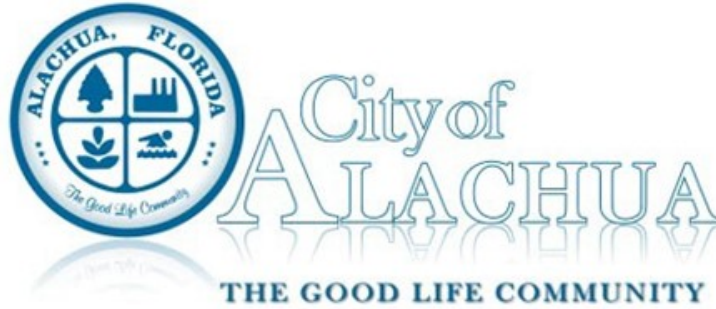




Mayor Walter Welch
Vice Mayor Shirley Green Brown
Commissioner Jacob Fletcher
Commissioner Jennifer Ringersen
Commissioner Dayna Williams

City Manager Rodolfo Valladares
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 11, 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) SENIOR RESOURCES ADVISORY BOARD FEEDBACK ON COMMUNICATION AND ENGAGEMENT

B) CLEATHER H. HATHCOCK, SR. COMMUNITY CENTER PROJECT KICKOFF

C) 2025-2026 CITY COMMISSION BOARD AND COMMITTEE ASSIGNMENTS

IV. PUBLIC HEARINGS AND ORDINANCES

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

A) ORDINANCE 25-11, FIRST READING; AMENDING CODE 38 - UTILITY RATES STRENGTHEN COMMUNITY SERVICE

V. AGENDA ITEMS

A) RESOLUTION 25-16: A RESOLUTION OF THE CITY OF ALACHUA, FLORIDA, AUTHORIZING PARTICIPATION IN A LAWSUIT SEEKING, AMONG OTHER THINGS, TO DECLARE THAT SENATE BILL 180'S IMPOSITION OF A BLANKET STATEWIDE PROHIBITION ON THE EXERCISE OF HOME RULE AUTHORITY REGULATIONS OVER LAND USE AND ZONING IS UNCONSTITUTIONAL AND SHOULD BE ENJOINED, AND RETAINING WEISS SEROTA HELFMAN COLE + BIERMAN, PL TO PROSECUTE THE LAWSUIT; AND PROVIDING FOR AN EFFECTIVE DATE.

B) FY 25/26 RENEWAL OF COMMERCIAL AND GROUP HEALTH INSURANCE PACKAGES

C) ACQUISITION OF ALACHUA COUNTY TAX PARCEL 05900-002-029 (PINKOSON SPRINGS)

D) ACQUISITION OF ALACHUA COUNTY TAX PARCEL #03114-000-000 FOR THE CLEATHER HATHCOCK SR. COMMUNITY CENTER PROJECT.

E) TARA BAYWOOD PHASE 1 - INFRASTRUCTURE ACCEPTANCE AND RETURN OF SURETY

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

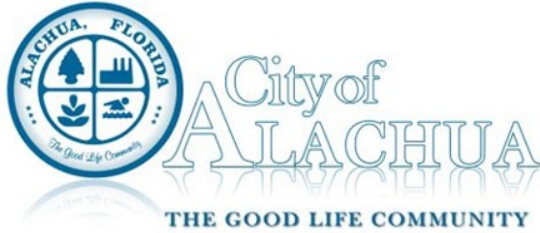
ADJOURN

CONSENT AGENDA

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) REPLACEMENT OF HVAC UNIT SERVING THE ALACHUA POLICE DEPARTMENT (APD) BUILDING

B) APPROVAL OF THE CITY COMMISSION BUDGET WORKSHOP MINUTES, JULY 28, 2025.



Commission Agenda Item

MEETING DATE: August 11, 2025

SUBJECT: Senior Resources Advisory Board Feedback on Communication and Engagement

PREPARED BY: Rodolfo Valladares

RECOMMENDED ACTION:

Receive Presentation

Summary

To provide an update on the City's continued efforts to improve transparency, accessibility, and community engagement through a comprehensive evaluation of current public communication methods. As part of a broader initiative to ensure all residents, regardless of age, background, or access to technology, receive timely and accurate information, City staff is reviewing existing outreach tools and practices. This assessment is intended to strengthen the effectiveness of City communications regarding programs, services, and initiatives.

FINANCIAL IMPACT

ADDITIONAL FINANCIAL INFORMATION

COMMISSION GOALS

Community Enhancement

ATTACHMENTS

None



Commission Agenda Item

MEETING DATE: August 11, 2025

SUBJECT: Cleather H. Hathcock, SR. Community Center Project Kickoff

PREPARED BY: Rodolfo Valladares

RECOMMENDED ACTION:

Receive Presentation

Summary

Purpose:

To formally introduce the Hathcock Community Center Project to the City Commission and provide an overview of its scope, objectives, anticipated timeline, and key milestones.

Background:

The Hathcock Community Center Project is a strategic initiative aimed at enhancing infrastructure and improving service delivery. Planning efforts have been underway, and the project is now entering its implementation phase. The kickoff presentation will share initial steps, community engagement plans, and opportunities for Commission support and oversight.

Presentation Topics: Introduction to the Hatchock Project, Project Goals and Objectives, Timeline and Phases of Work, Roles and Responsibilities, Community Engagement and Outreach Plan, Next Steps and Commission Involvement

FINANCIAL IMPACT

ADDITIONAL FINANCIAL INFORMATION

COMMISSION GOALS

Quality of Life
Community Enhancement
Strengthen Community Service
Funding Source - General Fund

ATTACHMENTS

1. COMMISSION PRESENTATION 8.11.25

CITY OF
ALACHUA

HATHCOCK COMMUNITY CENTER

Programming Assessment: Commission Initial Meeting

Barnett Chenault, President
Monarch Design Group
August 11th , 2025

AGENDA



DESIGN TEAM
INTRODUCTIONS



EXISTING
FACILITY



PROJECT
SEQUENCING



PROGRAM ASSESSMENT
GOALS/DELIVERABLES



PROGRAMMING
TIMELINE



APPROACH



COMMUNITY
WORKSHOPS



COMMISSION
DIRECTION



DESIGN TEAM



MONARCH
DESIGN GROUP

N | V | 5



EXISTING FACILITY





PROJECT SEQUENCING





PROGRAM ASSESSMENT GOALS



IDENTIFY SPECIFIC NEEDS

Identify programmatic needs by involving the community, staff, and commission. This collaborative input ensures the building is designed or improved to reflect the priorities of its users and supports long-term, sustainable use.



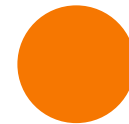
CREATE PROGRAMMING REPORT

Develop an initial programming report that identifies and addresses the specific needs, priorities, and aspirations of the community and intended users.



EVALUATE EXISTING FACILITY

Determine whether the current facility has the potential to support the operational goals and programmatic needs of the intended users/programs.



DETERMINE PROBABLE COST

Using recently developed projects of the same project type as benchmarks, create an opinion of probable cost.

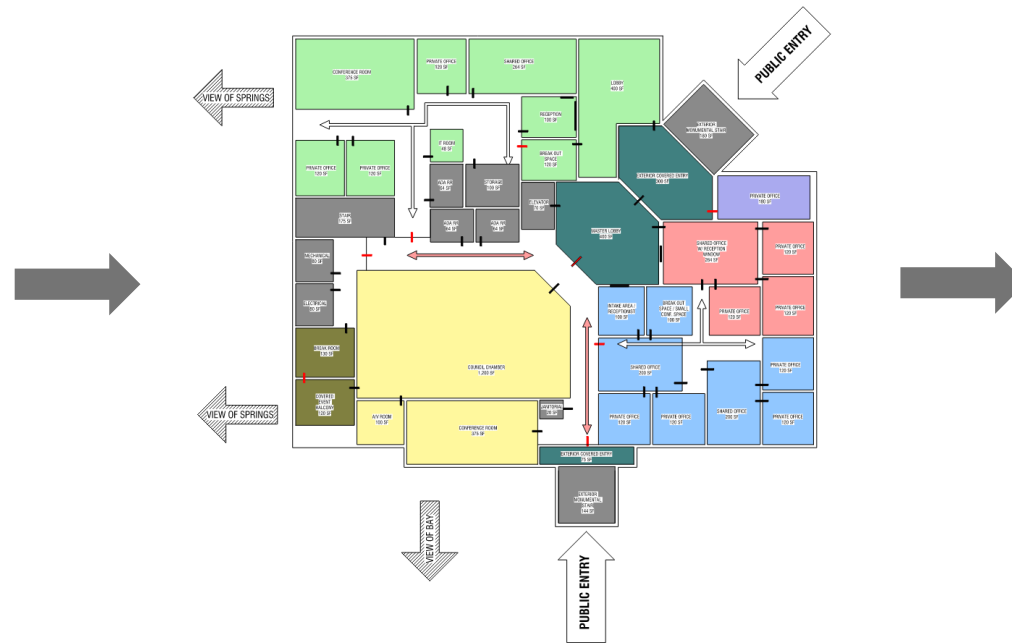


PROGRAM ASSESSMENT DELIVERABLES

Space Program Summary				
Dept. Code	Department	Occupancy Count	Total NSF	Total DGSF
1.0	Sheriff Annex	25	1,545	1,854
2.0	City Clerk / City Manager Department	3	658	790
3.0	Parks and Recreation	1	680	816
4.0	Council Chamber	91	1,675	2,010
5.0	Finance	6	624	749
6.0	Growth Management	13	1,180	1,416
7.0	Human Resources	1	140	168
8.0	Public Works	3	564	677
9.0	Public Area	10	775	930
10.0	Employee Common Area	3	250	300
11.1	Building Support	2	1,779	2,135
11.2	Building Support (Exterior)	-	-	-
12.0	Exterior Park	-	-	-
13.0	Parking	-	-	-
Subtotal (minus Exterior Building Support)		158	9,870	11,845
Grossing Factor				1.15
Total Gross Square Feet (GSF)				13,622

MATRIX

*EXAMPLE (NOT HATHCOCK COMMUNITY CENTER)



MASSING

*EXAMPLE (NOT HATHCOCK COMMUNITY CENTER)



VERTICAL CONCEPT

*EXAMPLE (NOT HATHCOCK COMMUNITY CENTER)

