given or made by personal service, first class mail, overnight delivery, or by certified or registered mail to the PARTIES with a copy by email at the following respective addresses:

CITY of Alachua
15100 NW 142nd Terrace
Alachua, FL 32615
Attn: City Manager
Email: citymanager@cityofalachua.org

REDSPEED Florida, LLC
400 Eisenhower Lane North
Lombard, Illinois 60148
Attn: Robert Liberman, Manager
Email: robert.liberman@redspeed.com

24. PUBLIC RECORDS:

REDSPEED shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the REDSPEED in conjunction with this Contract. Specifically, REDSPEED must:

- a) Keep and maintain public records that ordinarily and necessarily would be required by CITY in order to perform the services being performed by REDSPEED.
- b) Provide the public with access to public records on the same terms and conditions that CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d) Meet all requirements for retaining public records and transfer, at no cost, to CITY all public records in possession of the REDSPEED upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to CITY in a format that is compatible with the information technology systems of CITY.

REDSPEED shall promptly provide CITY with a copy of any request to inspect or copy public records in possession of REDSPEED and shall promptly provide CITY a copy of REDSPEED response to each such request. Failure to grant such public access shall be grounds for immediate termination of this Contract by CITY.

This provision shall apply to all services provided unless REDSPEED can demonstrate by clear and convincing evidence that it is not or was not acting on behalf of CITY under Florida law. REDSPEED shall be held liable for plaintiff attorney fees and costs if a suit is properly filed and the court finds that REDSPEED unlawfully refused to comply with a public records request within a reasonable time.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS LEANNE WILLIAMS, OR HER SUCCESSOR, AT (386) 418-6103, PO. BOX 9, ALACHUA FLORIDA 32616 or lshalliams@cityofalachua.org.

THIS PROVISION SHALL APPLY TO ALL SERVICE PROVIDED UNLESS REDSPEED CAN DEMONSTRATE BY CLEAR AND CONVINCING EVIDENCE THAT IT IS NOT ACTING ON BEHALF OF CITY UNDER FLORIDA LAW.

25. RIGHT TO AUDIT.

REDSPEED agrees to furnish such supporting detail as may be reasonably required by CITY to support charges or invoices, to make available for audit purposes all records covering charges pertinent to the purchase and to make appropriate adjustments in the event discrepancies are found. CITY shall pay the cost of any audit. CITY shall have the right to audit the REDSPEED records pertaining to the work/product for a period of three (3) years after final payment.

26. NO WAIVER OF SOVEREIGN IMMUNITY.

Nothing in this AGREEMENT shall be construed, implied or applied as a waiver of CITY sovereign immunity against third PARTY tort claims, including those rights and limitations of liability under section 768.28, Florida statutes, as it may be amended. If REDSPEED pursues indemnity or a hold harmless defense from CITY in connection with a third-party tort claim, then CITY shall have the right to assert against any such third-party claimant, the defense of sovereign immunity on behalf of itself and REDSPEED shall allow CITY to maintain that defense and shall take no action that shall frustrate CITY ability to maintain a defense of sovereign immunity, including the procedures and limitations of liability in section 768.28, Florida statutes.

IN WITNESS THEREOF, the PARTIES have duly executed this AGREEMENT on the day and year first written above.

City of Alachua, Florida

By: _____, ____/____/____
Name Gib Coerper
Title: Mayor

REDSPEED Florida, LLC

By: Robert Liberman, 8 / 6 / 2024
Robert Liberman
Title: Manager

Attest: _____, ____/____/____
Mike DaRoza
Title City Manager/City Clerk

Exhibit A

SPEED PHOTO ENFORCEMENT SYSTEM

Schedule of Implementation and Operations

COA – City of Alachua

RS – RedSpeed

1 WEEK

- Contract executed COA
- School Safety Zone Details Supplied - COA

2-3 WEEK

- Speed Study to confirm feasibility - RS

5-6 WEEKS

- City pass ordinance RS
- Site meeting with civil engineering contractor & power utility company RS
- Order professional engineering plans COA
- City provides details and signatures for permit apps & letters RS
- Permits issued Permitting Authority
- Order internet RS

2 WEEKS

- Contractor installation of infrastructure RS
- Power connections ordered RS
- SDS installation & calibration RS

1 WEEK

- | | |
|----------------------------------|----------|
| • Create user roles and accounts | RS & COA |
| • Business rules reviewed | RS & COA |
| • Set up toll free number | RS |
| • User training | RS & COA |
| • Warning period commences | RS |

