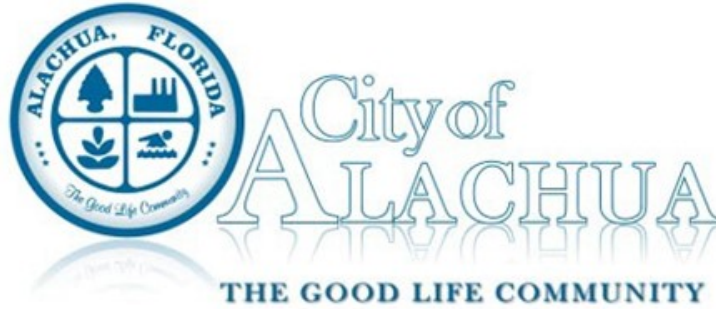




**Mayor Gib Coerper**  
**Vice Mayor Edward Potts**  
Commissioner Shirley Green Brown  
Commissioner Jennifer Ringersen  
Commissioner Dayna Williams

**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:** March 10, 2025

**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**

**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**

**A) APPOINTMENT TO THE SENIOR RESOURCES ADVISORY BOARD (SRAB)**

#### **IV. PUBLIC HEARINGS AND ORDINANCES**

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

#### **V. AGENDA ITEMS**

- A) FACILITY USE AND TRAINING AGREEMENT BETWEEN THE CITY OF ALACHUA POLICE DEPARTMENT AND SANTA FE COLLEGE INSTITUTE OF PUBLIC SAFETY**
- B) RESOLUTION 25-04: URGING THE FLORIDA STATE LEGISLATURE TO ENACT LEGISLATION TO PROVIDE A PUBLIC RECORDS EXEMPTION FOR MUNICIPAL CLERKS AND EMPLOYEES WHO PERFORM MUNICIPAL ELECTIONS WORK OR HAVE ANY PART IN CODE ENFORCEMENT FUNCTIONS OF A CITY.**
- C) RESOLUTION 25-05: A RESOLUTION OF THE CITY OF ALACHUA, FLORIDA, OPPOSING SENATE BILL 1416 PREEMPTING MUNICIPAL ELECTION DATES; REPEALING ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**
- D) SETTLEMENT AGREEMENT BETWEEN GOVINDA CAROL, SIX OTHER PLAINTIFFS, AND THE CITY OF ALACHUA, IN CASE NO.: 2022-CA-3623, IN THE CIRCUIT COURT OF THE EIGHTH JUDICIAL CIRCUIT, IN AND FOR ALACHUA COUNTY, FLORIDA (REFERRED TO BELOW AS THE “CASE”)**

#### **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**

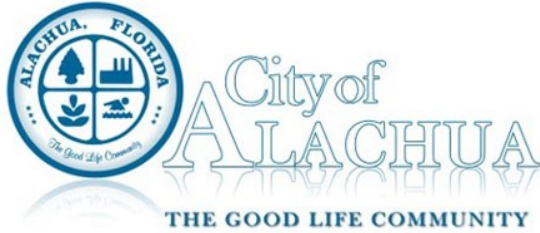
#### **VIII. COMMISSION COMMENTS/DISCUSSION**

#### **ADJOURN**

|                       |
|-----------------------|
| <b>CONSENT AGENDA</b> |
|-----------------------|

Consent Agenda items represent routine City operations and business. These items are approved at the beginning of the Regular City Commission meeting upon approval of the meeting agenda.

- A) RFQ 2025-01 HATHCOCK COMMUNITY AND HISTORICAL CENTER DESIGN AND CONSTRUCTION SERVICES**



## Commission Agenda Item

---

**MEETING DATE:** March 10, 2025

**SUBJECT:** Appointment to the Senior Resources Advisory Board (SRAB)

**PREPARED BY:** LeAnne Williams, Deputy City Clerk

**RECOMMENDED ACTION:**

Appoint one (1) member to the Senior Resources Advisory Board.

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### Summary

The City Commission adopted Ordinance 12-03 on November 28, 2011, establishing the Senior Resources Advisory Board (SRAB). The purpose of this board is to serve in an advisory role to the City Commission by providing information on all issues of importance to senior citizens in our community. The Senior Resources Advisory Board is made up of five (5) members who serve staggered three (3) year terms and are appointed by the City Commission.

The City advertised for applications for the SRAB in Alachua County Today on October 10, 2024, and October 24, 2024. A notice of vacancies was also posted on community bulletin boards and the City's website. The City received one (1) application by the November 07, 2024, deadline. The Commission must consider one (1) appointment to the SRAB. The appointment will be for a one (1) year term ending October 02, 2025, as this will be filling a vacant seat.

A listing of the applicants in alphabetical order has been provided for your reference, as well as a ballot. The candidate is as follows:

Asia Eichmiller

The applicant has been contacted regarding the potential appointment and has been invited to attend tonight's meeting. I will call her forward to speak, should you wish to hear from her.

The Deputy City Clerk's office will administer the selection process for the appointment.

### FINANCIAL IMPACT

### ADDITIONAL FINANCIAL INFORMATION

## **COMMISSION GOALS**

## **ATTACHMENTS**

1. App.Eichmiller
2. SRAB Term Ballot
3. Ad - ACT - SRAB



City of  
**ALACHUA**

## APPLICATION FOR SENIOR RESOURCES ADVISORY BOARD MEMBERSHIP

Name: ASIA EICH MILLER Date: 2/18/25  
Physical Address: 16202 NW 120th Place, Alachua 32615  
Mailing Address: SIAA  
Email Address: asiaeichmiller@gmail.com  
Phone (Daytime): 352 222 2360  
Alternate Phone: /

Are you a resident of the City of Alachua?

☒ Yes ☐ No

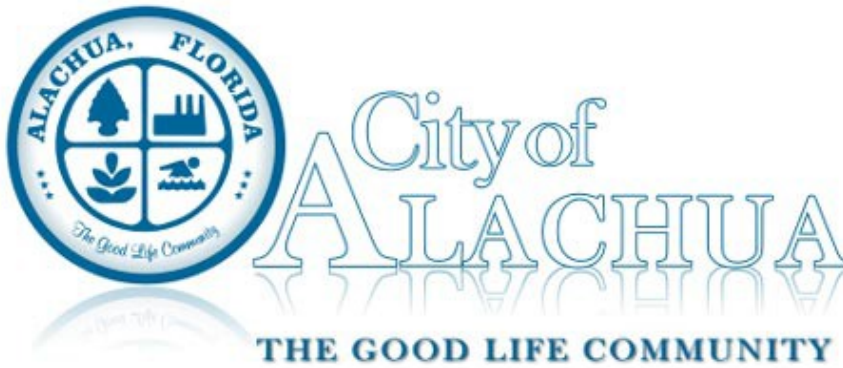
Briefly state why you want to be a member of the Senior Resources Advisory Board:

As a Senior citizen and recent retiree in  
Alachua, I am interested in the resources  
my community offers for enrichment,  
health and well being. I would like to  
partner with other agencies and private  
corporations to bring services to seniors.  
I bring education and experience in Public  
Services

Applicant's Signature: Asia Eichmiller, M.P.A.

Please return this application to the City Clerk's Office located at City Hall, 15100 NW 142nd Terrace, or mail application to:

City of Alachua  
ATTN: Planning and Community Development  
P.O. Box 9  
Alachua, FL 32616



March 10, 2025 – Senior Resource Advisory Board  
Term Ballot

\_\_\_\_\_ Asia Eichmiller

Please mark your ballot as yes or no.

\_\_\_\_\_ March 10, 2025

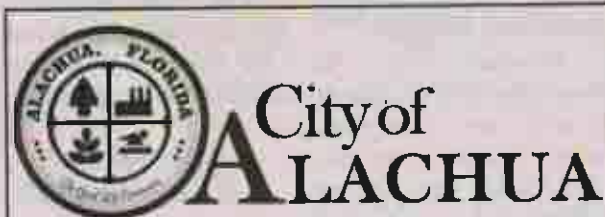
Signature

## Multi-Million Dollar Producers

**Antoinette & Randy Hunt**

352-533-0258 or 352-443-0263

**"Experience Makes The Difference"**



## Advisory Board Vacancy Senior Resources

The Alachua City Commission is accepting applications for one (1) vacancy on its Senior Resources Advisory Board. The appointment will be for a three-year term. Interested applicants must be willing to attend meetings on at least a quarterly basis and have a keen interest in senior resources.

To apply, you may obtain an application and information from either our website [www.cityofalachua.com](http://www.cityofalachua.com), or contact the City of Alachua at (386) 418-6100 to obtain a copy. Applications must be received by the City on or before **November 07, 2024, for consideration**. You may send your application Attention: City Clerk'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 - October 10, 2024 and October 24, 2024)

The center is likely to make landfall along the west coast of Florida on Wednesday night and move east northeastward across central Florida through Thursday.

DeSantis expanded the state of emergency to 61 counties, urging evacuations in coastal areas most vulnerable to storm surges, such as the Big Bend and Panhandle regions. Watches and warnings are in effect along the Gulf Coast, as the National Hurricane Center continues to monitor the storm's northward movement over the Gulf.