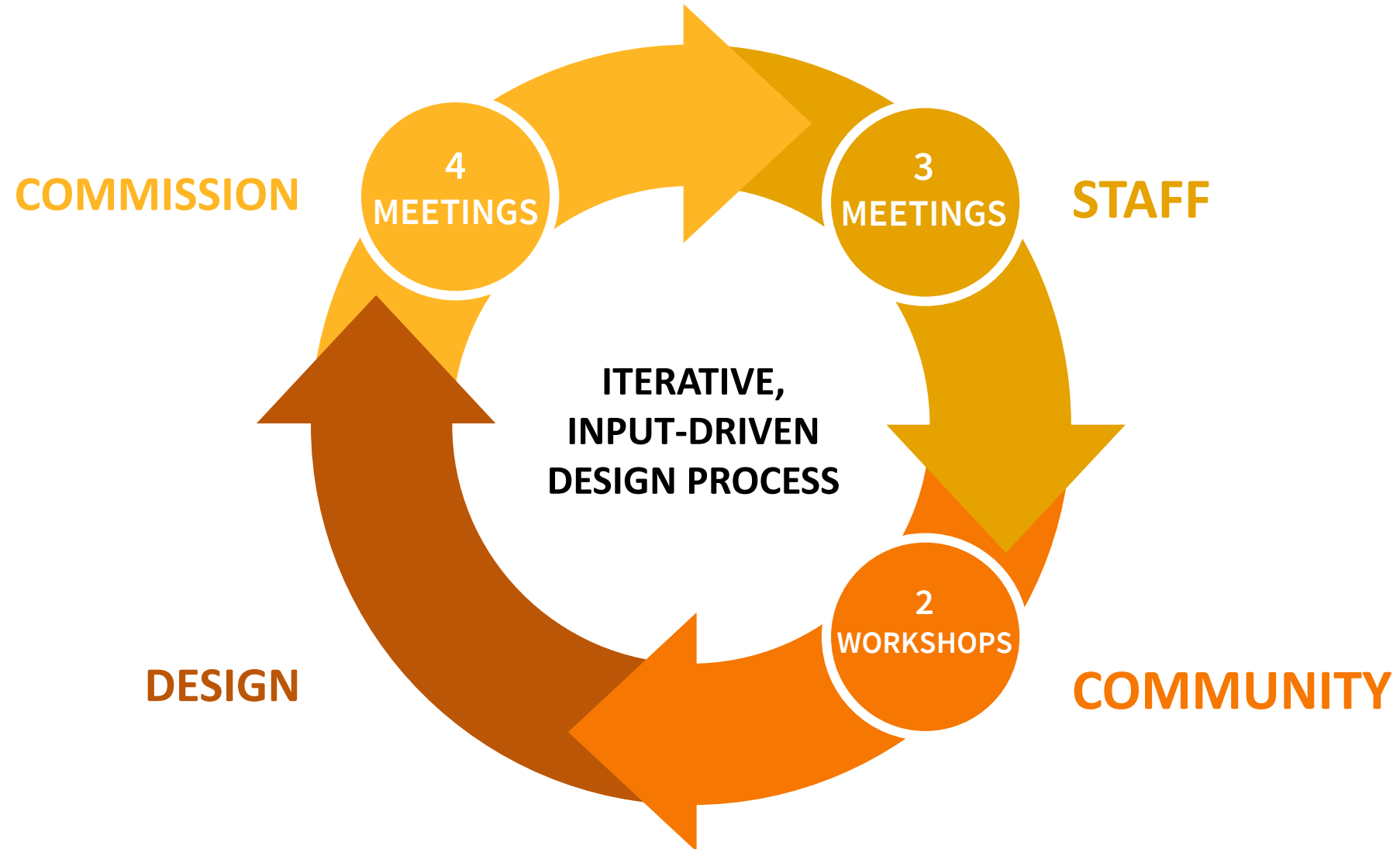


PROGRAM ASSESSMENT TIMELINE





APPROACH





COMMUNITY WORKSHOPS



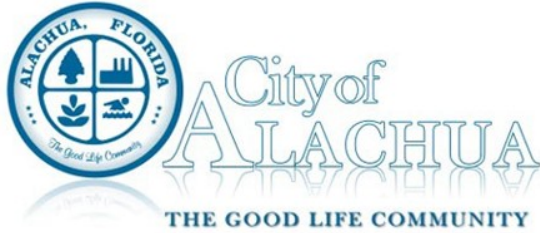
Open-House with Themed Stations

- Visual Preference Boards
- Survey Questions to extract targeted feedback



COMMISSION DIRECTION





Commission Agenda Item

MEETING DATE: August 11, 2025

SUBJECT: 2025-2026 City Commission Board and Committee Assignments

PREPARED BY: LeAnne Williams, Deputy City Clerk

RECOMMENDED ACTION:

Approve the Commission Committee Assignments.

Summary

Per the Commissioners' Rules of Procedure, Rule 32, Commission Appointments to Boards and Committees:

“Members of the City Commission serve on various boards and committees (e.g., North Central Florida Regional Planning Council, etc.). Appointments are reviewed and made each year as soon after the election as practicable.

(a) If there is no nominee or volunteer for a vacancy, the Chair will appoint a Commissioner to serve.

(b) A listing of appointments will be disseminated to the City Commission in advance of the appropriate meeting so that the Commissioners can determine his/her interest in serving on various boards/committees.”

Other boards and committees not listed may be constituted and filled at the Commission’s desire.

FINANCIAL IMPACT

ADDITIONAL FINANCIAL INFORMATION

COMMISSION GOALS

ATTACHMENTS

1. 2025-2026.Commission.Board.Committee.Assignments

COMMISSION COMMITTEE ASSIGNMENTS MAY 2025 THROUGH MAY 2026

AFFORDABLE HOUSING

DELEGATE: COMMISSIONER DAYNA WILLIAMS
ALTERNATE: COMMISSIONER JACOB FLETCHER

ALACHUA CHAMBER OF COMMERCE

DELEGATE: MAYOR WALTER WELCH
ALTERNATE: COMMISSIONER DAYNA WILLIAMS

ALACHUA COUNTY LEAGUE OF CITIES

DELEGATE: COMMISSIONER JACOB FLETCHER
ALTERNATE: MAYOR WALTER WELCH

CITIZENS ADVISORY TASK FORCE

DELEGATE: VICE MAYOR SHIRLEY GREEN BROWN
ALTERNATE: COMMISSIONER JACOB FLETCHER

COMMUNITY REDEVELOPMENT AGENCY ADVISORY BOARD

DELEGATE: COMMISSIONER DAYNA WILLIAMS
ALTERNATE: MAYOR WALTER WELCH

EDUCATIONAL TASK FORCE

DELEGATE: COMMISSIONER JENNIFER RINGESEN
ALTERNATE: VICE MAYOR SHIRLEY GREEN BROWN

ELECTED OFFICIALS GROUP FOR SCHOOL FACILITY PLANNING

DELEGATE: VICE MAYOR SHIRLEY GREEN BROWN
ALTERNATE: COMMISSIONER JENNIFER RINGESEN

FLORIDA LEAGUE OF CITIES

DELEGATE: VICE MAYOR SHIRLEY GREEN BROWN
ALTERNATE: MAYOR WALTER WELCH

FLORIDA MUNICIPAL POWER ASSOCIATION

DELEGATE: COMMISSIONER JENNIFER RINGESEN
ALTERNATE: PUBLIC SERVICES DIRECTOR MICHAEL CARRILLO
SECOND ALTERNATE: CITY MANAGER Rodolfo Valladares

NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

DELEGATE: COMMISSIONER DAYNA WILLIAMS
ALTERNATE: COMMISSIONER JACOB FLETCHER

OPIOID TASK FORCE

DELEGATE: COMMISSIONER JENNIFER RINGESEN
ALTERNATE: COMMISSIONER JACOB FLETCHER

PARKS & RECREATION ADVISORY BOARD

DELEGATE: COMMISSIONER JENNIFER RINGESEN
ALTERNATE: COMMISSIONER JACOB FLETCHER

SENIOR RESOURCES ADVISORY BOARD

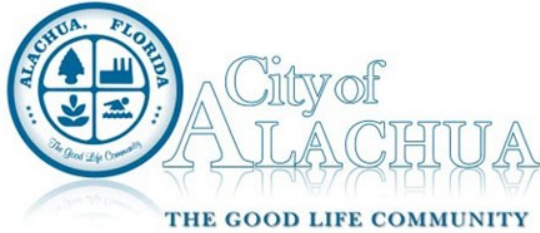
DELEGATE: VICE MAYOR SHIRLEY GREEN BROWN
ALTERNATE: COMMISSIONER JACOB FLETCHER

SUWANNEE RIVER WATER MANAGEMENT DISTRICT

DELEGATE: COMMISSIONER DAYNA WILLIAMS
ALTERNATE: MAYOR WALTER WELCH

YOUTH ADVISORY COUNCIL

DELEGATE: COMMISSIONER JENNIFER RINGESEN
ALTERNATE: COMMISSIONER DAYNA WILLIAMS



Commission Agenda Item

MEETING DATE: August 11, 2025

SUBJECT: Ordinance 25-11, First Reading; Amending Code 38 - Utility Rates

PREPARED BY: Michael Carrillo

RECOMMENDED ACTION:

Approve Ordinance 25-11 on First Reading and Schedule Second Reading on August 25, 2025.

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 2024 for the Fiscal Year 2025 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 water and wastewater price index is 2.23%.

As identified in Ordinance 25-11, the proposed rate increases are:

- 5%, to amend the water rates, and
- 3%, to amend the wastewater and reclaimed water rates.

These proposed increases apply to customer charges, availability charges, and consumption charges. The proposed rates include a 5% increase to amend the water meter installation charge and the associated capital facility charges for water. The proposed rates include a 3% increase to amend the associated capital facility charges for wastewater.

Notices of this Rate Hearing were issued through the City's utility billing system in accordance with Florida Statute 180.136.

FINANCIAL IMPACT

Approximately \$217,000 (Revenue).