Exhibit B

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SECTION 1.
REDSPEED SCOPE OF WORK

1. REDSPEED agrees to provide a turnkey solution for SDS Systems to CITY wherein all reasonably necessary elements required to implement and operate the solution are the responsibility of REDSPEED, except for those items identified in SECTION 2 titled "CITY Scope of Work". REDSPEED and CITY understand and agree that new or previously unforeseen requirements may, from time to time, be identified and that the PARTIES shall negotiate in good faith to assign to the proper PARTY the responsibility and cost for such items. In general, if work is to be performed by CITY, unless otherwise specified, CITY shall not charge REDSPEED for the cost. All other in-scope work, external to CITY, is the responsibility of REDSPEED. Any change to the AGREEMENT requires a written amendment.
2. REDSPEED shall use its best effort to adhere to the Project Time Line agreed upon between the PARTIES.
3. REDSPEED shall install SDS Systems at several intersections, school zone areas or grade crossing approaches to be agreed upon between REDSPEED and CITY after completion of site analyses. In addition to any initial locations, the PARTIES may agree from time to time to add to the quantities and locations where SDS Systems are installed and maintained. Any change to the AGREEMENT must be in writing and duly executed by both PARTIES
4. REDSPEED shall operate each SDS System on a 24-hour basis, barring downtime for maintenance and normal servicing activities.
5. REDSPEED shall provide a secure website (www.SpeedViolations.com) accessible to recipients who have received Notices of Violation by means of a Notice #, which shall allow violation image and video viewing.
6. REDSPEED shall provide technician site visits to each SDS System once per month to perform preventive maintenance checks consisting of: camera enclosure lens cleaning, camera, strobe, and controller enclosure cleaning, inspection of exposed wires, and general system inspection and maintenance.
7. REDSPEED shall use best efforts to endeavor to repair a non-functional SDS System within forty-eight (48) business hours of determination of a malfunction.
8. REDSPEED shall use best efforts to repair the SDS System within one (1) business day from the time of the outage. Outages of CITY internet connections or infrastructure are excluded from this service level.
9. REDSPEED shall establish a demand deposit account bearing the title, "REDSPEED Florida LLC as agent for CITY of Alachua at CIBC Bank." All funds collected on behalf of CITY, excluding REDSPEED monthly fees and any fees associated with electronic processing of violations, shall be deposited in this account and transferred by wire on or about the 15th calendar day of the month to the CITY primary deposit bank. CITY shall identify the account to receive funds wired from First Midwest Bank. CITY shall sign a

W-9 and blocked account AGREEMENT, to be completed by CITY, to ensure CITY financial interest in said bank account is preserved.

10. REDSPEED shall design, fabricate, install, obtain permits, and maintain one speed warning sign for each monitored approach.
11. REDSPEED or subcontractors shall be responsible for any costs associated with building, construction, electrical, street use, and/or pole attachment permits.
12. REDSPEED shall assign a project manager who shall be the liaison between CITY and REDSPEED and shall be responsible for project activities such as development of a project plan and tracking of deliverables. CITY shall reserve the right to request a new project manager.
13. REDSPEED shall provide and operate CITY RedCheck, an automated web-based citation processing system that includes image processing, color printing and mailing of a Notice of Violation per chargeable event. Each Notice of Violation shall be delivered by first class mail to the Motor Vehicle Owner within the statutory period. Mailings to Motor Vehicle Owners responding to Notices of Violation identifying drivers in affidavits of non-liability or by rental car companies are also included.
14. REDSPEED shall provide the Traffic Enforcement Officer with access to RedCheck, for the purposes of reviewing Violations Data within five (5) days of the gathering of the Registered Vehicle Owner Information.
15. The decision to issue Notice of Violation shall be the sole, unilateral and exclusive decision of the Traffic Enforcement Officer consistent with State Law.
16. RedCheck shall apply an electronic signature to a Notice of Violation when authorized to do so by an approving Traffic Enforcement Officer.
17. REDSPEED shall obtain in-state vehicle registration information necessary to issue citations.
18. REDSPEED shall seek records from out-of-state vehicle registration databases and apply records found by RedCheck to issue citations for CITY.
19. If CITY is unable to or does not desire to integrate REDSPEED data into its adjudication system, REDSPEED shall provide an on-line adjudication processing module, which shall enable the adjudication function to review cases, related images, correspondence, and other related information required to adjudicate the disputed Notice of Violation.
20. REDSPEED shall provide to CITY access to RedCheck system, which provides CITY with ability to run and print all standard system reports.
21. REDSPEED shall train a City employee, at REDSPEED expense so that CITY employee can and shall qualify as an expert witness in administrative proceedings and in court on matters relating to the accuracy, technical operations, and effectiveness of the SDS System until judicial notice is taken. The REDSPEED trainer must be a local expert witness and train CITY employee until CITY employee so qualifies.