Evacuations from coastal areas began on Monday, Oct. 7, 2024. Tolls were suspended on facilities in West Florida and Central Florida as well as Alligator Alley and 595 Express to help facilitate traffic flow as Floridians evacuate.

The Florida Department of Transportation (FDOT) and the Florida Highway Patrol implemented Emergency Shoulder Use (ESU) on eastbound I-4 from Tampa to S.R. 417 in Central Florida and on Northbound I-75 in Tampa from North of I-4 to south of I-10 in Columbia County. This operation allows motorists to use the left shoulder as an extra lane in designated areas as well as keeps travel available in both directions, which helps to get people out and get supplies and resources in. Thousands of evacuees heeding official warnings have passed through Alachua County, both along I-75 and U.S. Highway 441 fleeing the impending catastrophic storm.

Residents should be mindful that after Hurricane Milton passes through, the immediate aftermath can be both dangerous and overwhelming.

Residents should wait for official announcements



*Traffic camera photograph courtesy Florida Department of Transportation*  
**A steady stream of traffic on Interstate 75 northbound through Alachua County Monday and Tuesday as escaped storm surge expected because of Hurricane Milton.**

from local authorities that it is safe to venture outside. Hazardous conditions, such as fallen trees, live power lines, and flooding, can still pose significant dangers.

Flooded streets or yards may seem navigable, but even shallow waters can be dangerous. Water may be contaminated with chemicals, sewage, or hidden debris. Additionally, floodwaters can conceal electrical hazards from downed power lines.

Before re-entering your home, check for visible damage such as structural instability, gas leaks, or electrical hazards. If you smell gas or suspect a leak, leave immediately and

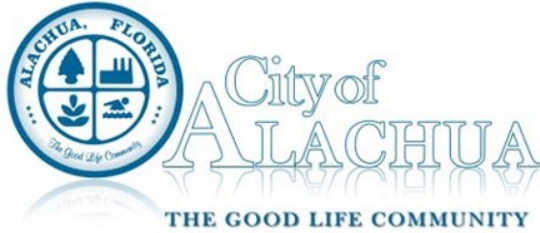
contact emergency services. Avoid using candles or open flames until you are sure there are no gas leaks.

If you are using a generator, be sure it is outdoors and away from windows to avoid carbon monoxide poisoning. Connect a generator to your home only if a licensed electrician has installed a switch.

Wear protective gear such as gloves, masks while cleaning up debris. Sharp objects and hazardous materials may be hidden in the rubble. Seek professional help for significant damage.

WHAT HAPPENS WHEN YOU  
NOTHING  
AND THAT CAN  
FOR BUSINESS  
Call 386.4  
to advertise  
ALACHUA COUNTY

LA  
**Boukari**  
Page 7 of 51



## Commission Agenda Item

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**MEETING DATE:** March 10, 2025

**SUBJECT:** Facility Use and Training Agreement between the City of Alachua Police Department and Santa Fe College Institute of Public Safety

**PREPARED BY:** Jesse Sandusky

**RECOMMENDED ACTION:**

The recommended action is to authorize the Mayor and City Manager's signature entering into an agreement between the City of Alachua Police Department and Santa Fe College Institute of Public Safety for facility use and training.

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### Summary

The Alachua Police Department and the Santa Fe College Institute of Public Safety (Police Academy) are looking to enter into a Facilities Use and Training Personnel Agreement. Currently, the Gainesville Police Department and the Alachua County Sheriff's Office have these agreements in place and are the only local law enforcement agencies to do so in the history of the police academy. This agreement will allow the Alachua Police Department's Training Staff to co-locate at the Institute and allow for the coordination of Basic Recruit Law Enforcement Training for new recruits as well as work with other local law enforcement agency training units to stay on top of the latest trends in law enforcement training. Other benefits of co-locating the Training Unit staff at the academy include first access to Basic Recruit classes as well as Law Enforcement Crossover classes for the purpose of recruiting qualified officers to our ranks within the Alachua Police Department, access to various training resources located only on academy grounds, and use of training facilities by the Alachua Police Department at no cost to the agency. Additionally, the Institute will provide office space and other facilities for our training staff. This is a very important move forward for the Alachua Police Department as we continue to grow and work to provide the very best in policing for our community.

### FINANCIAL IMPACT

### ADDITIONAL FINANCIAL INFORMATION

### COMMISSION GOALS

Community Enhancement

Strengthen Community Service

### **ATTACHMENTS**

1. Facilities Use and Training Personnel Agr with the City of Alachua

District Board of Trustees  
February 18, 2025



Agenda Item: 9.3  
408.2756, 24-25

*College Goal: Resources - Develop, obtain and allocate the necessary resources to implement the college's mission.*

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Facilities Use and Training Personnel Agreement with the City of Alachua

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The proposed 2025-2030 Facilities Use and Training Personnel Agreement with the City of Alachua will allow for personnel from the City of Alachua Police Department (APD) to use the Santa Fe College Institute of Public Safety (IPS) to conduct in-service training. Further, the City agrees to provide training personnel from APD to serve on-site at IPS full-time which will allow for additional instruction, advancement and specialized training. This proposed Agreement will provide a benefit to both APD and the College. If approved, the term of this Agreement will extend from the effective date until January 31, 2030, unless earlier terminated.

**Board Action Requested**

**Approval**

## **2025-2030 FACILITIES USE AND TRAINING PERSONNEL AGREEMENT BETWEEN SANTA FE COLLEGE AND THE CITY OF ALACHUA**

This Agreement is made and entered to be effective as of the last date of signature below, between THE DISTRICT BOARD OF TRUSTEES OF SANTA FE COLLEGE, FLORIDA (hereinafter referred to as "College") and the City of Alachua, Florida, a municipal corporation (hereinafter referred to as "City"), for the purpose of providing training personnel from the Alachua Police Department (hereinafter referred to as "APD") to the Institute of Public Safety of Santa Fe College (hereinafter referred to as "IPS") and providing the use of IPS facilities to APD. The College and the City will collectively be referred to herein as the "parties".

WHEREAS, APD benefits from the use of College facilities to conduct its in-service training; and

WHEREAS, IPS benefits from the assistance of local law enforcement professionals to assist its Selection Center Advisory Committee and to coordinate and instruct in basic recruit, advanced, and specialized training; and

WHEREAS, the parties wish to engage in the intergovernmental interchange of public employees as allowable under Florida law.

For and in consideration of the mutual benefits received by the City and by the College as set forth herein, the City and the College hereby agree as follows:

1. **APD shall abide by the following as to its training personnel under the terms and conditions set forth herein:**
  - a. **Personnel:** During the term of this Agreement or for periods set forth herein, the City agrees to provide training personnel from APD to serve on-site at IPS full-time. One of the personnel shall be designated as the training commander for purposes of this Agreement. Although not College employees for the purposes of this Agreement, said APD personnel shall comply with all laws, rules, and regulations governing College employees while performing work on College premises or otherwise participating in any activity related to this Agreement, subject to removal as designated training personnel, if appropriate. If it becomes apparent to the IPS Director or to the City that removal of any designated training personnel could be warranted, (a) the IPS Director or the City or its designees will notify one another about the circumstances; (b) the City or its designee will initiate any investigative and/or other appropriate internal review processes that are consistent with APD policies, directives, or labor agreements; (c) the outcome of all APD investigative and/or internal review processes will be shared with the IPS Director; (d) the IPS Director and the College have the authority to remove any subject employees from the designated training personnel assignment at IPS; and (e) either party may determine that immediate temporary removal of APD personnel from the assignment at IPS is warranted. The SF Rules and Procedures Manual is posted on the College's website (presently at <https://www.sfccollege.edu/rules/>). APD personnel will maintain awareness of and follow SF rules and procedures that are relevant to this Agreement at all times.

- b. **Duties:** The duties of the training personnel are listed below; any modifications or additions to these duties will be documented by memorandum between the contract administrators identified herein, and shall otherwise be subject to all the provisions of this Agreement:
- (1) to act as a liaison between IPS and APD for training matters;
  - (2) to set up, coordinate, supervise, and instruct in-service classes offered by APD for its personnel and occasionally sworn personnel from other agencies within the facility use parameters set forth herein with which IPS has no involvement except with regard to scheduling classrooms and providing other support as expressly set forth herein;
  - (3) to maintain APD in-service training records;
  - (4) to act as class coordinator for at least one IPS basic recruit courses per year, as well as advanced and/or specialized courses as mutually agreed upon;
  - (5) to assist in teaching classes in basic, advanced, or specialized courses while assigned to IPS, a minimum of 100 contact hours per calendar year by APD personnel in aggregate at no cost to IPS;
  - (6) to serve on or otherwise support the IPS Criminal Justice Selection Center Advisory Committee;
  - (7) to assist the IPS Selection Center with policy guidance and provide limited background support as needed; and
  - (8) to assist with the design, development, and production of scenarios relating to IPS' LaserShot system and Scenario Weekend activities
  - (9) to provide such other services and supervision as mutually agreed upon in writing by the contract administrators.
- c. **Certification:** To the extent that the training personnel are teaching IPS classes as set forth in Section I.b.(5), above, said training personnel shall meet the qualifications of an instructor as established by the College and the Florida Criminal Justice Standards and Training Commission.
- d. **Supervision:** APD personnel shall at all times remain employees of APD and under the direct supervision and control of the City. The Director of IPS shall coordinate the activities of the training personnel assigned to IPS with regard to classes taught and coordinated for IPS. IPS staff shall have no control over the substantive curricula offered by APD for its in-service training. The City agrees that it shall instruct all of its employees and representatives that they are expected to conduct business in a professional manner, and to abide by the same rules of conduct applicable to personnel at the College at any and all times when they are present at SF or otherwise participating in any activity related to this Agreement. Failure of the City's employees to comply with all appropriate rules, laws, and regulations, including but not limited to laws prohibiting discrimination and harassment, may result in removal of the noncomplying individual from campus or from participating in any activity related to this Agreement.
- e. **Reporting and Accountability:** A report of the training activities at IPS shall be provided to IPS on either a monthly, quarterly, or yearly basis as agreed by APD and the Director of IPS. The format for recording and reporting training shall be

mutually acceptable to APD and the College and shall be in sufficient detail to allow IPS to track contact hours of all trainees (e.g., in-service training rosters, firearms range use forms).