ADDITIONAL FINANCIAL INFORMATION

N/A

COMMISSION GOALS

Strengthen Community Service

ATTACHMENTS

1. FIRST READING Ordinance 25-11 Water, Wastewater, Reclaim Rates

ORDINANCE 25-11

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 <u>\$601</u>
3/4	\$624 <u>\$655</u>
1	\$641 <u>\$673</u>
1 - 1 1/2	\$738 <u>\$775</u>
2	Actual Cost
3	Actual Cost
3 (with backflow)	Actual Cost
4	Actual Cost
4 (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 3/4	\$1,975 <u>\$2,074</u>	\$595 <u>\$625</u>	\$2,570 <u>\$2,699</u>
1	\$4,940 <u>\$5,187</u>	\$1,483 <u>\$1,557</u>	\$6,423 <u>\$6,744</u>
1 1/2	\$9,875 <u>\$10,369</u>	\$2,965 <u>\$3,113</u>	\$12,840 <u>\$13,482</u>
2	\$15,800 <u>\$16,590</u>	\$4,740 <u>\$4,977</u>	\$20,540 <u>\$21,567</u>
3 Compound	\$31,599 <u>\$33,179</u>	\$9,480 <u>\$9,954</u>	\$41,079 <u>\$43,133</u>
3 Turbine	\$69,123 <u>\$72,579</u>	\$20,740 <u>\$21,777</u>	\$89,863 <u>\$94,356</u>
4 Compound	\$49,374 <u>\$51,843</u>	\$14,815 <u>\$15,556</u>	\$64,189 <u>\$67,398</u>
4 Turbine	\$197,495 <u>\$207,370</u>	\$59,249 <u>\$62,211</u>	\$256,744 <u>\$269,581</u>
6 Compound	\$98,748 <u>\$103,685</u>	\$29,624 <u>\$31,105</u>	\$128,372 <u>\$134,791</u>
6 Turbine	\$394,994 <u>\$414,741</u>	\$118,497 <u>\$124,422</u>	\$513,488 <u>\$539,162</u>

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~~ \$11.31 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 <u>\$1.48</u> per month
1"	\$3.61 <u>\$3.79</u> per month
1 1/2"	\$8.13 <u>\$8.54</u> per month
2"	\$14.41 <u>\$15.13</u> per month
3"	\$31.22 <u>\$32.78</u> per month
4"	\$57.61 <u>\$60.49</u> per month
6"	\$129.69 <u>\$136.17</u> per month
8"	\$230.57 <u>\$242.10</u> 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 <u>\$2.70</u> per 1,000 gallons
Tier 2 (4,001 – 8,000 gallons)	\$3.34 <u>\$3.51</u> per 1,000 gallons
Tier 3 (8,001 gallons and above)	\$5.00 <u>\$5.25</u> per 1,000 gallons

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

Tier 1 (All consumption)	\$3.34 <u>\$3.51</u> per 1,000 gallons
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IRRIGATION (Residential and Non-Residential Service)

Tier 1 (All consumption)	\$5.00 <u>\$5.25</u> 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		Collection		Total
	Treatment Facilities		Facilities		
5/8 x 3/4	\$3,719	<u>\$3,831</u>	\$904	<u>\$931</u>	\$4,623 <u>\$4,762</u>
1	\$9,303	<u>\$9,582</u>	\$2,264	<u>\$2,332</u>	\$11,567 <u>\$11,914</u>
1 1/2	\$18,605	<u>\$19,163</u>	\$4,522	<u>\$4,658</u>	\$23,127 <u>\$23,821</u>
2	\$29,773	<u>\$30,666</u>	\$7,236	<u>\$7,453</u>	\$37,009 <u>\$38,119</u>
3 Compound	\$59,534	<u>\$61,320</u>	\$14,471	<u>\$14,905</u>	\$74,005 <u>\$76,225</u>
3 Turbine	\$130,236	<u>\$134,143</u>	\$31,654	<u>\$32,604</u>	\$161,890 <u>\$166,747</u>
4 Compound	\$93,026	<u>\$95,817</u>	\$22,611	<u>\$23,289</u>	\$115,637 <u>\$119,106</u>
4 Turbine	\$372,103	<u>\$383,266</u>	\$90,442	<u>\$93,155</u>	\$462,545 <u>\$476,421</u>
6 Compound	\$186,052	<u>\$191,634</u>	\$45,221	<u>\$46,578</u>	\$231,273 <u>\$238,211</u>
6 Turbine	\$744,206	<u>\$766,532</u>	\$180,884	<u>\$186,311</u>	\$925,090 <u>\$952,843</u>

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 \$13.48 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 \$7.09 per 1,000 gallons

NON-RESIDENTIAL (Commercial & Industrial) \$9.57 \$9.86 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 \$10.14 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~~ \$0.92 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 11th day of August, 2025.

PASSED and **DULY ADOPTED**, in regular session, with a quorum present and voting, by the City Commission, upon second and final reading on the 25th day of August, 2025.

CITY COMMISSION OF THE
CITY OF ALACHUA, FLORIDA

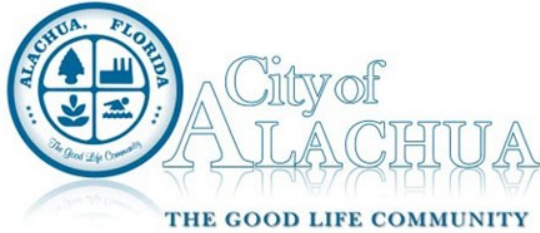
Walter Welch, Mayor
SEAL

ATTEST:

APPROVED AS TO FORM

Rodolfo Valladares, City Manager/Clerk

Marian B. Rush, City Attorney



Commission Agenda Item

MEETING DATE: August 11, 2025

SUBJECT: RESOLUTION 25-16: A RESOLUTION OF THE CITY OF ALACHUA, FLORIDA, AUTHORIZING PARTICIPATION IN A LAWSUIT SEEKING, AMONG OTHER THINGS, TO DECLARE THAT SENATE BILL 180'S IMPOSITION OF A BLANKET STATEWIDE PROHIBITION ON THE EXERCISE OF HOME RULE AUTHORITY REGULATIONS OVER LAND USE AND ZONING IS UNCONSTITUTIONAL AND SHOULD BE ENJOINED, AND RETAINING WEISS SEROTA HELFMAN COLE + BIERMAN, PL TO PROSECUTE THE LAWSUIT; AND PROVIDING FOR AN EFFECTIVE DATE.

PREPARED BY: Marian Rush, City Attorney

RECOMMENDED ACTION:

1. City Commission to discuss joining with other cities and retain the law firm of Weiss Serota Helfman Cole & Berman "Law Firm" in a lawsuit challenging the validity of Senate Bill 180 under the terms set forth in proposed Resolution No. 25-16; and
2. Entertain a motion to either approve or not approve Resolution No. 25-16.

RECOMMENDED MOTION: I move to approve Resolution No. 25-16; *or* I move not to approve Resolution 25-16.

Summary

The City Attorney received an e-mail from attorney Jamie Cole, along with a proposed resolution in Attachment 1 regarding the "...sweeping attack on the home rule authority of every city and county in the State of Florida..." in the recent approval of Senate Bill 180. As more fully set forth in Attachment 1 and the sample ordinance, Senate Bill 180 will have an overwhelming impact on the City of Alachua, stifling its home rule authority of city in many situations. One of the many provisions includes prohibiting a city from passing "more restrictive or burdensome" land use regulations and permitting to local governments that are located entirely or partially within 100 miles of the track of any future hurricane in a one-year period. In reality, this will apply to the entire State of Florida given the propensity, depth, and breadth of hurricanes impacting the State of Florida annually. It is also vague as it does not define "more restrictive or burdensome."

The City Attorney discussed Senate Bill 180 with personnel from the League of Cities at the Municipal Attorneys Conference two weeks ago and was told that they were assured that this

bill was being pulled. At the last minute, a decision was made not to pull it. However, the consensus of the attorneys at the Conference was that if Senate Bill 180 goes unchallenged, the next session will continue to irradicate municipal home rule, and that the courts should hear from as many cities as possible in challenging this law.

The Law Firm seeking cities and counties to join challenging Senate Bill 180 is the same firm that led the challenge of the legislation 2023 law that required local city commissioners to execute Form 6. They were successful in getting an injunction entered that prohibited the application of that law. The legislature did not appeal that ruling and, to date, it has not attempted to reintroduce it. A lawsuit challenging Senate Bill 180 would, in all likelihood, be filed in federal district court in the southern District of Florida, which is where the Form 6 challenge was successful. However, it may or may not be assigned to the same judge who heard the Form 6 case. However, the Lawsuit may be filed in state court or in both state and federal court.

Attachment 2 is a copy of the sample resolution that was provided and used as the basis for proposed Resolution No. 25-16, which is Attachment 3.

FINANCIAL IMPACT

Maximum \$10,000 for trial and maximum \$5,000 if an appeal is filed.

ADDITIONAL FINANCIAL INFORMATION

COMMISSION GOALS

Funding Source - General Fund

ATTACHMENTS

1. Attachment 1
2. Attachment 2
3. Attachment 3
4. Attachment 4

Attachment

1

Marian Rush

From: Jamie Alan Cole <JCole@wsh-law.com>
Sent: Tuesday, July 22, 2025 5:25 PM
To: Jamie Alan Cole
Subject: Potential Lawsuit Challenging SB 180
Attachments: Form Resolution Authorizing Participation in Lawsuit Relating to SB 180.docx

In a sweeping attack on the home rule authority of every city and county in the state of Florida, the Florida Legislature has adopted, and the Governor signed, Senate Bill 180 (SB 180) with a last-minute amendment that **prohibits all local government initiated ordinances** that impose “more restrictive or burdensome” comprehensive plan amendments, land development regulations, or procedures concerning review, approval, or issuance of site plans, development permits, or development orders for the period **commencing August 1, 2024, through October 1, 2027**. SB 180 also bans local moratoria on construction, reconstruction, or redevelopment of property damaged by a hurricane during the same timeframe. Critically, the amended law applies retroactively, declaring such ordinances null and void ab initio.

Although the amendment appears to be limited in its impact and apply only to counties identified in Federal Disaster Declarations for Hurricanes Debby (DR-4806), Helene (DR-4828), and Milton (DR-4834), those declarations collectively cover **every county and municipality in Florida**.

Numerous municipalities and counties have contacted our Firm as to the potential filing of a lawsuit challenging SB 180. We have concluded that there are several good faith grounds for potential invalidation of SB 180. If your municipality or county is interested in participating in a group lawsuit to invalidate SB 180, your governing body should consider enacting a resolution in substantially the form attached hereto (conformed, of course, to your local government). If a sufficient number of municipalities and counties join in the action, we plan to file in early September (and can amend to add additional plaintiffs for those who desire to join later).

If you have any questions, feel free to contact me, Susan Trevarthen (strevarten@wsh-law.com) or Chad S. Friedman (cfriedman@wsh-law.com).