22. In those instances where damage to an SDS System is caused by negligence on the part of CITY or its authorized agent(s), REDSPEED shall provide CITY an estimate of the cost of repair. Upon authorization to proceed with the repairs or replacement, REDSPEED shall replace or repair any damaged equipment and invoice for the pre-approved repair cost. REDSPEED shall bear the cost to replace or repair equipment damaged in all other circumstances.
23. REDSPEED shall provide a toll-free, specific help line to help CITY resolve any problems encountered regarding its SDS System and/or citation processing. The help line shall function during normal business hours. Call Center hours for violators is Monday-Friday 9:00 AM to 5 PM EST.
24. REDSPEED shall provide Motor Vehicle Owners with the ability to view Recorded Images of Violations involving their motor vehicles online. This online viewing system shall include a link to the REDSPEED payment website(s).
25. REDSPEED shall provide CITY with a warning period consistent with Florida law.
26. REDSPEED shall provide authorized City users access to on demand video, reporting tools and other online features through its RedCheck and SiteOps programs. REDSPEED shall maintain video data for twenty five (25) days unless otherwise requested for preservation by CITY.
27. REDSPEED shall provide CITY real-time access to violation and camera data.
28. REDSPEED shall assist CITY with installation and maintenance of any required signage including flashers.

SECTION 2.
CITY SCOPE OF WORK*

1. Within seven (7) business days of execution of the AGREEMENT, CITY shall provide REDSPEED with the name and contact information for a project manager with authority to coordinate CITY responsibilities under the AGREEMENT.
2. Within seven (7) business days of the AGREEMENT, CITY shall provide REDSPEED with the name and contact information for an Appeals Coordinator or staff responsible for oversight of all related program requirements.
3. Within seven (7) business days of execution of the AGREEMENT, CITY shall provide REDSPEED with the name(s), contact information, and electronic signature(s) of all Traffic Enforcement Officers authorized by CITY police department to approve and issue Notices of Violation.
4. CITY shall establish a method by which a Motor Vehicle Owner who has received a Notice of Violation may review the images and video evidencing the Violation at www.SpeedViolation.com free of charge. This may be at a publicly available terminal at CITY facility or by appointment with the Police Department.
5. REDSPEED shall relocate an SDS System at no cost to a new enforcement location once it has been mutually agreed upon by City Manager or Chief of Police and between REDSPEED and CITY.
6. CITY shall endeavor to approve or reject REDSPEED submitted plans within seven (7) business days of receipt. REDSPEED and CITY shall endeavor to approve the plans in a timely manner.
7. CITY shall endeavor to issue all needed permits to REDSPEED and its subcontractors in an expedited fashion for plan approval.
8. If use of private property right of way is needed, CITY shall assist REDSPEED in acquiring permission to build in existing utility easements as necessary. Any additional cost for private property right of way lease/rental costs shall be borne by REDSPEED. REDSPEED reserves the right to not install on private property if the costs are unreasonable.
9. CITY may allow REDSPEED to build needed infrastructure in existing CITY owned easement as necessary and only after required permits have been approved.
10. CITY Traffic Enforcement Officer(s) shall process each potential violation in accordance with Florida Law and/or CITY Ordinances within five (5) days (excluding Saturday, Sunday and CITY observed holidays) of its appearance in the Law Enforcement Review Queue, using RedCheck to determine which Violations shall be issued as Notices of Violation.
11. Police Department workstation computer monitors for citation review and approval should provide a minimum resolution of 1280 x 1024.
12. Police Department shall provide signatures of all authorized police users who shall review events and approve citations on forms provided by REDSPEED.
13. CITY shall handle inbound and outbound phone calls and correspondence from defendants who have questions about disputes, and other issues relating to citation adjudication. CITY may refer citizens with questions regarding REDSPEED or SDS System technology and processes to websites and/or toll-free telephone numbers provided by REDSPEED for that purpose.