- f. **Payroll and Benefits:** The individuals assigned by APD to IPS shall continue on the payroll of APD and shall continue to receive all employment benefits from APD as other members in the same classification in APD while assigned to IPS. For the purposes of this Agreement, said individuals shall remain full time employees of APD and shall not be considered employees of the College and shall not be entitled to compensation or benefits from the College for work they perform while on duty for APD. This would not preclude an APD employee from serving as an adjunct instructor at IPS, however, although such activities would not be related in any way to this Agreement.
  - g. **Liability:** APD retains all liability and responsibility for its in-service curricula; admission of students for in-service training or selection processes; policies, practices, and procedures utilized by APD; workers' compensation and other employment or accident-related responsibilities; and all activities conducted by APD personnel at the College's facilities or otherwise applicable under this Agreement.
2. **The College will provide the following to APD staff assigned at IPS, located at 3737 NE 39th Avenue, Gainesville, Florida, upon approval by the Director of IPS, subject to the stated terms and conditions:**
- a. Office space for a minimum of two APD training personnel equipped with telephones including long distance access for business related to this Agreement. APD will provide its own computers and network access. The College may provide additional offices, on a space-available basis, at its discretion.
  - b. Access to a copier for preparation of training materials (limited to 15,000 copies per year).
  - c. Training facilities for up to 300 block hours of in-service training per year. For these purposes, in-service training includes non-APD personnel from another agency who attend an in-service class arranged by and consisting primarily of APD personnel.
  - d. Storage space for weapons and ammunition within the IPS vault, if available.

If the College provides any supplies for APD assigned personnel consumed during training activities, the City shall pay for the costs of such supplies, which may include items such as ammunition, targets, and instructional materials.

3. **Uses and Staffing of Facilities Other Than Sections 1-2 Above**

This section is intended to expedite the process for use of facilities by APD for circumstances unrelated to College activities or events such as those contemplated by the standard facilities use policies and procedures at the College.

- a. **Priorities:** The Director of IPS will approve all uses of facilities according to the following priorities in accordance with College Rules 6.4 and 6.4P: Use of College Facilities, as may be amended, in order:
- (1) IPS Basic Recruit and Emergency Medical Services ("EMS") degree and certificate program courses
  - (2) IPS EMS and Criminal Justice Continuing Workforce Education courses
  - (3) College use of IPS
  - (4) APD/ASO/GPD use for in-service training
  - (5) APD/ASO/GPD training use other than for their respective agency
  - (6) Other public agency use
  - (7) Non-profit outside users
  - (8) For-profit outside users
- b. **Alterations:** No alterations shall be made to IPS office space or other College facilities or property without written approval of the College.
- c. **APD Property:** All of the City's personal property of any kind, nature, or description whatsoever that is kept, stored, or maintained in or upon any College facility shall be kept, stored, or maintained at the sole risk and responsibility of APD.
- d. **Compliance with Laws, Rules, and Regulations:** APD's use of any and all College facilities shall be in accordance with all applicable laws, rules, and regulations.
- e. **Scheduling of Facilities:** APD agrees to schedule all uses of IPS facilities through the IPS administrative office. Approval must be granted by the IPS Director or his/her designee prior to use of the facilities.
- f. **Insurance:** APD shall ensure that a current certificate of insurance or letter of self-insurance is provided to IPS as proof of insurance for activities conducted.
- g. **IPS Obstacle/Agility ("O/A") Course:** In addition to the foregoing, the following terms and conditions apply specifically to use of the IPS O/A Course located at the College when such course participants are APD personnel (in-service training):
- (1) The participants are employed by APD (not pre-hire candidates, guests, etc.). This includes full-time, part-time, and reserve personnel.
  - (2) The participants are in compliance with all relevant APD policies pertaining to employee physical fitness, including all requirements regarding periodic medical examinations.
  - (3) Two or more persons employed by APD who administer and/or participate in obstacle course activities hold current training certifications in first-aid, cardiopulmonary resuscitation (CPR), and automatic external defibrillator (AED) from a recognized authority such as the American Red Cross, the American Heart Association, or the National Highway Traffic Safety Administration. A person who is licensed by the State of Florida as an emergency medical technician or paramedic would meet this condition. These

persons must have immediate access to a first-aid kit and a properly functioning AED and have immediate access to the emergency medical services system of Alachua County or the City of Gainesville through two-way radio communication and/or cellular telephone service.

- (4) These activities will count toward the calculation of APD's in-service training contact hours.

h. **Activities Involving Persons who are not APD Personnel:** The following conditions must be met at all times during activities directed by APD when any participants are not APD personnel (not in-service training):

- (1) APD will verify students' eligibility to lawfully participate in activities conducted. For example, if a driving program is presented to members of the general public, APD will ensure that the students are licensed to operate the vehicle(s) to be used in the course and that the students carry automobile insurance. For a driving program, APD shall provide IPS with photocopies of a valid driver's license (including appropriate endorsements) and proof of insurance relating to every student participating in the aforementioned programs, if requested by IPS; notwithstanding the foregoing, IPS has no duty to the students and the ability to request the verification does not create such a duty.
- (2) Activities conducted by APD for the benefit of the public and approved by IPS will not count toward the calculation of APD's in-service training contact hours.
- (3) The College may charge APD for the use of IPS facilities in accordance with College rules and fee schedules, or may waive any charges, at the discretion of the College.
- (4) APD shall ensure that a properly staffed ambulance is present when the IPS obstacle course is used when participants are not APD personnel, such as pre-hire candidates or guests.

4. **Facilities Use Forms:** The City shall complete the standard College Facilities Use form and comply with its requirements for all uses of College facilities not within the scope of this Agreement.

5. **Negligence; Sovereign Immunity:** Each party assumes any and all risks of personal injury and property damage with respect to the negligent acts or omissions of its officers, employees, and agents while acting within the scope of their respective employment. The parties further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents, political subdivisions, and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

6. **Term:** The term of this Agreement shall commence on the last date of signature below, and end on January 31, 2030. Either party may terminate this Agreement by giving the other party not less than thirty (30) days' advance written notice of its intent to cancel or withdraw from this Agreement, with or without cause.

7. **Termination:** In the event the Agreement is terminated prior to its natural expiration date, the College shall pay the City a prorated amount for any service rendered by APD to the College up to and including the day of termination. The City shall pay the College a prorated amount for any facilities use, materials, or service due on the date of termination, including the charges for any fees and/or supplies that have been ordered and cannot be cancelled by the College.
8. **Notices:** For the purposes of written notice by either party to the other, the name and address of the City's and College's contract administrators are:

City: Chief of Police  
Alachua Police Department  
Cc: City Manager  
PO Box 9; Alachua FL 32616

College: Director  
Institute of Public Safety at Santa Fe College  
3000 NW 83rd Street; Gainesville FL 32606

Except as otherwise provided herein, any notice, acceptance, request, or approval from either party to the other shall be in writing, delivered by certified mail (return receipt requested), and deemed to have been received when either deposited in a United States Postal Service mailbox or personally delivered with signed proof of delivery addressed to the individuals referenced above.

9. **Termination by College or City for Lack of Funding:** The obligations and responsibilities of the College and City under this Agreement are subject to the future appropriation of funds by the Florida Legislature to College and to the City (APD) by the City Commission in any amount sufficient to allow continuation of either the College or the City hereunder for each and every fiscal year following in which this Agreement is in effect. Either party shall, upon receipt of notice that sufficient funds are not available to continue its full and faithful performance hereunder, provide written notice to the other of such event. Effective thirty (30) days after the filing of notice by one or both parties or upon the expiration of the period of time for which funds were sufficiently appropriated, whichever occurs first, the relevant party shall be thereafter relieved of all further obligations and responsibilities to the other under this Agreement.
10. **Amendments:** This Agreement may be amended by mutual written agreement of the parties and may be changed only by such written amendment.
11. **Non-Waiver:** The failure of either party to exercise any right shall not be considered a waiver of such right in the event of any further default or noncompliance.
12. **Severability:** If any provision(s) of this Agreement shall be declared illegal, void, or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

13. **Governing Law:** This Agreement shall be governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.
14. **Entire agreement:** This Agreement contains all the terms and conditions agreed upon by the parties. This Agreement supersedes all other Training Officer Agreements and amendments between these parties.
15. **Non-discrimination:** Neither party shall discriminate against any student or other individual based on ethnicity, race, creed, color, religion, age, disability, gender, pregnancy status, gender identity, sexual orientation, marital status, national origin, genetic information, political opinions or affiliations, and veteran status in carrying out the terms of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed and to be effective from the day and year first above written.