Attachment

2

RESOLUTION NO. 2025-_____

**A RESOLUTION OF THE [GOVERNING BODY] OF
[GOVERNMENTAL ENTITY], FLORIDA,
AUTHORIZING PARTICIPATION IN A LAWSUIT
SEEKING, AMONG OTHER THINGS, TO DECLARE
THAT SENATE BILL 180'S IMPOSITION OF A
BLANKET STATEWIDE PROHIBITION ON THE
EXERCISE OF HOME RULE AUTHORITY OVER LAND
USE AND ZONING REGULATIONS, IS
UNCONSTITUTIONAL AND SHOULD BE ENJOINED,
AND RETAINING WEISS SEROTA HELFMAN COLE +
BIERMAN, PL TO PROSECUTE THE LAWSUIT; AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, Article VIII, Section 2(b) of the Florida Constitution provides that municipalities “shall have governmental, corporate and proprietary powers to enable them to conduct municipal government, perform municipal functions and render municipal services,” and authorizes municipalities to exercise any power for municipal purposes except as otherwise provided by law; and

WHEREAS, pursuant to Section 2(b) of Article VIII of the Florida Constitution and Chapters 163 and 166, Florida Statutes, municipalities have broad authority to adopt comprehensive plans, enact land development regulations, issue development permits, and impose temporary moratoria in furtherance of local public health, safety, and welfare, including for purposes of orderly growth, environmental protection, disaster recovery, and community resiliency; and

WHEREAS, on June 26, 2025, Senate Bill 180 (“SB 180”), titled “Emergencies,” was signed into law by Governor Ron DeSantis and became effective immediately as Chapter 2025-190, Florida Statutes; and

WHEREAS, among other things, Section 28 of SB 180 prohibits all local government-initiated ordinances that impose “more restrictive or burdensome” comprehensive plan

amendments, land development regulations, or procedures concerning review, approval, or issuance of site plans, development permits, or development orders (collectively, “Land Use and Zoning Regulations”) for the period commencing retroactively from August 1, 2024, through October 1, 2027, even if such amendments, regulations or procedures are in no way related to any hurricane or other emergency and even if such amendments, regulations, or procedures were duly enacted prior to the enactment of SB 180; and

WHEREAS, Section 28 of SB 180 also bans local moratoria on construction, reconstruction, or redevelopment of property damaged by a hurricane during the same timeframe; and

WHEREAS, Section 18 of SB 180 further prohibits local governments that are located in counties that are entirely or partially within 100 miles of the track of any future hurricane from enacting “more restrictive or burdensome” Land Use and Zoning Regulations, and moratoria on construction, reconstruction, or redevelopment of any property, damaged or not, for a period of one year after the storm makes landfall; and

WHEREAS, SB 180 is unconstitutional and invalid because, among other things, it:

(a) embraces more than one subject and matter properly connected therewith in violation of Article III, Section 6 of the Florida Constitution;

(b) includes a defective title in violation of Article III, Section 6 of the Florida Constitution;

(c) requires municipalities and counties to spend in the aggregate an amount that exceeds an insignificant fiscal impact without including a finding that the law fulfills an important state interest as required by Article VII, Section 18 of the Florida Constitution;

(d) constitutes a sweeping intrusion on home-rule authority, threatening local ability to enact land use, zoning, flood-resiliency, and environmental protections, contrary to Article VIII,

Section 2(b) of the Florida Constitution to a degree that renders the constitutional provision hollow; and

(e) contains provisions that classify political subdivisions on a basis that is not reasonably related to the subject of the law in violation of Art. III, Section 11(b) of the Florida Constitution; and

WHEREAS, for example, despite SB 180 being titled “Emergencies,” SB 180 contains various matters that are not connected and/or are unrelated to emergencies, including Section 18 and 28’s total ban on any “more restrictive or burdensome” Land Use and Zoning Regulations, and Section 18’s prohibition on moratoria on construction, reconstruction, and redevelopment of property, even if the property is intact and was not damaged by a hurricane or other emergency event; and

WHEREAS, the provisions of SB 180 also impose expenditure obligations upon municipalities and counties that, as conceded in the Florida Legislature’s own staff analysis, exceed the threshold amount for an unfunded mandate, despite the lack of any finding in SB180 that the law fulfills an important state interest; and

WHEREAS, Section 18 of SB 180 infringes upon municipal home rule authority by prohibiting municipalities from enacting Zoning and Land Use Regulations if they are located within a county that is entirely or partially within 100 miles of the track of a hurricane for one year in a completely indiscriminate manner that disregards the size, intensity, or impact of a hurricane on the municipality, whether a proposed Zoning and Land Use Regulation has even a *de minimis* impact on hurricane recovery efforts, or even if the Zoning and Land Use Regulations are necessary to protect the public health, safety, and welfare from the effects of a hurricane; and

WHEREAS, Section 18 of SB 180 further usurps the municipal home rule authority

guaranteed by the citizens of Florida in the Florida Constitution by imposing blanket prohibitions on any moratoria on construction, reconstruction, or redevelopment of property for one year whenever a future hurricane falls within 100 miles of the county where the municipality is located, regardless of the necessity or impetus behind such moratoria; and

WHEREAS, Section 28 of SB 180 similarly prohibits municipalities from enacting Zoning and Land Use Regulations for the entire state of Florida retroactively from August 1, 2024, through October 1, 2027, without any rational justification; and

WHEREAS, SB 180's vague prohibitions on moratoria on construction, reconstruction, and redevelopment of properties and Land Use and Zoning Regulations that are "more restrictive or burdensome," and other ambiguous provisions render SB 180 incomprehensible, create uncertainty, chill local governance, and encourage preemptive, potentially frivolous, litigation to force local governments into repealing legislation, even if it might otherwise be a valid exercise of home rule authority; and

WHEREAS, the [GOVERNING BODY] of the [GOVERNMENTAL ENTITY] (the "[SHORT FORM ENTITY]") desires to authorize the participation of the [SHORT FORM ENTITY] in a lawsuit seeking declaratory, injunctive, and other appropriate relief from the provisions of SB 180, which impose a blanket statewide prohibition on the exercise of home rule authority relating to Land Use and Zoning Regulations, based upon the any appropriate legal theories, including, without limitation, those set forth herein, subject to the participation of at least ten local governments (the "Lawsuit"); and

WHEREAS, it is in the best interest of the [SHORT FORM ENTITY] to participate in the Lawsuit and to urge other local governments to join as plaintiffs; and

NOW, THEREFORE, BE IT RESOLVED BY THE [GOVERNING BODY] OF THE

[GOVERNMENTAL ENTITY], FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above-stated recitals are hereby adopted and confirmed.

Section 2. Authorization to Participate in Lawsuit. The [GOVERNING BODY] hereby authorizes the participation of the [SHORT FORM ENTITY] in the Lawsuit, subject to participation of at least ten local governments.

Section 3. Legal Representation and Fee Structure. Weiss Serota Helfman Cole + Bierman, PL (the "Firm") is retained to represent the [SHORT FORM ENTITY] in the Lawsuit, at both the trial and appellate levels. The Firm will charge a flat fee, inclusive of attorneys' fees and costs, of \$10,000 to represent the [SHORT FORM ENTITY] in the Lawsuit in the trial court, which shall be payable within ten days of the effective date of this Resolution. The [SHORT FORM ENTITY] shall also pay \$5,000 to the Firm to represent it in any appeal related to the Lawsuit that is filed at the District Court of Appeal within 30 days of the filing of such appeal, and \$5,000 to the Firm to represent it in any appeal that is filed at the Florida Supreme Court within 30 days of the filing of such appeal. The [SHORT FORM ENTITY] acknowledges that the Firm will be representing other local governments in the Lawsuit and waives any conflicts related to such representation. The [SHORT FORM ENTITY] also acknowledges that the Firm may represent other entities, private or public, at the [SHORT FORM ENTITY] and that the representation of [SHORT FORM ENTITY] in this Lawsuit alone, because it is part of a coalition, will not constitute a conflict of interest and, to the extent it does, waives such conflict of interest.

Section 4. Urge Participation. The [SHORT FORM ENTITY] invites and urges other local governments to join as plaintiffs in the Lawsuit and to coordinate their efforts with the [SHORT FORM ENTITY].

Section 5. Transmittal. The Clerk is directed to distribute this Resolution to all local

governments in [COUNTY NAME] County. The Clerk is further directed to distribute this Resolution to the Firm.

Section 6. **Implementation.** The appropriate [SHORT FORM ENTITY] officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

Section 7. **Effective Date.** That this Resolution shall take effect immediately upon the adoption hereof.

PASSED AND ADOPTED this ____ day of _____, 2025.

Mayor

ATTEST:

[SHORT FORM ENTITY] Clerk

APPROVED AS TO FORM AND ~~LEGAL SUFFICIENCY:~~

[SHORT FORM ENTITY] Attorney

Attachment

3

RESOLUTION 25-16

A RESOLUTION OF THE CITY OF ALACHUA, FLORIDA, AUTHORIZING PARTICIPATION IN A LAWSUIT SEEKING, AMONG OTHER THINGS, TO DECLARE THAT SENATE BILL 180'S IMPOSITION OF A BLANKET STATEWIDE PROHIBITION ON THE EXERCISE OF HOME RULE AUTHORITY REGULATIONS OVER LAND USE AND ZONING IS UNCONSTITUTIONAL AND SHOULD BE ENJOINED, AND RETAINING WEISS SEROTA HELFMAN COLE + BIERMAN, PL TO PROSECUTE THE LAWSUIT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2(b) of the Florida Constitution provides that municipalities "shall have governmental, corporate and proprietary powers to enable them to conduct municipal government, perform municipal functions and render municipal services," and authorizes municipalities to exercise any power for municipal purposes except as otherwise provided by law; and

WHEREAS, pursuant to Section 2(b) of Article VIII of the Florida Constitution and Chapters 163 and 166, Florida Statutes, municipalities have broad authority to adopt comprehensive plans, enact land development regulations, issue development permits, and impose temporary moratoria in furtherance of local public health, safety, and welfare, including for purposes of orderly growth, environmental protection, disaster recovery, and community resiliency; and

WHEREAS, on June 26, 2025, Senate Bill 180 ("SB 180"), titled "Emergencies," was signed into law by Governor Ron DeSantis and became effective immediately as Chapter 2025-190, Florida Statutes; and

WHEREAS, among other things, Section 28 of SB 180 prohibits all local government-initiated ordinances that impose "more restrictive or burdensome" comprehensive plan amendments, land development regulations, or procedures concerning review, approval, or issuance of site plans, development permits, or development orders (collectively, "Land Use and Zoning Regulations") for the period commencing retroactively from August 1, 2024, through October 1, 2027, even if such amendments, regulations or procedures are in no way related to any hurricane or other emergency and even if such amendments, regulations, or procedures were duly enacted prior to the enactment of SB 180; and

WHEREAS, Section 28 of SB 180 also bans local moratoria on construction, reconstruction, or redevelopment of property damaged by a hurricane during the same timeframe; and

WHEREAS, Section 18 of SB 180 further prohibits local governments that are located in counties that are entirely or partially within 100 miles of the track of any future hurricane from enacting "more restrictive or burdensome" Land Use and Zoning Regulations, and moratoria on construction, reconstruction, or redevelopment of any property, damaged or not, for a period of one year after the storm makes landfall; and

WHEREAS, SB 180 is unconstitutional and invalid because, among other things, it:

(a) embraces more than one subject and matter properly connected therewith in violation of Article III, Section 6 of the Florida Constitution;

(b) includes a defective title in violation of Article III, Section 6 of the Florida Constitution;

(c) requires municipalities and counties to spend in the aggregate an amount that exceeds an insignificant fiscal impact without including a finding that the law fulfills an important state interest as required by Article VII, Section 18 of the Florida Constitution;

(a) constitutes a sweeping intrusion on home-rule authority, threatening local ability to enact land use, zoning, flood-resiliency, and environmental protections, contrary to Article VIII, Section 2(b) of the Florida Constitution to a degree that renders the constitutional provision hollow; and

(b) contains provisions that classify political subdivisions on a basis that is not reasonably related to the subject of the law in violation of Art. III, Section 11(b) of the Florida Constitution; and