14. If remote access to a REDSPEED SDS System is blocked by CITY network security infrastructure, CITY Technology Manager shall coordinate with REDSPEED to facilitate appropriate communications while maintaining required security measures.
15. CITY shall at all times maintain a list of school and school zone hours and shall inform REDSPEED of all times for each Zone. CITY shall maintain and update this list, and shall be responsible for ensuring the accuracy of any citation issued against the corresponding time.
16. CITY shall maintain a School Zone calendar and shall notify REDSPEED as soon as practical before a change of scheduled enforcement (I.e. short days, no in-person instruction days, closings, etc). REDSPEED may in its sole discretion charge the CITY \$5.99 for any requested dismissals of printed/mailed citations issued on non-school days for which CITY did not inform REDSPEED of a calendar change.

Exhibit C

SCHEDULE 1
SERVICE FEE SCHEDULE

CITY agrees to pay REDSPEED the Fee(s) as itemized below:

1. Description of Pricing

Fee includes all costs required and associated with SDS system installation, maintenance and ongoing field and back-office operations. Includes camera equipment, installation, maintenance, violation processing services, DMV records access, mailing of required documents, lockbox and credit card processing services, call center support for general program questions, public awareness program support, and access to web-based SDS System for Traffic Enforcement Officer review:

35% of the Governing Body Statutory share of collected revenue.

Exhibit D

E-Verify Affidavit

FORM 1

E-VERIFY AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of **Columbus Consolidated Government** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

1182079

3/22/2017

Company ID Number (numerical, 4-7 digits)

Date of Authorization

**See <https://e-verify.uscis.gov/empvlogin.aspx?JS=YES> to access your E-Verify Company Identification Number.

RedSpeed Georgia

Name of Contractor

Automated Speed Detection for School Zone Safety Enforcement (Annual Contract) – RFP No. 23-0036

Name of Project

Columbus Consolidated Government

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on April, 12, 2023 in Lombard (city), IL (state).

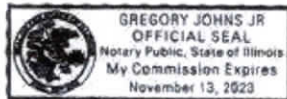
Robert Liberman

Signature of Authorized Officer or Agent

Robert Liberman

Printed Name and Title of Authorized Officer or Agent

Subscribed and sworn before me on this the 12 day of April, 2023.



NOTARY PUBLIC

My Commission Expires:

November 13, 2023

A properly completed, notarized E-Verify Affidavit must be included with sealed proposal; failure to do so will render the firm's proposal non-responsive and ineligible for further consideration.

My Company Account

My Company Profile

Company Information

Company Name

RedSpeed

Doing Business As (DBA) Name

Company ID

1182079

Enrollment Date

Mar 21, 2017

Employer Identification Number (EIN)

205218257

Unique Entity Identifier (UEI)

DUNS Number

Total Number of Employees

20 to 99

NAICS Code

532

Sector

Real Estate and Rental and Leasing

Subsector

Rental and Leasing Services

[Edit Company Information](#)

Employer Category

Employer Category

None of these categories apply

[Edit Employer Category](#)

Company Addresses

Physical Address

450 Eisenhower Lane North
Lombard, IL 60148

Mailing Address

Same as Physical Address

[Edit Company Addresses](#)

Hiring Sites

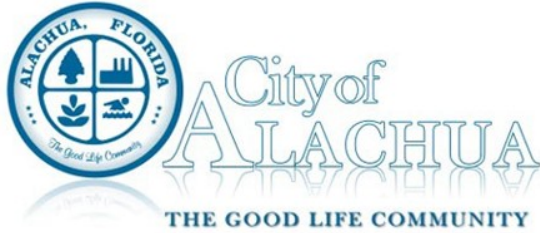
We have implemented a new policy and require more information for existing and future hiring sites.

Number of Sites

3

[Edit Hiring Sites](#)

Company Access and MOU



Commission Agenda Item

MEETING DATE: August 26, 2024

SUBJECT: Fiscal Year 2023-2024 Write offs

PREPARED BY: Stephanie Herlong

RECOMMENDED ACTION:

Approval of Write off of bad debt for 23-24

Summary

Finance and Administrative Services annually, and as part of the fiscal year closeout, compiles a list of bad debt accounts to be presented to the City Commission as the write-off of bad debt requires Commission approval.