City of Alachua,  
Florida

The District Board of Trustees of  
Santa Fe College, Florida

\_\_\_\_\_  
Gib Coerper

  
\_\_\_\_\_  
Emery A. Gaaney, Chair

Date: \_\_\_\_\_

Date: 2-18-25

ATTEST:

*Santa Fe College*

BY: \_\_\_\_\_  
Mike DaRoza, City Manager/ City Clerk

  
\_\_\_\_\_  
Approved by VP and  
Governmental Affairs

\_\_\_\_\_  
Date

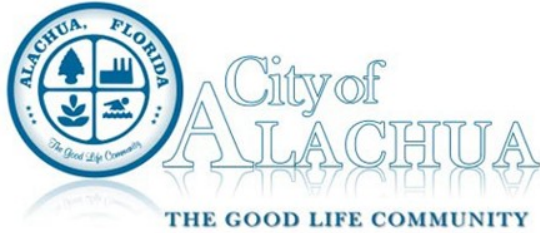
  
\_\_\_\_\_  
Approved as to Form

APPROVED AS TO FORM

  
\_\_\_\_\_  
Approved as to Funds/Insurance

BY: \_\_\_\_\_  
Marian Rush, City Attorney

\_\_\_\_\_  
Date



## Commission Agenda Item

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**MEETING DATE:** March 10, 2025

**SUBJECT:** Resolution 25-04: Urging the Florida State Legislature to enact legislation to provide a public records exemption for municipal clerks and employees who perform municipal elections work or have any part in code enforcement functions of a city.

**PREPARED BY:** LeAnne Williams, Deputy City Clerk

**RECOMMENDED ACTION:**

Adopt Resolution 25-04

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### Summary

The proposed resolution is an initiative of the Florida Association of City Clerks (FACC). The intent is to encourage state legislators to enact legislation to provide records exemption for municipal clerks and employees who perform municipal elections work or have any part in code enforcement. Employees in these roles are sometimes subject to threats of violence and retaliation, due to the sensitive nature of their duties. Inclusion of employees in these roles under Florida public records exemptions would provide more protections.

### FINANCIAL IMPACT

### ADDITIONAL FINANCIAL INFORMATION

### COMMISSION GOALS

### ATTACHMENTS

1. R25-04\_Support for Public Records Exemptions

**RESOLUTION 25-04**

**A RESOLUTION OF THE CITY OF ALACHUA, FLORIDA; URGING THE FLORIDA STATE LEGISLATURE TO ENACT LEGISLATION TO PROVIDE A PUBLIC RECORDS EXEMPTION FOR MUNICIPAL CLERKS AND EMPLOYEES WHO PERFORM MUNICIPAL ELECTIONS WORK OR HAVE ANY PART IN CODE ENFORCEMENT FUNCTIONS OF A CITY AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, many municipal staff who perform duties that include, or result in, investigations into complaints regarding election fraud, legal enforcement of hearings that could lead to a criminal prosecution or code enforcement actions are exposed to threats and other acts of violence; and

**WHEREAS**, municipal clerks often administer elections and some election workers have been targeted for threats and violence due to the nature of materials they are responsible for; and

**WHEREAS**, municipal clerks are often involved in legal enforcement proceedings in actions related to violations of codes and ordinances and, occasionally, these proceedings have led to retaliation and threats by defendants; and

**WHEREAS**, currently public records exemptions in Florida include those for local personnel who either investigate, enforce or otherwise provide a service that can result in contentious interactions when action is taken and municipal clerks and their staffs fall within the need for a window for greater protections; and

**WHEREAS**, the Florida Association of City Clerks is very concerned for the safety and well-being of the municipal clerks and their staffs who serve the public on a daily basis and are, oftentimes, the first contact of citizens with cities; and

**WHEREAS**, the City of Alachua has complied with all requirements and procedures of Florida law in processing and adopting this Resolution.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ALACHUA, FLORIDA AS FOLLOWS:**

1. The City Commission of the City of Alachua hereby adopts the recitals set forth in this Resolution (whereas clauses) as the legislative findings of the City Commission.
2. The Mayor and City Commission of the City of Alachua, Florida hereby urges and encourages the Florida State Legislature to enact legislation to provide a public records exemption for municipal clerks and employees who perform municipal elections work or have any part in code enforcement functions of a municipality.
3. The Mayor and City Commission of the City of Alachua, Florida express a profound appreciation for the actions in support of the City in past years and look forward to a continuing and productive relationship with regard to the needs of the citizens of the City of Alachua as well as those who conduct business or own property within the City.
4. The City Clerk is hereby directed and authorized to send a certified copy of this Resolution to Governor Ron DeSantis and each State Representative and State Senator serving in the Alachua County Legislative Delegation.

**DULY ADOPTED** in regular session, this 10<sup>th</sup> day of March, 2025.

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

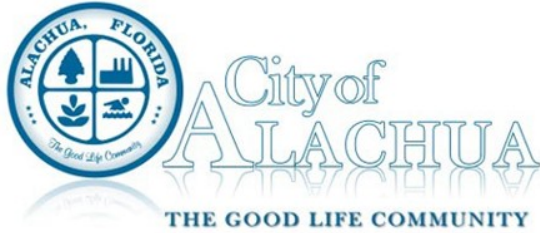
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**Gib Coerper, Mayor**

**ATTEST:**

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**Mike DaRoza, City Manager/Clerk**



## Commission Agenda Item

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**MEETING DATE:** March 10, 2025

**SUBJECT:** RESOLUTION 25-05: A RESOLUTION OF THE CITY OF ALACHUA, FLORIDA, OPPOSING SENATE BILL 1416 PREEMPTING MUNICIPAL ELECTION DATES; REPEALING ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

**PREPARED BY:** LeAnne Williams, Deputy City Clerk

**RECOMMENDED ACTION:**

Adopt Resolution 25-05

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### Summary

The State of Florida legislators have proposed a bill to change the Election dates for all municipalities to the General Election. Most concerning, the proposed statute states, "preempting to the state the authority to establish election dates for municipal elections." This is a strike against Home Rule. Therefore, it is prudent for the City of Alachua to oppose Senate Bill 1416 as it undermines Home Rule by stripping municipalities of their authority to set their own election dates. This bill disregards the authority of local governance, centralizes decision-making at the state level, and weakens the autonomy of municipalities.

### FINANCIAL IMPACT

### ADDITIONAL FINANCIAL INFORMATION

### COMMISSION GOALS

### ATTACHMENTS

1. Resolution 25-05
2. Statute
3. Text - SB1416

**RESOLUTION 25-05**

**A RESOLUTION OF THE CITY OF ALACHUA, FLORIDA, OPPOSING SENATE BILL 1416 PREEMPTING MUNICIPAL ELECTION DATES; REPEALING ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, municipal home rule powers include all governmental, corporate, and proprietary powers necessary to conduct municipal government, perform municipal functions, and render municipal services for the unique benefit of the people who live and work within a municipality; and

**WHEREAS**, Floridians' constitutional right to govern themselves locally, under municipal home rule powers and pursuant to their adopted municipal charters, is being increasingly eroded and limited by actions of the Florida Legislature; and

**WHEREAS**, under the Florida Constitution and Section 166.021, Florida Statutes, municipalities are given broad home rule powers; and

**WHEREAS**, as part of their home rule powers, municipalities should be responsible for the choice of when and where to hold their own elections; and

**WHEREAS**, the City of Alachua has repeatedly fought to protect local government's home rule power against intrusions by the State; and Cities are a separate and independent governing body closer to the electorate; and

**WHEREAS**, the City of Alachua has a unique City Clerk's Office whose primary responsibility is to hold independent elections; and

**WHEREAS**, City elections should not be a down-ballot portion of a national and general election; and

**WHEREAS**, Cities are as fundamental to government as a family to society and deserve a standalone decision of citizens; and

**WHEREAS**, the City of Alachua does not believe this is a delegated decision of the State Florida legislature by We The People; and

**WHEREAS**, the City of Alachua deems it to be in the best interests of the citizens and residents of the City to oppose SB1416, Election Dates for Municipal Office; and

**WHEREAS**, the City of Alachua has complied with all requirements and procedures of Florida law in processing and adopting this Resolution.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ALACHUA, FLORIDA THAT:**

**Section 1.** The City Commission of the City of Alachua hereby adopts the recitals set forth in this Resolution as the legislative findings of the City Commission.