WHEREAS, for example, despite SB 180 being titled "Emergencies," SB 180 contains various matters that are not connected and/or are unrelated to emergencies, including Section 18 and 28's total ban on any "more restrictive or burdensome" Land Use and Zoning Regulations, and Section 18's prohibition on moratoria on construction, reconstruction, and redevelopment of property, even if the property is intact and was not damaged by a hurricane or other emergency event; and

WHEREAS, the provisions of SB 180 also impose expenditure obligations upon municipalities and counties that, as conceded in the Florida Legislature's own staff analysis, exceed the threshold amount for an unfunded mandate, despite the lack of any finding in SB180 that the law fulfills an important state interest; and

WHEREAS, Section 18 of SB 180 infringes upon municipal home rule authority by prohibiting municipalities from enacting Zoning and Land Use Regulations if they are located within a county that is entirely or partially within 100 miles of the track of a hurricane for one year in a completely indiscriminate manner that disregards the size, intensity, or impact of a hurricane on the municipality, whether a proposed Zoning and Land Use Regulation has even a *de minimis* impact on hurricane recovery efforts, or even if the Zoning and Land Use Regulations are necessary to protect the public health, safety, and welfare from the effects

of a hurricane; and

WHEREAS, Section 18 of SB 180 further usurps the municipal home rule authority guaranteed by the citizens of Florida in the Florida Constitution by imposing blanket prohibitions on any moratoria on construction, reconstruction, or redevelopment of property for one year whenever a future hurricane falls within 100 miles of the county where the municipality is located, regardless of the necessity or impetus behind such moratoria; and

WHEREAS, Section 28 of SB 180 similarly prohibits municipalities from enacting Zoning and Land Use Regulations for the entire state of Florida retroactively from August 1, 2024, through October 1, 2027, without any rational justification; and

WHEREAS, SB 180's vague prohibitions on moratoria on construction, reconstruction, and redevelopment of properties and Land Use and Zoning Regulations that are "more restrictive or burdensome," and other ambiguous provisions render SB 180 incomprehensible, create uncertainty, chill local governance, and encourage preemptive, potentially frivolous, litigation to force local governments into repealing legislation, even if it might otherwise be a valid exercise of home rule authority; and

WHEREAS, the City Commission of the City of Alachua desires to authorize the participation of the Weiss Serota Helfman Cole & Bierman, PL (the "Firm") in a lawsuit seeking declaratory, injunctive, and other appropriate relief from the provisions of SB 180, which impose a blanket statewide prohibition on the exercise of home rule authority relating to Land Use and Zoning Regulations, based upon the any appropriate legal

theories, including, without limitation, those set forth herein, subject to the participation of at least ten local governments (the "Lawsuit"); and

WHEREAS, it is in the best interest of the health safety and welfare of the citizens of the City of Alachua to join in and participate in the Lawsuit as plaintiffs; and

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

Section 1. Recitals. The above-stated recitals are true and correct and are hereby adopted, confirmed, and incorporated into this Resolution by reference.

Section 2. Authorization to Participate in Lawsuit. The City Commission of the City of Alachua hereby authorizes the participation of the City of Alachua as Plaintiffs in the Lawsuit, subject to participation of at least ten local governments joining in the Lawsuit.

Section 3. Legal Representation and Fee Structure. Weiss Serota Helfinan Cole + Bierman, PL (the "Firm") is retained to represent the City of Alachua in the Lawsuit, at both the trial and appellate levels. The Firm will charge a flat fee, inclusive of attorneys' fees and costs, of \$10,000 to represent the City of Alachua in the Lawsuit in the trial court, which shall be payable within ten days of the effective date of this Resolution. The City of Alachua shall also pay \$5,000 to the Firm to represent it in any appeal related to the Lawsuit that is filed at the District Court of Appeal within 30 days of the filing of such appeal, and \$5,000 to the Firm to represent it in any appeal that is filed at the Florida Supreme Court within 30 days of the filing of such appeal. The City of Alachua acknowledges that the Firm will be representing other local governments in the Lawsuit and waives any conflicts related to such representation. The City of Alachua also acknowledges that the Firm may represent

other entities, private or public, at the City of Alachua and that the representation of the City of Alachua in this Lawsuit alone, because it is part of a coalition, will not constitute a conflict of interest and, to the extent it does, waives such conflict of interest.

Section 4. Implementation. The City Manager of the City of Alachua is authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution. The City Attorney of the City of Alachua, Marian Rush shall be the contact person regarding the City of Alachua's participation in the Lawsuit.

Section 5. Effective Date. This Resolution shall take effect immediately upon the adoption hereof.

DULY ADOPTED in regular session, this 26th day of August, 2025.

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

Walter Welch, Mayor

ATTEST:

Rodolfo Valladares, City Manager/Clerk

APPROVED AS TO FORM:

Marian B. Rush, City Attorney

Attachment

4

CHAPTER 2025-190

Committee Substitute for Committee Substitute for Senate Bill No. 180

An act relating to emergencies; amending s. 83.63, F.S.; requiring certain tenants to be given specified opportunities or notice; creating s. 163.31795, F.S.; defining the terms “cumulative substantial improvement period” and “local government”; prohibiting certain local governments from adopting ordinances for substantial improvements or repairs to a structure which include cumulative substantial improvement periods; amending s. 163.31801, F.S.; prohibiting certain entities from assessing impact fees for specified replacement structures; providing an exception; providing construction; amending s. 193.155, F.S.; revising the square footage limitations for certain changes, additions, and improvements to damaged property; amending s. 215.559, F.S.; removing a reference to a certain report; revising public hurricane shelter funding prioritization requirements for the Division of Emergency Management; amending s. 250.375, F.S.; authorizing certain servicemembers to provide medical care in specified circumstances; amending s. 252.35, F.S.; revising requirements for the state comprehensive emergency management plan; requiring such plan to include an update on the status of certain emergency management capabilities; requiring the division to collaborate with the Department of Health; revising responsibilities of the division; requiring the division to develop a certain template; revising the purpose of certain training programs; requiring the division to set the minimum number of training hours that specified individuals must complete biennially; authorizing such training to be provided by certain entities; requiring the division to conduct an annual hurricane readiness session in each region designated by the division for a specified purpose; requiring all county emergency management directors, and authorizing other county and municipal personnel, to attend such session; requiring that the session include specified topics and needs; removing a specified reporting requirement; amending s. 252.355, F.S.; authorizing the Department of Veterans’ Affairs to provide certain information to specified clients or their caregivers; requiring the Florida Housing Finance Corporation to enter into memoranda of understanding with specified agencies for a certain purpose; providing that specified persons may use special needs shelters in certain circumstances; amending s. 252.3611, F.S.; directing specified entities to submit specified contracts and reports to the Legislature under specified conditions; requiring such contracts to be posted on a specified secure contract system; requiring the division to report annually to the Legislature specified information on expenditures relating to emergencies; providing requirements for such report; amending s. 252.363, F.S.; providing for the tolling and extension of certain determinations; providing for retroactive application; amending s. 252.365, F.S.; requiring agency heads to notify the Governor and the division of the person designated as the emergency coordination officer annually by a specified

date; amending s. 252.3655, F.S.; creating the natural hazards risks and mitigation interagency coordinating group; providing the purpose of the group; providing for the membership and administration of the group; requiring agency representatives to provide information relating to natural hazards to this state, agency resources, and efforts to address and mitigate risks and impacts of natural hazards; requiring the group to meet in person or by communications media technology at least quarterly for specified purposes; requiring specified agency heads to meet at least annually to strategize and prioritize state efforts; requiring the division, on behalf of the group, to prepare an annual progress report and submit such report to the Governor and Legislature; revising requirements for such report; amending s. 252.37, F.S.; requiring the division to notify the Legislature of its intent to accept or apply for federal funds under certain circumstances; requiring the division to take steps to maximize the availability and expedite the distribution of financial assistance from the Federal Government to state and local agencies; requiring that such steps include the standardization and streamlining of the application process for federal financial assistance and the provision of assistance to applicants for a specified purpose; requiring the division to use certain federal funds to implement such requirements; amending s. 252.373, F.S.; conforming a cross-reference; amending s. 252.38, F.S.; requiring political subdivisions to annually provide specified notification to the division before a specified date; creating s. 252.381, F.S.; requiring counties and municipalities to post certain information on their websites; requiring counties and municipalities to develop a poststorm permitting plan; providing requirements for such plan; requiring counties and municipalities to update such plan by a specified date annually; requiring counties and municipalities to publish on their websites a specified storm recovery guide by a specified date annually; providing requirements for such guide; requiring certain counties and municipalities to publish on their websites updates to such guide as soon as practicable following a storm; prohibiting certain counties and municipalities from increasing building permit or inspection fees within a specified timeframe; requiring counties and municipalities to allow individuals to receive certain letters electronically on or before a specified date; requiring certain counties and municipalities to use their best efforts to open a permitting office for a minimum number of hours per week; amending s. 252.385, F.S.; revising reporting requirements for the division; revising requirements for a specified list; requiring the Department of Health and the Agency for Persons with Disabilities to assist the division with certain determinations; creating s. 252.422, F.S.; defining the term "impacted local government"; prohibiting impacted local governments from proposing or adopting certain moratoriums, amendments, or procedures for a specified timeframe; authorizing the enforcement of certain amendments, plans, permits, and orders under certain circumstances; authorizing any person to file suit to enforce specified provisions; authorizing counties and municipalities to request a specified determination by a court; prohibiting counties and municipalities from taking certain actions until the court has issued a preliminary or final judgment; requiring plaintiffs to provide certain notification before filing

suit; requiring impacted local governments to take certain actions upon receipt of such notification or a suit may be filed; providing for reasonable attorney fees and costs; authorizing the use of a certain summary procedure; requiring the court to advance the cause on the calendar; requiring the Office of Program Policy Analysis and Government Accountability to conduct a study on certain local government actions after hurricanes; specifying requirements for the study and legislative recommendations; requiring the office to submit a report to the Legislature by a specified date; creating s. 252.505, F.S.; requiring that certain contracts include a specified provision; defining the term “emergency recovery period”; amending s. 373.423, F.S.; requiring the Department of Environmental Protection to submit a Flood Inventory and Restoration Report to the division by a specified date; requiring the department to work with specified entities to compile information for the report; providing specifications for the report; requiring the owner of certain infrastructure to submit certain information to the department; requiring the department to review and update the report biannually; requiring the department to submit an updated report to the division by a specified date; amending s. 380.0552, F.S.; revising the maximum evacuation clearance time for permanent residents of the Florida Keys Area, which time is an element for which amendments to local comprehensive plans in the Florida Keys Area must be reviewed for compliance; requiring the Department of Commerce to conduct baseline modeling scenarios and gather data to determine the number of building permit allocations for distribution in the Florida Keys Area; requiring that such allocations be distributed in a specified manner and over a specified timeframe; prohibiting such allocations from exceeding a specified number; requiring that permits be issued for certain parcels and the distribution of such permits prioritize specified allocations; amending s. 400.063, F.S.; conforming a cross-reference; amending s. 403.7071, F.S.; providing that local governments are authorized and encouraged to add certain addendums to certain contracts and agreements; requiring counties and municipalities to apply to the department for authorization to designate at least one debris management site; authorizing municipalities to apply jointly with a county or adjacent municipality for authorization of a debris management site if such entities approve a memorandum of understanding; providing requirements for such memorandum; creating s. 489.1132, F.S.; providing definitions; requiring a hurricane preparedness plan to be available for inspection at certain worksites; requiring certain equipment to be secured in a specified manner no later than 24 hours before the impacts of a hurricane are anticipated to begin; providing penalties; requiring the Florida Building Commission to establish specified best practices and report findings to the Legislature by a specified date; amending s. 553.902, F.S.; revising the definition of the term “renovated building”; requiring the division to consult with specified entities to develop certain recommendations and provide a report to the Legislature by a specified date; prohibiting certain counties from proposing or adopting certain moratoriums, amendments, or procedures for a specified timeframe; declaring that such moratoriums, amendments, or procedures are null and void;

providing for retroactive application; authorizing the enforcement of certain amendments, plans, permits, and orders under certain circumstances; authorizing certain residents and business owners to bring a civil action for declaratory and injunctive relief against a county or municipality that violates specified provisions; providing for reasonable attorney fees and costs under specified circumstances; providing for future expiration; providing a directive to the Division of Law Revision; providing effective dates.