The bad debt write off list amounts to a total of \$18,941.40 for Fiscal Year 2023-2024. This list consists, mostly, of utility accounts for which staff has tried to collect through a series of collection letters. This amount equates to less than one third of one percent of the budgeted gross revenue for electric, water, waste water, solid waste, and mosquito services.

Last fiscal year, the City wrote off \$42,388.56. Upon approval of this write off amount, these accounts will be listed in our bad debt listing. Staff continuously checks the bad debt listing prior to rendering new utility services in an effort to recover previously written off amounts. Staff has collected \$443.52 from previous write-offs (Attachment B) during the current fiscal year.

FINANCIAL IMPACT

\$18,941.40

ADDITIONAL FINANCIAL INFORMATION

COMMISSION GOALS

Funding Source - General Fund

Funding Source - Electric Fund

Funding Source - Water Fund

Funding Source - Mosquito Fund

Funding Source - Waste Water Fund

ATTACHMENTS

1. WRITE-OFF FY 23-24 ATTACHMENT A
2. PAID WRITE-OFF FY 23-24 ATTACHMENT B

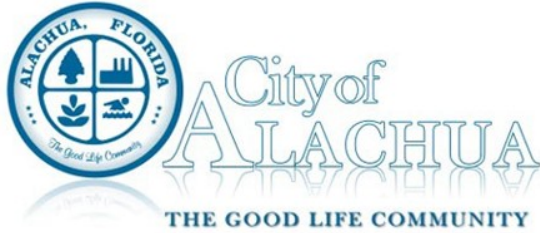
Write-offs FY 24 Attachment A

ACCOUNT #	CUSTOMER NAME	CYCLE	SERVICE ADDRESS	BALANCE
714	DOROTHY WATSON	1	13814 NW 158TH AVE	\$217.74
722	FLOYD NICHOLS	1	15715 NW 138TH TER	\$717.00
2447	BETTY GARRISON	2	11907 NW 147TH PL	\$107.99
4212	D&K REBUILDERS	2	14311 MAIN ST 1	\$166.09
4873	EMMA A PHILLIPS	1	14504 NW 142 TER A	\$101.48
7885	LARRY WURTS	1	12501 NW 112TH AVE	\$337.50
10017	CHIQUITA MARTIN	1	13609 NW 158TH PL	\$244.36
13174	BETH K COKER	1	13317 NW 140TH ST	\$332.93
17913	VALENTIN JUAN	1	13730 NW 140TH ST 9	\$544.66
17958	NATASHA LEE	2	11708 NW 72ND TER	\$630.13
18946	SILVIA RODRIGUEZ	2	13605 NW COUNTY ROAD 235 502	\$50.12
20750	AMAYA SNEAD	1	14230 NW 156TH PL	\$287.58
22107	TAMARA JOHNSON	1	15019 NW 134TH TER	\$86.44
22394	CHINILE GIBSON	1	13124 NW 155TH LN	\$383.67
22413	GENE DILLON	1	15105 NW 133RD TER A	\$182.45
22886	ALEXIS COBURN	1	13118 NW 155TH PL	\$4.26
24255	MARQUSIA ROSS	1	15212 NW 132ND TER	\$192.19
24564	CRYSTAL GALLAHER	1	15164 NW 150TH AVE 2060	\$245.55
25964	SIERRA DUKE	1	14110 NW 157TH PL	\$16.81
26014	BRIAN CLARK	1	13827 NW 142ND PL	\$845.15
26114	CHIRIGA MAHAN	2	11415 NW 60TH TER	\$401.84
26910	LAURA HAMPSON	3	16904 NW 171ST PL	\$84.56
26951	ANGELA MORRIS	2	15620 NW 149TH TER	\$453.31
27116	CARLA SMITH	1	13810 W STATE ROAD 235 3	\$756.48
27359	TRAVIS LEE	2	15701 NW 149TH TER	\$533.49
27365	JARROD CLARIZIO	2	6400 NW 106TH PL 20	\$36.87
27466	TAVARIS RANDALL	1	15105 NW 150TH AVE 1001	\$10.89
27609	BERTHA EDWARDS	1	15525 MERRILLWOOD DR	\$70.96
27917	RONNIE FLOYD	2	14602 NW 122ND TER	\$94.63
27962	LAKEISHA NICHOLS	1	15313 MERRILLWOOD DR	\$253.60
27979	BRANDON WILLIS	1	15614 NW 138TH TER	\$343.93
28022	NYDIA FRAZIER	1	15203 NW 150TH RD 3077	\$81.01
28031	EDWIN SANCHEZ	2	14917 NW 121ST TER	\$651.35
28282	ARETHA CARTER	1	14220 NW 157TH PL	\$172.20
28439	ERNESTINA CANTU	1	14809 NW 134TH TER	\$48.34
28530	WILLIAM H QUARTERMAN JR	1	14224 NW 158TH AVE	\$238.88
28555	BRANDII MARTIN	1	15164 NW 150TH AVE 1057	\$26.77
28580	SHARON HAZELWOOD	1	14502 NW 143RD PL	\$220.27
28813	BRANDT LEWIS	3	14907 NW 174TH AVE	\$169.42
28990	JASMINE JOYNER	1	14104 NW 167TH PL	\$160.24
29102	SHANDRIAL DENMARK	2	13400 NW 140TH ST 1606	\$179.60
29568	JORIE FOWLER	1	15226 NW 150TH AVE 1056	\$35.92
29660	LATRAVIA STRAWDER	1	14011 NW 158TH AVE	\$669.88
29754	TEVIN SMITH	1	15105 NW 150TH AVE 3001	\$291.57
29765	AUDRA MANNING	1	15105 NW 150TH AVE 1008	\$152.98
29801	EDWIN HARTMAN	2	12329 NW 148TH AVE	\$80.96