**Section 2.** The Mayor and City Commission of the City of Alachua, Florida, express a profound appreciation for the Legislative Delegation's actions in support of the City in past years and look forward to a continuing and productive relationship with regard to the needs of the citizens of the City of Alachua as well as those who conduct business or own property within the City.

The City Clerk is hereby directed and authorized to send a certified copy of this Resolution to Governor Ron DeSantis, the Bill's sponsors, each State Representative, and the State Senator serving in the Alachua County Legislative Delegation.

**Section 3.** All resolutions or portions of resolutions in conflict with this resolution are hereby repealed to the extent of such conflict.

**Section 4.** This resolution shall become effective upon adoption.

**DULY ADOPTED** in regular session, this 10th day of March 2025.

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

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**Gib Coerper, Mayor**

**ATTEST:**

**APPROVED AS TO FORM:**

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**Mike DaRoza, City Manager/Clerk**

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**Marian Rush, City Attorney**

**As the bill would appear in the Florida Statutes:**

**SB 1416: Election Dates for Municipal Office**

GENERAL BILL by [DiCeglie](#)

Election Dates for Municipal Office; Requiring that elections for municipal offices be held on the same date as the general election; preempting to the state the authority to establish election dates for municipal elections; requiring that municipal recall elections be held concurrently with municipal elections under certain conditions; repealing provisions relating to change of dates for cause in municipal elections, etc.

**Effective Date:** 7/1/2025

**Last Action:** 2/26/2025 Senate - Filed

By Senator DiCeglie

18-01480-25

20251416\_\_

1 A bill to be entitled

2 An act relating to election dates for municipal

3 office; amending s. 100.3605, F.S.; requiring that

4 elections for municipal offices be held on the same

5 date as the general election; requiring a municipality

6 that requires a runoff format to hold its initial

7 election on the same date as the primary election and

8 the runoff election on the same date as the general

9 election; providing an exception; preempting to the

10 state the authority to establish election dates for

11 municipal elections; amending s. 100.361, F.S.;

12 requiring that municipal recall elections be held

13 concurrently with municipal elections under certain

14 conditions; repealing s. 101.75, F.S., relating to

15 change of dates for cause in municipal elections;

16 extending the terms of incumbent elected municipal

17 officers until the next municipal election; providing

18 an effective date.

19

20 Be It Enacted by the Legislature of the State of Florida:

21

22 Section 1. Section 100.3605, Florida Statutes, is amended

23 to read:

24 100.3605 Conduct of municipal elections.—

25 (1) The Florida Election Code, chapters 97-106, shall

26 govern the conduct of a municipality's election in the absence

27 of an applicable special act, charter, or ordinance provision.

28 No charter or ordinance provision may ~~shall~~ be adopted which

29 conflicts with or exempts a municipality from any provision in

30 the Florida Election Code that expressly applies to

31 municipalities.

32 (2) (a) Except as provided in paragraph (b):

33 1. Each election for municipal office within a county must  
34 be held on the same date as the general election.

35 2. If a municipal charter or ordinance requires a runoff  
36 format for the municipality's elections for municipal office,  
37 the municipality must hold its initial election on the same date  
38 as the primary election on the Tuesday 11 weeks before the  
39 general election, and the runoff must be held on the same date  
40 as the general election.

41 (b) This section does not affect the manner in which  
42 vacancies in municipal office are filled or recall elections for  
43 municipal officers are conducted.

44 (c) Notwithstanding any general law, special law, local  
45 law, municipal charter, or municipal ordinance, this subsection  
46 provides the exclusive method for establishing the dates of  
47 elections for municipal office in this state. Any general law,  
48 special law, local law, municipal charter, or municipal  
49 ordinance that conflicts with this subsection is superseded to  
50 the extent of the conflict.

51 (3) The governing body of a municipality may, by ordinance,  
52 ~~change the dates for qualifying and for the election of members~~  
53 ~~of the governing body of the municipality and~~ provide for the  
54 orderly transition of office resulting from election ~~such~~ date  
55 changes.

56 Section 2. Subsection (4) of section 100.361, Florida  
57 Statutes, is amended to read:

58 100.361 Municipal recall.—

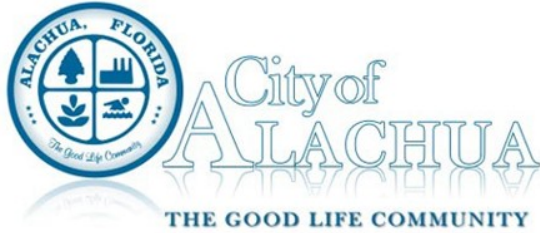
59 (4) RECALL ELECTION.—If the person designated in the  
60 petition files with the clerk, within 5 days after the last  
61 mentioned notice, his or her written resignation, the clerk must  
62 immediately ~~shall at once~~ notify the governing body of that  
63 fact, and the resignation is ~~shall be~~ irrevocable. The governing  
64 body shall then proceed to fill the vacancy according to the  
65 provisions of the appropriate law. In the absence of a  
66 resignation, the chief judge of the judicial circuit in which

67 the municipality is located shall fix a day for holding a recall  
68 election for the removal of those not resigning. Any such  
69 election must ~~shall~~ be held not less than 30 days or more than  
70 60 days after the expiration of the 5-day period last-mentioned  
71 and at the same time as any other general, municipal, or special  
72 election held within the period; but if no such election is to  
73 be held within that period, the judge must ~~shall~~ call a special  
74 recall election to be held within the period aforesaid.

75 Section 3. Section 101.75, Florida Statutes, is repealed.

76 Section 4. To provide for an orderly transition of office,  
77 the terms of incumbent elected municipal officers are extended  
78 until the next municipal election held in accordance with this  
79 act.

80 Section 5. This act shall take effect July 1, 2025.



## Commission Agenda Item

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**MEETING DATE:** March 10, 2025

**SUBJECT:** SETTLEMENT AGREEMENT between Govinda Carol, six other Plaintiffs, and the City of Alachua, in Case No.: 2022-CA-3623, IN THE CIRCUIT COURT OF THE EIGHTH JUDICIAL CIRCUIT, IN AND FOR ALACHUA COUNTY, FLORIDA (referred to below as the “Case”)

**PREPARED BY:** Marian Rush, City Attorney

**RECOMMENDED ACTION:**

Move for the City Commission of the City of Alachua to approve the attached Settlement Agreement and authorize the Mayor, Clerk, and City Attorney to sign it.

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### Summary

On November 15, 2022, Govinda Carol and six other plaintiffs filed a three-count Complaint for Declaratory and Injunctive Relief against the City of Alachua. The case involved structures constructed by one or more of the Plaintiffs and placed on property owned by one or more of the Plaintiffs. When the City’s Building Official issued a Building Code Violation letter mandating that all structures be removed from the City of Alachua, the Plaintiffs filed the Complaint. The City denied any wrongdoing in connection with the issuance of the Building Code Violation letter and other allegations made by the Plaintiffs. Written discovery, depositions of some fact, and expert witnesses have been completed in this Case. The City has prepared and filed a Motion for Summary Judgment requesting a Summary Final Judgment be entered in favor of the City of Alachua. Thereafter, the Plaintiffs initiated settlement discussions. The Motion for Summary Judgment is set for hearing on March 19, 2025.

The terms of the proposed Settlement Agreement, which is attached hereto, have been negotiated and discussed between the City Manager, the City Attorney, and outside litigation Counsel, David Theriaque, who all recommend the City approve this Settlement Agreement. A summary of the terms of the Settlement Agreement are:

1. Plaintiffs shall file a Notice of Voluntary Dismissal with Prejudice (so it cannot be refiled) of the Case within three days of the Effective Date of the Settlement Agreement. Plaintiffs have already executed the proposed Settlement Agreement, so its Effective Date will be March 10, 2025, if the City approves it tonight.
2. Within ninety (90) days of the Effective date, the remaining structures shall be removed from the City;

3. Each Plaintiff represents that they do not own, rent, or have a beneficial interest in any property where any other “structures” are located in the City of Alachua;
4. The City is not in any way precluded from enforcing its Comprehensive Plan, Ordinances, or Land Development Regulations as a result of the Case;
5. All parties shall pay their own costs and attorney’s fees in connection with the Case; and
6. If the Plaintiffs do not comply with the terms of the Settlement Agreement, the City can proceed against them and seek costs and attorney’s fees.

## **FINANCIAL IMPACT**

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## **ADDITIONAL FINANCIAL INFORMATION**

There is no financial impact to the City in connection with this Settlement Agreement as no money is being paid in exchange for Plaintiffs dismissing the Case with prejudice.

The City will save a substantial amount of money by settling the case as it will not have to pay for counsel to prepare for and argue the Summary Judgment Motion and, potentially, to prepare for and conduct the trial in the Case that is presently set for the entire week of April 28, 2025.