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

Section 1. Section 83.63, Florida Statutes, is amended to read:

83.63 Casualty damage.—If the premises are damaged or destroyed other than by the wrongful or negligent acts of the tenant so that the enjoyment of the premises is substantially impaired;—

(1) The tenant may terminate the rental agreement and immediately vacate the premises. The tenant may vacate the part of the premises rendered unusable by the casualty, in which case the tenant's liability for rent shall be reduced by the fair rental value of that part of the premises damaged or destroyed. If the rental agreement is terminated, the landlord shall comply with s. 83.49(3).

(2) The tenant must be given:

(a) The opportunity to collect his or her belongings from the premises when it is safe to do so; or

(b) Notice of the date by which the tenant will be able to collect his or her belongings from the premises, which must occur within a reasonable time.

Section 2. Section 163.31795, Florida Statutes, is created to read:

163.31795 Participation in the National Flood Insurance Program.—

(1) For purposes of this section, the term:

(a) "Cumulative substantial improvement period" means the period during which an aggregate of improvements or repairs are considered for purposes of determining substantial improvement as defined in s. 161.54(12).

(b) "Local government" has the same meaning as in s. 163.2514.

(2) A local government that is participating in the National Flood Insurance Program may not adopt or enforce an ordinance for substantial improvements or repairs to a structure which includes a cumulative substantial improvement period.

Section 3. Subsection (14) is added to section 163.31801, Florida Statutes, to read:

163.31801 Impact fees; short title; intent; minimum requirements; audits; challenges.—

(14) A local government, school district, or special district may not assess an impact fee for the reconstruction or replacement of a previously existing structure if the replacement structure is of the same land use as the original structure and does not increase the impact on public facilities beyond that of the original structure. However, if the replacement structure increases the demand on public facilities due to a significant increase in size, intensity, or capacity of use, a local government, school district, or special district may assess an impact fee in an amount proportional to the difference in the demand between the replacement structure and the original structure. Any such fee must be reasonably connected to, or have a rational nexus with, the need for additional capital facilities and the increased impact generated by the reconstruction or replacement of a previously existing structure.

Section 4. Paragraph (b) of subsection (4) of section 193.155, Florida Statutes, is amended to read:

193.155 Homestead assessments.—Homestead property shall be assessed at just value as of January 1, 1994. Property receiving the homestead exemption after January 1, 1994, shall be assessed at just value as of January 1 of the year in which the property receives the exemption unless the provisions of subsection (8) apply.

(4)

(b)1. Changes, additions, or improvements that replace all or a portion of homestead property, including ancillary improvements, damaged or destroyed by misfortune or calamity shall be assessed upon substantial completion as provided in this paragraph. Such assessment must be calculated using the homestead property's assessed value as of the January 1 immediately before the date on which the damage or destruction was sustained, subject to the assessment limitations in subsections (1) and (2), when:

a. The square footage of the homestead property as changed or improved does not exceed 130 ~~110~~ percent of the square footage of the homestead property before the damage or destruction; or

b. The total square footage of the homestead property as changed or improved does not exceed 2,000 ~~1,500~~ square feet.

2. The homestead property's assessed value must be increased by the just value of that portion of the changed or improved homestead property which is in excess of 130 ~~110~~ percent of the square footage of the homestead property before the damage or destruction or of that portion exceeding 2,000 ~~1,500~~ square feet.

3. Homestead property damaged or destroyed by misfortune or calamity which, after being changed or improved, has a square footage of less than 100 percent of the homestead property's total square footage before the damage or destruction shall be assessed pursuant to subsection (5).

4. Changes, additions, or improvements assessed pursuant to this paragraph must be reassessed pursuant to subsection (1) in subsequent years. This paragraph applies to changes, additions, or improvements commenced within 5 years after the January 1 following the damage or destruction of the homestead.

Section 5. Paragraph (b) of subsection (1) of section 215.559, Florida Statutes, is amended to read:

215.559 Hurricane Loss Mitigation Program.—A Hurricane Loss Mitigation Program is established in the Division of Emergency Management.

(1) The Legislature shall annually appropriate \$10 million of the moneys authorized for appropriation under s. 215.555(7)(c) from the Florida Hurricane Catastrophe Fund to the division for the purposes set forth in this section. Of the amount:

(b) Three million dollars in funds shall be used to construct or retrofit facilities used as public hurricane shelters. Each year the division shall prioritize the use of these funds for projects included in the annual report of the Shelter Development Report prepared in accordance with s. 252.385(3). The division shall ~~must~~ give funding priority to projects located in counties regional planning council regions that have shelter deficits, projects that are publicly owned, other than schools, and to projects that maximize the use of state funds.

Section 6. Section 250.375, Florida Statutes, is amended to read:

250.375 Medical officer authorization.—A servicemember trained to provide medical care who is serving under the direction of the Florida National Guard State Surgeon and is assigned to a military duty position and authorized by the Florida National Guard to provide medical care within the scope of the servicemember's professional licensure by virtue of such duty position may provide such medical care to military personnel and civilians within this state physician who holds an active license to practice medicine in any state, a United States territory, or the District of Columbia, while serving as a medical officer with or in support of the Florida National Guard, pursuant to federal or state orders, may practice medicine on military personnel or civilians during an emergency or declared disaster or during federal military training.

Section 7. Paragraphs (y) through (dd) of subsection (2) of section 252.35, Florida Statutes, are redesignated as paragraphs (x) through (cc), respectively, paragraphs (a), (c), and (n) and present paragraph (x) of that

subsection are amended, and a new paragraph (dd) is added to that subsection, to read:

252.35 Emergency management powers; Division of Emergency Management.—

(2) The division is responsible for carrying out the provisions of ss. 252.31-252.90. In performing its duties, the division shall:

(a) Prepare a state comprehensive emergency management plan, which must shall be integrated into and coordinated with the emergency management plans and programs of the Federal Government. The division shall adopt the plan as a rule in accordance with chapter 120. The plan must be implemented by a continuous, integrated comprehensive emergency management program. The plan must contain provisions to ensure that the state is prepared for emergencies and minor, major, and catastrophic disasters, and the division shall work closely with local governments and agencies and organizations with emergency management responsibilities in preparing and maintaining the plan. The state comprehensive emergency management plan must be operations oriented and:

1. Include an evacuation component that includes specific regional and interregional planning provisions and promotes intergovernmental coordination of evacuation activities. This component must, at a minimum: contain guidelines for lifting tolls on state highways; ensure coordination pertaining to evacuees crossing county lines; set forth procedures for directing people caught on evacuation routes to safe shelter; establish strategies for ensuring sufficient, reasonably priced fueling locations along evacuation routes; and establish policies and strategies for emergency medical evacuations.

2. Include a shelter component that includes specific regional and interregional planning provisions and promotes coordination of shelter activities between the public, private, and nonprofit sectors. This component must, at a minimum: contain strategies to ensure the availability of adequate public shelter space in each county ~~region of the state~~; establish strategies for refuge-of-last-resort programs; provide strategies to assist local emergency management efforts to ensure that adequate staffing plans exist for all shelters, including medical and security personnel; provide for a postdisaster communications system for public shelters; establish model shelter guidelines for operations, registration, inventory, power generation capability, information management, and staffing; and set forth policy guidance for sheltering people with special needs.

3. Include a postdisaster response and recovery component that includes specific regional and interregional planning provisions and promotes intergovernmental coordination of postdisaster response and recovery activities. This component must provide for postdisaster response and recovery strategies according to whether a disaster is minor, major, or catastrophic. The postdisaster response and recovery component must, at a minimum: establish the structure of the state's postdisaster response and

recovery organization; establish procedures for activating the state's plan; set forth policies used to guide postdisaster response and recovery activities; describe the chain of command during the postdisaster response and recovery period; describe initial and continuous postdisaster response and recovery actions; identify the roles and responsibilities of each involved agency and organization; provide for a comprehensive communications plan; establish procedures for coordinating and monitoring statewide mutual aid agreements reimbursable under federal public disaster assistance programs; provide for rapid impact assessment teams; ensure the availability of an effective statewide urban search and rescue program coordinated with the fire services; ensure the existence of a comprehensive statewide medical care and relief plan administered by the Department of Health; and establish systems for coordinating volunteers and accepting and distributing donated funds and goods.

4. Include additional provisions addressing aspects of preparedness, response, recovery, and mitigation as determined necessary by the division.

5. Address the need for coordinated and expeditious deployment of state resources, including the Florida National Guard. In the case of an imminent major disaster, procedures should address predeployment of the Florida National Guard, and, in the case of an imminent catastrophic disaster, procedures should address predeployment of the Florida National Guard and the United States Armed Forces.

6. Establish a system of communications and warning to ensure that the state's population and emergency management agencies are warned of developing emergency situations, including public health emergencies, and can communicate emergency response decisions.

7. Establish guidelines and schedules for annual exercises that evaluate the ability of the state and its political subdivisions to respond to minor, major, and catastrophic disasters and support local emergency management agencies. Such exercises shall be coordinated with local governments and, to the extent possible, the Federal Government.

8. Assign lead and support responsibilities to state agencies and personnel for emergency support functions and other support activities.

9. Include the public health emergency plan developed by the Department of Health pursuant to s. 381.00315.

10. Include an update on the status of the emergency management capabilities of the state and its political subdivisions. The update must include the emergency management capabilities related to public health emergencies, as determined in collaboration with the Department of Health.