Write-offs FY 24 Attachment A

30096	CANDICE STINSON	1	15203 NW 150TH RD 2079	\$61.91
30128	NATHAN HOLLAND	1	15270 NW 150TH AVE 3044	\$110.06
30131	LAUREN HARDING	2	10620 NW 61ST TER	\$442.28
30234	ASHLEY LAPLANT	1	15270 NW 150TH AVE 2045	\$107.45
30313	ALAINA FUENTES	1	15226 NW 150TH AVE 1050	\$47.89
30341	DONNIE HARGROVE SR	2	5516 NW 109TH LN	\$192.74
30424	PAGONIA THOMAS	1	15183 NW 150TH AVE 3018	\$141.90
30514	CHRISTINA BLANKENSHIP	1	15105 NW 150TH AVE 3002	\$368.78
30600	PERI COOK	3	10719 NW 59TH TER	\$351.71
30814	RYAN HENDRICKS	1	15265 NW 150TH RD 3086	\$142.42
30820	CHRISTOPHER HART	1	15139 NW 150TH RD 1099	\$81.53
30832	MARC DIAMOND JR	1	15226 NW 150TH AVE 3053	\$85.20
30865	BRAHMATIRTHA PEREZ	1	14325 NW 142ND AVE	\$14.55
30931	HALEY POWER	1	15215 NW 150TH AVE 1028	\$28.85
30972	JASMINE WILLIAMS	1	15206 NW 132ND TER	\$7.93
31009	ASHLEY PETERSON	1	15151 NW 150TH RD 3069	\$91.15
31012	KILARA SMITH	1	15203 NW 150TH RD 3076	\$6.42
31070	SARAH TYSON	1	13810 W STATE ROAD 235 2	\$183.77
31243	THOMAS WINGFIELD	1	15215 NW 150TH AVE 1025	\$43.15
31255	SHARI BELL	1	15248 NW 150TH RD 1095	\$175.28
31269	JAMES DAVIS JR	2	11017 NW 61ST TER	\$370.44
31281	LYLE SASSARD	1	13810 NW 154TH AVE	\$284.97
31338	ESTELLA CROCE	1	15164 NW 150TH AVE 3062	\$228.31
31497	DUSTIN REIMER	1	15271 NW 150TH AVE 3034	\$408.57
31597	SHEREESE JONES	1	15226 NW 150TH AVE 3056	\$139.67
31627	ZACHARY GREEN	2	16116 NW 121ST LN	\$243.85
31671	TRINITY DAVIS	1	15271 NW 150TH AVE 2036	\$152.49
31689	AALIYAH YOUNG CYRUS	1	15215 NW 150TH AVE 3026	\$75.43
31693	SETH & DENISE KLEIN	1	15139 NW 150TH RD 1102	\$259.04
31725	YASMINE SATCHER	1	15183 NW 150TH AVE 2018	\$387.00
31733	BRET LINVILLE	2	19619 NW 119TH PL	\$517.44
31784	ZACHARY KLEM	1	13620 NW 140TH ST D2	\$110.32
31855	WINSTON S WALKER	2	11926 NW 71ST TER	\$193.26
32020	BRETT OSIKA	1	15147 NW 150TH AVE 2009	\$40.38
32081	IRVIN SMITH	1	13810 W STATE ROAD 235 2	\$170.72
32162	TYLER MONROE	1	15105 NW 150TH AVE 1007	\$158.51
32208	CHRISTOPHER PHILLIPS	1	15164 NW 150TH AVE 2060	\$280.39
32460	CAROLINA LUAN	2	6365 NW 109TH PL 6	\$256.56
32492	ILYSSA PERKINS	1	15271 NW 150TH AVE 2040	\$65.03
Total Balance				\$18,941.40