## **COMMISSION GOALS**

## **ATTACHMENTS**

1. Settlement Agreement (Executed by Plaintiffs) dated 3-3-25

IN THE CIRCUIT COURT OF THE EIGHTH JUDICIAL CIRCUIT  
IN AND FOR ALACHUA COUNTY, FLORIDA

GOVINDA CAROL,  
KRSNA BALYNAS,  
SIMPLIFY FURTHER, LLC  
A Florida Limited Liability Company  
MICHELLE BALYNAS,  
MICHAEL BERTUCCI,  
DHYANA MASLA, and  
BRADLEY TANSEY,

Case No: 01-2022-CA-3623  
Division: K

Plaintiffs,

v.

CITY OF ALACHUA, a political  
Subdivision of the State of Florida,

Defendant.

\_\_\_\_\_ /

**SETTLEMENT AGREEMENT**

THIS SETTLEMENT AGREEMENT ("Agreement") is made and entered into on this \_\_\_\_\_ day of April 2025, by and between Plaintiffs GOVINDA CAROL, KRSNA BALYNAS, SIMPLIFY FURTHER, LLC, MICHELLE BALYNAS, MICHAEL BERTUCCI, DHYANA MASLA, and BRADLEY TANSEY ("Plaintiffs") and Defendant CITY OF ALACHUA, a political Subdivision of the State of Florida ("City").

**RECITALS:**

WHEREAS, on September 20, 2023, the Plaintiffs filed a Second Amended Complaint for Declaratory and Injunctive Complaint in Case No: 01-2022-CA-3623 ("Litigation"), as further described in the above style of this case.

WHEREAS, the Plaintiffs and the City desire to enter into this Agreement for the purposes of resolving the Litigation and are motivated by a desire to avoid the costs, time, and uncertainty associated with further litigation and to arrive at a fair and reasonable agreement to resolve their dispute.

NOW, THEREFORE, in consideration of the terms and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Plaintiffs and the City (collectively, the "Parties"), intending to be legally bound, agree as follows:

1. **Recitals.** The above-referenced recitals are true and correct and are hereby incorporated into this Agreement for all purposes.

2. **Terms of Agreement.** In connection with the Parties' mutual execution of this Agreement and the covenants and terms herein, the Parties agree as follows:

- A. Within ninety (90) days of the Effective Date of this Agreement, Plaintiffs Govinda Carol, Krsna Balynas, and Simplify Further, LLC, shall remove the two (2) structures located at **16246** NW 141st St., Alachua, Florida, which such Plaintiffs refer to as either "Tiny Homes" and/or RVs.
- B. Within ninety (90) days of the Effective Date of this Agreement, Plaintiffs Govinda Carol, Krsna Balynas, and Simplify Further, LLC, shall remove the two (2) structures located at **16280** NW 141st St., Alachua, Florida, which such Plaintiffs refer to as either "Tiny Homes" and/or RVs.
- C. The Parties shall bear the fees and costs of their respective counsel, experts, and consultants in the Litigation and in the preparation of this Agreement, and the Parties expressly waive any and all rights to pursue an award of attorneys' fees and costs in the Litigation except as otherwise provided herein.
- D. Each Plaintiff represents and affirms that, as of the Effective Date of this Agreement, none of them have on their property, or located anywhere else in the City of Alachua, a structure he, she, or it owns, rents, or have a beneficial interest in which the Plaintiffs refer to as either "Tiny Homes" and/or "RVs."
- E. The Plaintiffs shall file a Notice of Voluntary Dismissal With Prejudice in the Litigation within three (3) days of the Effective Date of this Agreement.

3. **Scope of Agreement.** It is expressly understood and agreed that this Agreement shall not become binding upon the City unless and until the City Commission approves this Agreement at a public meeting, as is required by Florida law. The City Commission shall consider this Agreement at an open meeting of the City Commission on March 10, 2025. If the City Commission approves this Agreement, it shall become final and effective. In the event the City Commission does not vote to approve this Agreement, it shall be null and void and the Parties shall retain all of their rights, including, but not limited to, continuing with the Litigation. No term or condition of this Agreement shall be construed as to proscribe, limit, or affect the ability of the City Commission to enforce its Comprehensive Plan, its Code of Ordinances, and its Land Development Code.

4. **Authority.** Each Party represents and warrants, with respect to itself, that the execution and delivery of this Agreement has been authorized by all necessary action of each Party, and that this Agreement constitutes the legal, valid, and binding agreement of each Party, enforceable in accordance with its terms.

5. **Governing Law; Venue.** This Agreement shall be construed, interpreted, enforced, and governed in accordance with the laws of the State of Florida. Venue for any action arising out of or related to this Agreement shall be in the Circuit Court in Alachua County, Florida.

6. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the respective successors, heirs, assigns, agents, trustees, and representatives of the Parties.

7. **Non-Waiver.** Failure by the Parties to insist upon the strict performance of any of the terms, conditions, or provisions of this Agreement shall not be deemed to be a waiver of such terms, conditions, and provisions, and any Party, notwithstanding such failure, shall have the right hereafter to insist upon the strict performance of any or all such terms and conditions of this Agreement as set forth herein.

8. **Mutual Releases.**

A. The Plaintiffs hereby waive and release, acquit, satisfy, and forever discharge the City, including its elected officials and employees, and any and all affiliates, legal representatives, insurance carriers, successors, and assigns thereof (collectively, the "City's Related Parties"), from any and all claims, counterclaims, defenses, actions, causes of action, suits, controversies, agreements, promises, and demands whatsoever which the Plaintiffs ever had or now have, in law or in equity, for, upon, or by any reason of any matter, cause, or thing whatsoever in direct connection with any claim raised, or which may have been raised, by any Party in the Litigation as of the Effective Date of this Agreement. In addition, and without waiving the generality of the foregoing, the Plaintiffs covenant with and warrant to the City, including the City's Related Parties, that there exist no claims, counterclaims, defenses, objections, offsets, or claims of offsets by the Plaintiffs against the City, including the City's Related Parties, with regard to any claim raised by any Party in the Litigation that are not included in and covered by this Agreement. The release set forth in this provision does not apply to any rights granted by or arising from this Agreement.

B. The City hereby waives and releases, acquits, satisfies, and forever discharges the Plaintiffs, including its legal representatives, insurance carriers, successors, heirs, and assigns thereof (collectively, the "Plaintiffs' Related Parties"), from any and all claims, counterclaims, defenses, actions, causes of action, suits, controversies, agreements, promises, and demands whatsoever which the City ever had or now has, in law or in equity, for, upon, or by any reason of any matter, cause, or thing whatsoever in direct

connection with any claim raised, or may have been raised, by any Party in the Litigation as of the Effective Date of this Agreement. In addition, and without waiving the generality of the foregoing, the City covenants with and warrants to the Plaintiffs, including the Plaintiffs' Related Parties, that there exist no claims, counterclaims, defenses, objections, offsets, or claims of offsets by the City against the Plaintiffs, including the Plaintiffs' Related Parties, with regard to any claim raised by any Party in the Litigation that are not included in and covered by this Agreement. The release set forth in this provision does not apply to any rights granted by or arising from this Agreement.

- C. The foregoing releases shall be of no force and effect should this Agreement terminate and become null and void as provided in Paragraph 3 above.

9. **Construction; Headings.** The Parties acknowledge that they participated in the negotiation and drafting of the terms of this Agreement and acknowledge that no provision shall be strictly construed against one party or the other based solely on draftsmanship. The Parties have entered into this Agreement after consultation with their respective attorneys without duress, coercion, or under undue influence of any kind, and are motivated by a desire to avoid the costs, time, and uncertainty associated with litigation, including the Litigation, and to arrive at a fair and reasonable agreement with regard to the Parties' dispute. The Parties acknowledge that they enter into this Agreement freely and voluntarily. All sections and descriptive headings in this Agreement are inserted for convenience only, and shall neither affect the construction or interpretation hereof, nor add or subtract from the meaning of the contents of each section.

10. **Interpretation.** This Agreement shall be read and interpreted in such a manner as to give all provisions their ordinary and customary meaning, and all words, terms, and phrases not otherwise specifically defined by a capitalized term or otherwise shall have the same meaning and interpretation as customarily used among lay persons. The terms "hereby," "hereof," "herein," "hereto," "hereunder," and any similar terms refer to this Agreement in its entirety and not solely to the particular section or paragraph in which the term is used. All words, terms, and phrases specifically defined by a capitalized term shall apply throughout this Agreement in its entirety and not solely to the particular section or paragraph in which the term is used. In construing this Agreement, the singular shall be held to include the plural, the plural shall include the singular, and the use of any gender shall include every other and all genders.

11. **Entire Agreement; Amendments.** This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter hereof. No representations have been made, either express or implied by the Parties, other than those expressly set forth in this Agreement. This Agreement or any part hereof may not be changed, amended, waived, discharged, or terminated except by an instrument in writing, executed by all Parties.

12. **Enforcement; Remedies.** The Parties shall have all equitable and legal remedies available under Florida law to enforce the terms and conditions of this Agreement, and the terms of this Agreement shall be specifically enforceable in court. In the event of any dispute hereunder or any action to interpret or enforce this Agreement, any provision hereof, or any matter arising

herefrom, the prevailing party shall be paid by the non-prevailing party the reasonable attorneys' fees and costs incurred in enforcing its rights and remedies, whether incurred at the pre-trial, trial, or appellate levels, including any fees and costs incurred in determining the amount of awardable fees.