The complete state comprehensive emergency management plan must be submitted to the President of the Senate, the Speaker of the House of

Representatives, and the Governor on February 1 of every even-numbered year.

(c) Assist political subdivisions in preparing and maintaining emergency management plans. Such assistance must include the development of a template for comprehensive emergency management plans, including plans for natural disasters, and guidance on the development of mutual aid agreements.

(n) Implement training programs to maintain this state's status as a national leader in emergency management and improve the ability of state and local emergency management personnel to prepare and implement emergency management plans and programs. This must shall include a continuous training program for agencies and individuals who that will be called on to perform key roles in state and local postdisaster response and recovery efforts and for local government personnel on federal and state postdisaster response and recovery strategies and procedures. The division shall specify requirements for the minimum number of training hours that county or municipal administrators, county or city managers, county or municipal emergency management directors, and county or municipal public works directors or other officials responsible for the construction and maintenance of public infrastructure must complete biennially in addition to the training required pursuant to s. 252.38(1)(b). Such training may be provided by the division or, for county personnel, by a foundation that is a not-for-profit corporation under s. 501(c)(3) of the Internal Revenue Code and has a governing board that includes in its membership county commissioners and professional county staff. If training is provided by a foundation, such training must be approved by the division.

~~(x) Report biennially to the President of the Senate, the Speaker of the House of Representatives, the Chief Justice of the Supreme Court, and the Governor, no later than February 1 of every odd-numbered year, the status of the emergency management capabilities of the state and its political subdivisions. This report must include the emergency management capabilities related to public health emergencies, as determined in collaboration with the Department of Health.~~

(dd) Conduct, by April 1 of each year, an annual hurricane readiness session in each region designated by the division to facilitate coordination between all emergency management stakeholders. Each county emergency management director or his or her designee shall, and other county and municipal personnel may, attend the session for his or her region. A session must include, but is not limited to, guidance on timelines for preparation and response, information on state and federal postdisaster resources and assistance, guidance to promote efficient and expedited rebuilding of the community after a hurricane, best practices for coordination and communication among entities engaged in postdisaster response and recovery, and discussion of any outstanding county or municipal preparedness or readiness needs.

Section 8. Subsection (4) of section 252.355, Florida Statutes, is renumbered as subsection (5), paragraph (b) of subsection (2) is amended, and a new subsection (4) is added to that section, to read:

252.355 Registry of persons with special needs; notice; registration program.—

(2) In order to ensure that all persons with special needs may register, the division shall develop and maintain a special needs shelter registration program. During a public health emergency in which physical distancing is necessary, as determined by the State Health Officer, the division must maintain information on special needs shelter options that mitigate the threat of the spread of infectious diseases.

(b) To assist in identifying persons with special needs, home health agencies, hospices, nurse registries, home medical equipment providers, the Department of Veterans' Affairs, the Department of Children and Families, the Department of Health, the Agency for Health Care Administration, the Department of Education, the Agency for Persons with Disabilities, the Department of Elderly Affairs, and memory disorder clinics shall, and any physician licensed under chapter 458 or chapter 459 and any pharmacy licensed under chapter 465 may, annually provide registration information to all of their special needs clients or their caregivers. The Florida Housing Finance Corporation shall enter into memoranda of understanding with the Department of Elderly Affairs and with the Agency for Persons with Disabilities to ensure special needs registration information is provided to residents of low-income senior independent living properties and independent living properties for persons with intellectual or developmental disabilities funded by the Florida Housing Finance Corporation, respectively. The division shall develop a brochure that provides information regarding special needs shelter registration procedures. The brochure must be easily accessible on the division's website. All appropriate agencies and community-based service providers, including aging and disability resource centers, memory disorder clinics, home health care providers, hospices, nurse registries, and home medical equipment providers, shall, and any physician licensed under chapter 458 or chapter 459 may, assist emergency management agencies by annually registering persons with special needs for special needs shelters, collecting registration information for persons with special needs as part of the program intake process, and establishing programs to educate clients about the registration process and disaster preparedness safety procedures. A client of a state-funded or federally funded service program who has a physical, mental, or cognitive impairment or sensory disability and who needs assistance in evacuating, or when in a shelter, must register as a person with special needs. The registration program shall give persons with special needs the option of preauthorizing emergency response personnel to enter their homes during search and rescue operations if necessary to ensure their safety and welfare following disasters.

(4) The caregiver of a person with special needs who is eligible for admission to a special needs shelter, and all persons for whom he or she is the caregiver, shall be allowed to shelter together in the special needs shelter. If a person with special needs is responsible for the care of persons without special needs, those persons shall be allowed to use the special needs shelter with the person with special needs.

Section 9. Effective January 1, 2026, subsection (2) of section 252.3611, Florida Statutes, is amended, and subsection (5) is added to that section, to read:

252.3611 Transparency; audits.—

(2) If ~~When~~ the duration of a declaration of a state of an emergency issued by the Governor exceeds 90 days:

(a)1. The Executive Office of the Governor or the appropriate agency, within 72 hours after of executing a contract executed with moneys authorized for expenditure to support the response to the declared state of emergency, must the Executive Office of the Governor or the appropriate agency shall submit a copy of such contract to the Legislature. For contracts executed during the first 90 days of the declared state of emergency, the Executive Office of the Governor or the appropriate agency shall submit a copy to the Legislature within the first 120 days of the declared state of emergency.

2. All contracts executed to support the response to a declared state of emergency, including contracts executed before a declared state of emergency to secure resources or services in advance or anticipation of an emergency, must be posted on the secure contract tracking system required under s. 215.985(14).

(b) The Executive Office of the Governor or the appropriate agency shall submit monthly reports to the Legislature of all state expenditures, revenues received, and funds transferred by an agency during the previous month to support the declared state of emergency.

(5) Annually, by January 15, the division shall report to the President of the Senate, the Speaker of the House of Representatives, and the chairs of the appropriations committee of each house of the Legislature on expenditures related to emergencies incurred over the year from November 1 of the previous year. The report must include:

(a) A separate summary of each emergency event, whether complete or ongoing, and key actions taken by the division.

(b) Details of expenditures, separated by emergency event and agency, for preparing for, responding to, or recovering from the event. The report must specify detailed expenditures for the entire report time period; specify total expenditures for the event; and indicate amounts that are being or are anticipated to be reimbursed by the Federal Emergency Management

Agency or other federal entity, amounts ineligible for reimbursement, and any amounts deobligated by the Federal Emergency Management Agency or other federal entity for reimbursement. The division shall review expenditures by state agencies to ensure that efforts, purchases, contracts, or expenditures are not duplicated.

(c) An accounting of all inventory and assets purchased, separated by emergency event and agency, for preparing for, responding to, or recovering from the event, including motor vehicles, boats, computers, and other equipment, and the current status of such assets, including divestment, sale, or donation by the state. The report must include a detailed accounting for the entire report time period and specify a total for the event.

Section 10. Paragraph (a) of subsection (1) of section 252.363, Florida Statutes, is amended to read:

252.363 Tolling and extension of permits and other authorizations.—

(1)(a) The declaration of a state of emergency issued by the Governor for a natural emergency tolls the period remaining to exercise the rights under a permit or other authorization for the duration of the emergency declaration. Further, the emergency declaration extends the period remaining to exercise the rights under a permit or other authorization for 24 months in addition to the tolled period. The extended period to exercise the rights under a permit or other authorization may not exceed 48 months in total in the event of multiple natural emergencies for which the Governor declares a state of emergency. The tolling and extension of permits and other authorizations under this paragraph shall apply retroactively to September 28, 2022, except in the case of the formal determination of the delineation of the extent of wetlands under s. 373.421, in which case tolling and extension of determinations under this paragraph shall apply retroactively to January 1, 2023. This paragraph applies to the following:

1. The expiration of a development order issued by a local government.
2. The expiration of a building permit.
3. The expiration of a permit issued by the Department of Environmental Protection or a water management district pursuant to part IV of chapter 373.
4. Permits issued by the Department of Environmental Protection or a water management district pursuant to part II of chapter 373 for land subject to a development agreement under ss. 163.3220-163.3243 in which the permittee and the developer are the same or a related entity.
5. The buildout date of a development of regional impact, including any extension of a buildout date that was previously granted as specified in s. 380.06(7)(c).

6. The expiration of a development permit or development agreement authorized by Florida Statutes, including those authorized under the Florida Local Government Development Agreement Act, or issued by a local government or other governmental agency.

7. The formal determination of the delineation of the extent of wetlands under s. 373.421.

Section 11. Subsection (4) of section 252.365, Florida Statutes, is amended to read:

252.365 Emergency coordination officers; disaster-preparedness plans.

(4) On or before May 1 of each year, the head of each agency shall notify the Governor and the division in writing of the person initially designated as the emergency coordination officer for such agency and her or his alternate and of any changes in persons so designated thereafter.

Section 12. Section 252.3655, Florida Statutes, is amended to read:

252.3655 Natural hazards risks and mitigation interagency coordinating group ~~workgroup~~.—

(1)(a) An interagency coordinating group ~~workgroup~~ is created for the purpose of sharing information on the current and potential risks and impacts of natural hazards throughout this ~~the~~ state, coordinating the ongoing efforts of state agencies in addressing and mitigating the risks and impacts of natural hazards, and collaborating on statewide initiatives to address and mitigate the risks and impacts of natural hazards. As used in this section, the term “natural hazards” includes, but is not limited to, extreme heat, drought, wildfire, sea-level change, high tides, storm surge, saltwater intrusion, stormwater runoff, flash floods, inland flooding, and coastal flooding.

(b) The agency head, or his or her designated senior manager, from each of the following agencies shall serve on the coordinating group:

1. Chief Resilience Officer of the Statewide Office of Resilience.
2. Department of Agriculture and Consumer Services.
3. Department of Commerce.
4. Department of Environmental Protection.
5. Department of Financial Services.
6. Department of Law Enforcement.
7. Department of Highway Safety and Motor Vehicles.
8. Department of Military Affairs.

9. Division of Emergency Management.

10. Department of Transportation.

11. Fish and Wildlife Conservation Commission.

12. Office of Insurance Regulation.

13. Public Service Commission.

~~14. Each water management district Each agency within the executive branch of state government, each water management district, and the Florida Public Service Commission shall select from within such agency a person to be designated as the agency liaison to the workgroup.~~

(c) The director of the Division of Emergency Management, or his or her designee, shall serve as the administrator liaison to and coordinator of the coordinating group workgroup.

(d) Each agency representative liaison shall provide information from his or her respective agency, including all relevant reports, on the current and potential risks and impacts of natural hazards to this state to his or her agency, agency resources available, and efforts made by the agency to address and mitigate the risks and impacts of against natural hazards, and efforts made by the agency to address the impacts of natural hazards.