RECEIPT ITEMS REPORT FOR CITY OF ALACHUA
Post Date from 10/01/2023 - 10/01/2024 Open And Completed Receipts
Receipts Items: W.OFF



Commission Agenda Item

MEETING DATE: August 26, 2024

SUBJECT: Purchase of Altec Bucket Truck, Model TA60 4x4

PREPARED BY: Donna Smith

RECOMMENDED ACTION:

Authorize the City Manager to issue a Purchase Order to Global Rental Co., Inc. in the amount of \$268,905.00 and to execute any necessary documents needed to proceed with the purchase of one (1) 2024 TA60 Bucket Truck.

Summary

The Public Services Electric Division is in immediate need of an ALTEC Bucket Truck for day to day operations (maintenance and repairs). The demand for new customized Bucket Trucks nationwide has created long lead times (multiple years).

The Electric Division has located for direct purchase one (1) 2024 ALTEC Bucket Truck, Model TA60 4x4 through Global Rental Company, Inc. as quoted under Sourcwell Contract #040924-ALT for an amount of \$268,905.00. The Bucket Truck is available for immediate delivery.

Sufficient funds are available within the Electric Division's budget to provide for the purchase of the Bucket Truck.

Staff recommends moving forward with Global Rental Company, Inc. for the purchase of one (1) ALTEC 2024 TA60 4x4 Bucket Truck.

FINANCIAL IMPACT

\$268,905.00

ADDITIONAL FINANCIAL INFORMATION

COMMISSION GOALS

Quality of Life

Funding Source - Electric Fund

ATTACHMENTS

1. Quote - Altec Bucket Truck, Model TA60 4x4



Quote Number: 814202401
Opportunity Number:
Sourcewell Contract #: 040924-ALT
Date: 8/14/2024

Quoted for: City of Alachua
Quoted by: Charlie Mathews
Phone: / Email: (352) 512-8679 / charlie.mathews@altec.com

REFERENCE MODEL		Sourcewell Price	Commercial List Price	Discount %
TA60 4x4		\$238,318	\$245,689	3%
(A.) Sourcewell Options On Contract				
1				
2				
3				

SOURCEWELL OPTIONS TOTAL:	\$238,318	\$245,689	3%
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(A.) OPEN MARKET ITEMS (Customer Requested)			
1	UNIT		
2	UNIT & HYDRAULIC ACC		
3	BODY		
4	BODY & CHASSIS ACC		
5	ELECTRICAL		
6	FINISHING		
7	CHASSIS	Chassis and unit body to be 2024 model year	\$26,492
8	OTHER		
9			
OPEN MARKET OPTIONS TOTAL:			\$26,492

SUB-TOTAL FOR UNIT/BODY/CHASSIS: \$264,810
Delivery to Customer: \$4,095
TOTAL FOR UNIT/BODY/CHASSIS: \$268,905

(C.) ADDITIONAL ITEMS (items are not included in total above)			
1			
2			
3			
4			

Pricing valid for 45 days and may be subject to availability at time of order

NOTES

** Denotes FET fees were paid when unit was new. Global is not FET exempt.
All items listed subject to availability, quote provided at time of request detailing options
Delivery is \$3.50/ mile
Alternate year models may be available in addition to the ones shown here, they will be discounted /
Chassis model can be any standard chassis (Ford, Dodge, International, Freightliner, Peterbilt, etc.)
PAINT COLOR: White to match chassis, unless otherwise specified
TO ORDER: To order, please contact the Account Manager listed above.
CHASSIS: Per Altec Commercial Standard
DELIVERY: No later than _____ days ARO, FOB Customer Location
TERMS: Net 10 days
BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry, Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.

*This quote does not include City, County, State or Federal taxes.