13. **Severability.** If any part of this Agreement is found invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the Parties contained therein are not materially prejudiced and if the intentions of the Parties can continue to be effectuated. To that end, this Agreement is declared severable.

14. **Disclaimer of Third-Party Beneficiaries.** This Agreement is solely for the benefit of the Parties and no right or cause of action shall accrue by reason hereof to or for the benefit of any third party. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any other third person or entity any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof, other than as expressly stated herein.

15. **Purpose of this Agreement; Not Establishing Precedent.** By entering into this Agreement, the Parties do not admit any liability whatsoever to the other, or to any other person, arising out of any claims asserted in the Litigation, and expressly deny any and all such liability. The Parties acknowledge and agree that this Agreement is not intended by any Party to be construed, and shall not be construed, as an admission by any Party of any liability or violation of any law, statute, ordinance, regulation, agreement, or other legal duty of any nature whatsoever. Rather, this Agreement is for the compromise of potential and disputed claims, involving both fact and law, and the Parties enter into this Agreement in a spirit of cooperation for the purpose of ending litigation, including the Litigation, and in recognition of the desire for the speedy and reasonable resolution of the Parties' dispute. The acceptance of proposals for purposes of this Agreement is part of a negotiated settlement affecting many factual and legal issues and is not an endorsement of, and does not establish precedent for, the use of these proposals in any other circumstances.

16. **Notices.** All notices and other communications required hereunder shall be in writing and shall be delivered personally, or by registered or certified mail, return receipt requested, postage prepaid, or by Federal Express or other nationally recognized overnight commercial delivery service, fees prepaid for next day delivery. Such notices shall be deemed to have been received: (i) upon delivery, if personally delivered; (ii) upon the earlier of actual receipt or the third day after mailing, if mailed by registered or certified United States mail, return receipt requested, postage prepaid; and (iii) upon the earlier of actual receipt or the next business day if sent by Federal Express or other nationally recognized overnight commercial delivery service, if fees are prepaid for next day delivery. The addresses for delivery of such notices shall be as follows:

(a) To the Plaintiffs:

Kyle D. Macomber, Esq.  
Middleton & Middleton, P.A.  
303 State Road 26  
Melrose, FL 32666

(b) To the City:

City Manager, City of Alachua  
15100 NW 142<sup>nd</sup> Terrace  
Alachua, FL 32615

With a copy to:

Marian B. Rush, Esq.  
11 SE 2<sup>nd</sup> Avenue  
Gainesville, FL 32601

or to such other address as any party hereto shall from time to time designate to the other party by notice in writing as herein provided.

17. **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and need not be signed by more than one of the Parties hereto and all of which shall constitute one and the same agreement. The Parties hereto further agree that each Party shall execute and deliver all other appropriate supplemental agreements and other instruments, and take any other action necessary to make this Agreement fully and legally effective, binding, and enforceable as between them and as against third parties.

18. **Effective Date**. This Agreement shall become effective upon the date of execution by the last of the Parties.

19. **Time of the Essence**. Time is of the essence as to every paragraph, sentence, term, and word in this Agreement, including, but not limited to, the timely completion of the terms in paragraphs 2.A. and 2B. above.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

20. **WAIVER OF JURY TRIAL.** THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT TO A JURY TRIAL WITH RESPECT TO ANY CLAIMS ARISING IN CONNECTION WITH THIS AGREEMENT.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in a manner sufficient to bind them on the day and year identified above.

Signed, sealed, and delivered before me:

\_\_\_\_\_

By:\_\_\_\_\_

Title:\_\_\_\_\_

Date:\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
MIKE DAROZA, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
MARIAN RUSH, City Attorney

**ATTORNEY**

Kyle D. Macomber  
Kyle D. Macomber  
Print Name

Govinda  
ID 93rQBDz5HvXum4YkEpC7Wlk1

GOVINDA CAROL

Date: 3/3/2025

**ATTORNEY**

Kyle D. Macomber  
Kyle D. Macomber  
Print Name

KRSNA  
ID frAsafv3K5J9FvwobBQibemw

KRSNA BALYNAS

Date: 2/28/2025

**ATTORNEY**

Kyle D. Macomber  
Kyle D. Macomber  
Print Name

**SIMPLIFY FURTHER, LLC**, a Florida  
limited liability company,

By: Govinda  
ID 93rQBDz5HvXum4YkEpC7Wlk1

Name: Govinda Carol

Its: Authorized Member

Date: 3/3/2025

**ATTORNEY**

Kyle D. Macomber  
Kyle D. Macomber  
Print Name

Michelle  
ID 5waSgk28C2GCVI3IB7PuaXXX

MICHELLE BALYNAS

Date: 3/3/2025

**ATTORNEY**

Kyle D. Macomber  
Kyle D. Macomber  
Print Name

Michael  
ID 8HrasmVnDzDzF85bj7RxLekF

MICHAEL BERTUCCI

Date: 3/3/2025

**ATTORNEY**

Kyle D Macomber

Kyle D Macomber

Print Name

Dh Masla

ID DHRSvxaeFRKA6tJ445oMK95G

DHYANA MASLA

Date: 3/3/2025

**ATTORNEY**

Kyle D Macomber

Kyle D Macomber

Print Name

BT

ID thiQaWVqFrEyK5Enrl5JAHTv

BRADLEY TANSEY

Date: 3/3/2025

## eSignature Details

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**Signer ID:** frAsafv3K5J9FwwobBQibemw  
**Signed by:** Krsna Balynas  
**Sent to email:** krsnabalynas.kj@gmail.com  
**IP Address:** 107.116.180.108  
**Signed at:** Feb 28 2025, 12:51 pm EST

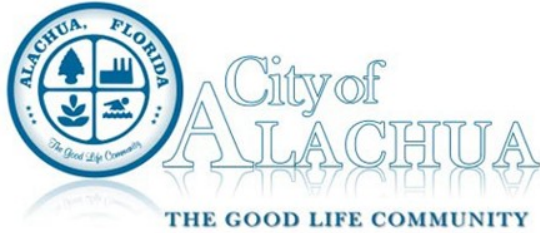
**Signer ID:** 93rQBDz5HvXum4YkEpC7Wik1  
**Signed by:** Govinda Carol  
**Sent to email:** david.g.carol@gmail.com  
**IP Address:** 166.194.200.108  
**Signed at:** Mar 3 2025, 9:54 am EST

**Signer ID:** 8HrasmVnDzDzF85bj7RxLekF  
**Signed by:** Michael Bertucci  
**Sent to email:** toochman99@gmail.com  
**IP Address:** 172.59.69.229  
**Signed at:** Mar 3 2025, 1:17 pm EST

**Signer ID:** thiQaWVqFrEyK5Enri5JAHTv  
**Signed by:** Bradley Tansey  
**Sent to email:** viratansey@gmail.com  
**IP Address:** 75.89.119.238  
**Signed at:** Mar 3 2025, 2:03 pm EST

**Signer ID:** DHRSvxaeFRKA6tJ445oMK95G  
**Signed by:** Dhyana Masla  
**Sent to email:** dhyana.masla@gmail.com  
**IP Address:** 75.89.119.238  
**Signed at:** Mar 3 2025, 2:04 pm EST

**Signer ID:** 5waSqk28C2GCVi3fB7PuaXXK  
**Signed by:** Michelle Balynas  
**Sent to email:** mahamohini108@gmail.com  
**IP Address:** 75.89.115.187  
**Signed at:** Mar 3 2025, 8:19 pm EST



## Commission Agenda Item

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**MEETING DATE:** March 10, 2025

**SUBJECT:** RFQ 2025-01 Hathcock Community and Historical Center Design and Construction Services

**PREPARED BY:** Donna Smith

**RECOMMENDED ACTION:**

- 1) Accept the ranking as presented by the Selection Committee.
  - 2) Authorize and direct staff to enter into negotiations with Monarch Design Group for the Hathcock Community and Historical Center Design and Construction Services.
  - 3) Upon agreed negotiations, authorize the City Manager to enter into a professional services contract with Monarch Design Group.
- 

### Summary

On December 3, 2024, the City solicited formal requests from qualified vendors to provide professional services for the Hathcock Community and Historical Center Design and Construction Services.

The City received three (3) qualification packets in response to RFQ 2025-01.

Qualification Packets were received from Brame Heck Architects, Inc., Monarch Design Group and MLD Architects.

Selection Committee members reviewed, evaluated and ranked the firms.

1st Ranked: Monarch Design Group

2nd Ranked: Brame Heck Architects, Inc.

3rd Ranked: MLD Architects

Staff recommends accepting the rankings as presented and is requesting authorization to enter into negotiations with the 1st ranked firm.

### FINANCIAL IMPACT

To be negotiated.

### ADDITIONAL FINANCIAL INFORMATION

This project is to funded by infrastructure surtax funds.

## **COMMISSION GOALS**

Community Enhancement  
Strengthen Community Service  
Funding Source - Other

## **ATTACHMENTS**

1. Qualifications Summary Score Sheet & Evaluations

**City of Alachua**  
**Qualifications Summary Score Sheet**  
**RFQ 2025-01**

**Hathcock Community and Historical Center Design and Construction Services**

Qualifier 1: Brame Heck Architects Inc.

Qualifier 2: Monarch Design Group

Qualifier 3: MLD Architects

| Selection Committee | Qualifier # 1 | Qualifier # 2 | Qualifier # 3 |
|---------------------|---------------|---------------|---------------|
| Member 1            | 60            | 85            | 60            |
| Member 2            | 90            | 95            | 75            |
| Member 3            | 85            | 90            | 45            |
| TOTAL SUMMARY       | 235           | 270           | 180           |

**\*\*Highest Summary Score is Ranked First\*\***

1<sup>st</sup> Ranked: Monarch Design Group  
2<sup>nd</sup> Ranked: Brame Heck Architects, Inc.  
3<sup>rd</sup> Ranked: MLD Architects

Ranking Date: February 20, 2025

**City of Alachua Qualifications Evaluation Criteria  
RFQ 2025-01**

**Hathcock Community and Historical Center Design and Construction Services**

Qualifier #1: Brame Heck Architects Inc.

Qualifier #2: Monarch Design Group

Qualified #3: MLD Architects

**Ranking Criteria**

**#1.**

Design approach to fast track the completed detailed design and detailed cost estimates for the Hathcock Community and Historical Center. Reviews with the City of Alachua of detailed design and cost estimates at 30%, 60%, 90% and 100%. Include proposed schedule to finalize design, cost estimates and construction schedule by May, 2025 given a notice to proceed of Feb, 2025.

*Award points for thoroughness of design approach and realistic design schedule.*

- Maximum 25 Points

| QUALIFIER #1 | QUALIFIER #2 | QUALIFIER #3 |
|--------------|--------------|--------------|
| 10           | 20           | 15           |

**#2.**

Leadership in Energy and Environmental Design (LEED) and any other relevant qualifications of the design team.

*Award points for collective LEED and other qualifications of the design team members.*

- Maximum 15 points.

| QUALIFIER #1 | QUALIFIER #2 | QUALIFIER #3 |
|--------------|--------------|--------------|
| 10           | 10           | 10           |

#3.

Proposed Organizational Chart for Design Services (Phase I) and Construction Support Services (Phase II) showing full name, title for the design team and name of the firm providing the personnel. Include the resume of each team member proposed. It is expected that the personnel proposed will be the personnel working on the project. Any substitution made must be made in writing and approved by the City of Alachua.

*Award points for completeness of organizational chart; proven experience of relevant personnel.*

- Maximum 25 points.

| QUALIFIER #1 | QUALIFIER #2 | QUALIFIER #3 |
|--------------|--------------|--------------|
| 15           | 25           | 15           |

#4.

Establish relevant experience by providing similar project references (max. 2 pages per project reference). Include Client contract information for verification purposes. Project references must include experience in both Design and Construction Support Services for the Hathcock Community Center.

*Award points for relevance of project experience in the above three areas as defined under Addendum I Scope of Services Phase I and Phase II; and for input provided by Reference Project Clients, to be provided to the Selection Committee prior to the Proposal Review Meeting.*

- Maximum 25 points.

| QUALIFIER #1 | QUALIFIER #2 | QUALIFIER #3 |
|--------------|--------------|--------------|
| 20           | 25           | 15           |

#5. Any other information deemed relevant by the proposing team.

Consider the information deemed relevant by the proposing team.

- Maximum 10 points.

| QUALIFIER #1 | QUALIFIER #2 | QUALIFIER #3 |
|--------------|--------------|--------------|
| 5            | 5            | 5            |

**TOTAL NUMBER OF POINTS:**

| QUALIFIER#1 | QUALIFIER#2 | QUALIFIER#3 |
|-------------|-------------|-------------|
| 60          | 85          | 60          |

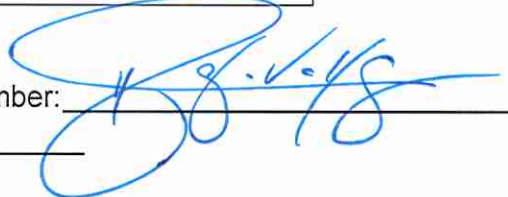
**BONUS POINTS:** Certification as to M.B.E./W.B.E. Ownership. The City of Alachua has a long tradition of encouraging the participation of design teams of Small Business Enterprises that can contribute to successful project fast-tracking to Substantial Completion and Final Completion.

- Maximum 5 points.

| QUALIFIER#1 | QUALIFIER#2 | QUALIFIER#3 |
|-------------|-------------|-------------|
| 0           | 0           | 0           |

**MAXIMUM TOTAL NUMBER OF POINTS:**

| QUALIFIER#1 | QUALIFIER#2 | QUALIFIER#3 |
|-------------|-------------|-------------|
| 60          | 85          | 60          |

Selection Committee Member: 

Date: Feb 25<sup>th</sup> 2025

**City of Alachua Qualifications Evaluation Criteria  
RFQ 2025-01**

**Hathcock Community and Historical Center Design and Construction Services**

Qualifier #1: Brame Heck Architects Inc.

Qualifier #2: Monarch Design Group

Qualified #3: MLD Architects

**Ranking Criteria**

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- Maximum 25 Points

| QUALIFIER #1 | QUALIFIER #2 | QUALIFIER #3 |
|--------------|--------------|--------------|
| 2            | 25           | 20           |

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- Maximum 15 points.

| QUALIFIER #1 | QUALIFIER #2 | QUALIFIER #3 |
|--------------|--------------|--------------|
| 15           | 10           | 5            |

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| QUALIFIER #1 | QUALIFIER #2 | QUALIFIER #3 |
|--------------|--------------|--------------|
| 25           | 25           | 25           |

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- Maximum 25 points.

| QUALIFIER #1 | QUALIFIER #2 | QUALIFIER #3 |
|--------------|--------------|--------------|
| 25           | 25           | 25           |

#5. Any other information deemed relevant by the proposing team.

Consider the information deemed relevant by the proposing team.

- Maximum 10 points.

| QUALIFIER #1 | QUALIFIER #2 | QUALIFIER #3 |
|--------------|--------------|--------------|
| 5            | 10           | 5            |

***TOTAL NUMBER OF POINTS:***

| QUALIFIER#1 | QUALIFIER#2 | QUALIFIER#3 |
|-------------|-------------|-------------|
| 90          | 95          | 75          |

**BONUS POINTS:** Certification as to M.B.E./W.B.E. Ownership. The City of Alachua has a long tradition of encouraging the participation of design teams of Small Business Enterprises that can contribute to successful project fast-tracking to Substantial Completion and Final Completion.

- Maximum 5 points.

| QUALIFIER #1 | QUALIFIER #2 | QUALIFIER #3 |
|--------------|--------------|--------------|
| 0            | 0            | 0            |

***MAXIMUM TOTAL NUMBER OF POINTS:***

| QUALIFIER #1 | QUALIFIER #2 | QUALIFIER #3 |
|--------------|--------------|--------------|
| 90           | 95           | 75           |

Selection Committee Member: 

Date: 2/20/25

**City of Alachua Qualifications Evaluation Criteria  
RFQ 2025-01**

**Hathcock Community and Historical Center Design and Construction Services**

Qualifier #1: Brame Heck Architects Inc.

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Qualified #3: MLD Architects

**Ranking Criteria**

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| QUALIFIER #1 | QUALIFIER #2 | QUALIFIER #3 |
|--------------|--------------|--------------|
| 15           | 20           | 10           |

**#2.**

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| QUALIFIER #1 | QUALIFIER #2 | QUALIFIER #3 |
|--------------|--------------|--------------|
| 10           | 15           | 5            |

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|--------------|--------------|--------------|
| 25           | 20           | 20           |

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- Maximum 25 points.

| QUALIFIER #1 | QUALIFIER #2 | QUALIFIER #3 |
|--------------|--------------|--------------|
| 25           | 25           | 5            |

#5. Any other information deemed relevant by the proposing team.

Consider the information deemed relevant by the proposing team.

- Maximum 10 points.

| QUALIFIER #1 | QUALIFIER #2 | QUALIFIER #3 |
|--------------|--------------|--------------|
| 10           | 10           | 5            |

**TOTAL NUMBER OF POINTS:**

| QUALIFIER#1 | QUALIFIER#2 | QUALIFIER#3 |
|-------------|-------------|-------------|
| 85          | 90          | 45          |

**BONUS POINTS:** Certification as to M.B.E./W.B.E. Ownership. The City of Alachua has a long tradition of encouraging the participation of design teams of Small Business Enterprises that can contribute to successful project fast-tracking to Substantial Completion and Final Completion.

- Maximum 5 points.

| QUALIFIER#1 | QUALIFIER#2 | QUALIFIER#3 |
|-------------|-------------|-------------|
| 0           | 0           | 0           |

**MAXIMUM TOTAL NUMBER OF POINTS:**

| QUALIFIER#1 | QUALIFIER#2 | QUALIFIER#3 |
|-------------|-------------|-------------|
| 85          | 90          | 45          |

Selection Committee Member: \_\_\_\_\_

Date: 2-20-25