(e)1. The coordinating group workgroup shall meet in person or by means of communications media technology as provided in s. 120.54(5)(b)2. at least teleconference on a quarterly basis to share information, leverage agency resources, coordinate ongoing efforts, and provide information for inclusion in the annual progress report submitted pursuant to subsection (2). Agency heads for the agencies listed in paragraph (b) shall meet in person at least annually to collectively strategize and prioritize state efforts.

2. Information regarding the coordinating group, including meeting agendas and reports, must be posted in a conspicuous location on the division's website.

(2)(a) On behalf of the coordinating group workgroup, the division of ~~Emergency Management~~ shall prepare an annual progress report on the implementation of the state's hazard mitigation plan, developed and submitted in accordance with 42 U.S.C. s. 5165 and any implementing regulations, as it relates to natural hazards. At a minimum, the annual progress report must:

1. Assess each agency's the relevance, level, and significance of current agency efforts to address and mitigate the risks and impacts of natural hazards; and

2. Strategize and prioritize ongoing efforts to address and mitigate the risks and impacts of natural hazards;

3. Provide recommendations regarding statutory changes and funding that may assist in addressing or mitigating the risks and impacts of natural hazards; and

4. Provide recommendations for state and local natural hazard mitigation strategies.

~~(b) Each liaison is responsible for ensuring that the workgroup's annual progress report is posted on his or her agency's website.~~

~~(e) By January 1 of each year, 2019, and each year thereafter, the division on behalf of the coordinating group workgroup shall submit the annual progress report to the Governor, the President of the Senate, and the Speaker of the House of Representatives.~~

Section 13. Paragraphs (c) and (d) of subsection (5) of section 252.37, Florida Statutes, are redesignated as paragraphs (d) and (e), respectively, a new paragraph (c) is added to that subsection, and subsection (7) is added to that section, to read:

252.37 Financing.—

(5) Unless otherwise specified in the General Appropriations Act:

(c) If the division intends to accept or apply for federal funds for a division-administered program that is new, that will be implemented in a manner that is innovative or significantly different from the manner in which the program is typically administered, or that will require a state match for which the division will be required to seek new budget authority, the division must notify the Legislature of its intent to accept or apply for the federal funds. The notice must detail the federal program under which the funds will be accepted or applied for, the intended purpose and use of the funds, and the amount of funds, including the estimated state match.

(7) The division shall take steps to maximize the availability and expedite the distribution of financial assistance from the Federal Government to state and local agencies. Such steps must include the standardization and streamlining of the application process for financial assistance through the federal Public Assistance Program and provision of assistance to applicants in order to mitigate the risk of noncompliance with federal program requirements. The division shall use federal funds allocated as management costs or other funds as appropriated to implement this subsection.

Section 14. Paragraph (a) of subsection (2) of section 252.373, Florida Statutes, is amended to read:

252.373 Allocation of funds; rules.—

(2) The division shall allocate funds from the Emergency Management, Preparedness, and Assistance Trust Fund to local emergency management

agencies and programs pursuant to criteria specified in rule. Such rules shall include, but are not limited to:

(a) Requiring that, at a minimum, a local emergency management agency either:

1. Have a program director who works at least 40 hours a week in that capacity; or

2. If the county has fewer than 75,000 population or is party to an interjurisdictional emergency management agreement entered into pursuant to ~~s. 252.38(3)(c)~~ ~~s. 252.38(3)(b)~~, that is recognized by the Governor by executive order or rule, have an emergency management coordinator who works at least 20 hours a week in that capacity.

Section 15. Paragraphs (a) and (b) of subsection (3) of section 252.38, Florida Statutes, are redesignated as paragraphs (b) and (c), respectively, a new paragraph (a) is added to that subsection, and paragraph (a) of subsection (1) is amended, to read:

252.38 Emergency management powers of political subdivisions.—Safeguarding the life and property of its citizens is an innate responsibility of the governing body of each political subdivision of the state.

(1) COUNTIES.—

(a) In order to provide effective and orderly governmental control and coordination of emergency operations in emergencies within the scope of ss. 252.31-252.90, each county within this state shall be within the jurisdiction of, and served by, the division. Except as otherwise provided in ss. 252.31-252.90, each local emergency management agency shall have jurisdiction over and serve an entire county. Unless part of an interjurisdictional emergency management agreement entered into pursuant to paragraph ~~(3)(c)~~ ~~(3)(b)~~ which is recognized by the Governor by executive order or rule, each county must establish and maintain such an emergency management agency and shall develop a county emergency management plan and program that is coordinated and consistent with the state comprehensive emergency management plan and program. Counties that are part of an interjurisdictional emergency management agreement entered into pursuant to paragraph ~~(3)(c)~~ ~~(3)(b)~~ which is recognized by the Governor by executive order or rule shall cooperatively develop an emergency management plan and program that is coordinated and consistent with the state comprehensive emergency management plan and program.

(3) EMERGENCY MANAGEMENT POWERS; POLITICAL SUBDIVISIONS.—

(a) Each political subdivision shall notify the division on or before May 1 each year of the person designated as the emergency contact for the political subdivision and his or her alternate and of any changes in persons so

designated thereafter. For a county, the emergency contact must be the county emergency management director.

Section 16. Section 252.381, Florida Statutes, is created to read:

252.381 Information related to natural emergencies; poststorm county and municipal permitting; operations.—

(1) Each county and municipality must post on its publicly accessible website:

(a) A frequently asked questions web page related to natural emergency response, emergency preparedness, and public relief for residents following an emergency. The web page must answer questions concerning resident evacuations; safety tips; generator, food and drinking water, and wastewater and stormwater safety; damage assessment; debris cleanup; accessing assistance through the Federal Emergency Management Agency and this state; building recovery; natural emergency guidance; applicable laws; and what to do before, during, and after an emergency.

(b) A disaster supply list and a list of emergency shelters.

(c) Links to information about flood zones.

(d) A checklist for residents explaining next steps to take during postdisaster recovery.

(e) Information specific to persons with disabilities, including, but not limited to, guidelines for special needs shelter registration; an explanation of how to register for special needs shelters and where to obtain assistance with that process; guidelines as to the level of care that is or is not provided at a special needs shelter as well as situations when either a general population shelter or hospital should be considered; and any other postdisaster assistance or resources available to affected persons with disabilities impacted by a disaster.

(2)(a) Each county and municipality shall develop a poststorm permitting plan to expedite recovery and rebuilding by providing for special building permit and inspection procedures after a hurricane or tropical storm. The plan must, at a minimum:

1. Ensure sufficient personnel are prepared and available to expeditiously manage postdisaster building inspection, permitting, and enforcement tasks. The plan must anticipate conditions that would necessitate supplemental personnel for such tasks and address methods for fulfilling such personnel needs, including through mutual aid agreements as authorized in s. 252.40, other arrangements, such as those with private sector contractors, or supplemental state or federal funding. The plan must include training requirements and protocols for supplemental personnel to ensure compliance with local floodplain management requirements that apply within the county or municipality.

2. Account for multiple or alternate locations where building permit services may be offered in person to the public following a hurricane or tropical storm during regular business hours.

3. Specify a protocol to expedite permitting procedures and, if practicable, for the waiver or reduction of applicable fees in accordance with and in addition to the procedures and waivers provided for under s. 553.7922. The plan must identify the types of permits that are frequently requested following a hurricane or tropical storm and methods to expedite the processing of such permits.

4. Specify procedures and resources necessary to promote expeditious debris removal following a hurricane or tropical storm.

(b) Each county and municipality shall update the plan no later than May 1 annually.

(3)(a) By May 1 annually, each county and municipality shall publish on its website a hurricane and tropical storm recovery permitting guide for residential and commercial property owners. The guide must describe:

1. The types of poststorm repairs that require a permit and applicable fees.

2. The types of poststorm repairs that do not require a permit.

3. The poststorm permit application process and specific modifications the county or municipality commonly makes to expedite the process, including the physical locations where permitting services will be offered.

4. Local requirements for rebuilding specific to the county or municipality, including elevation requirements following substantial damage and substantial improvement pursuant to the National Flood Insurance Program (NFIP) and any local amendments to the building code.

(b) As soon as practicable following a hurricane or tropical storm, a county or municipality within the area for which a state of emergency pursuant to s. 252.36 for such hurricane or tropical storm is declared shall publish updates on its website to the information required under paragraph (a) which are specific to such storm, including any permitting fee waivers or reductions.

(4) For 180 days after a state of emergency is declared pursuant to s. 252.36 for a hurricane or tropical storm, a county or municipality within the area for which the state of emergency is declared may not increase building permit or inspection fees.

(5) On or before May 1, 2026, each county and municipality must provide an online option for receiving, reviewing, and accessing substantial damage and substantial improvement letters. The county or municipality must allow

homeowners to provide an e-mail address where they can receive digital copies of such letters.

(6) As soon as reasonably practicable following the landfall and passage of a hurricane or tropical storm, each county and municipality that has experienced a direct impact from a natural emergency must use its best efforts to open a permitting office at which residents can access government services for at least 40 hours per week.

Section 17. Subsections (2) and (3) of section 252.385, Florida Statutes, are amended to read:

252.385 Public shelter space; public records exemption.—

(2)(a) The division shall administer a program to survey existing schools, universities, community colleges, and other state-owned, municipally owned, and county-owned public buildings and any private facility that the owner, in writing, agrees to provide for use as a public hurricane evacuation shelter to identify those that are appropriately designed and located to serve as such shelters. The owners of the facilities must be given the opportunity to participate in the surveys. The state university boards of trustees, district school boards, community college boards of trustees, and the Department of Education are responsible for coordinating and implementing the survey of public schools, universities, and community colleges with the division or the local emergency management agency.

~~(b) By January 31 of each even-numbered year, the division shall prepare and submit a statewide emergency shelter plan to the Governor and Cabinet for approval, subject to the requirements for approval in s. 1013.37(2). The emergency shelter plan must project, for each of the next 5 years, the hurricane shelter needs of the state, including periods of time during which a concurrent public health emergency may necessitate more space for each individual to accommodate physical distancing. In addition to information on the general shelter needs throughout this state, the plan must identify the general location and square footage of special needs shelters, by regional planning council region. The plan must also include information on the availability of shelters that accept pets. The Department of Health shall assist the division in determining the estimated need for special needs shelter space and the adequacy of facilities to meet the needs of persons with special needs based on information from the registries of persons with special needs and other information.~~

(3)(a) The division shall annually provide by October 15 to the Governor, the President of the Senate, and the Speaker of the House of Representatives a report that includes, and the Governor a list of facilities recommended to be retrofitted using state funds. State funds should be maximized and targeted to projects in counties regional planning council regions with hurricane evacuation shelter deficits. Additionally, the division shall prioritize on the list of recommended facilities other state-owned, municipal-owned, and county-owned public buildings, other than schools, for

retrofitting using state funds. The owner or lessee of a public hurricane evacuation shelter that is included on the list of facilities recommended for retrofitting is not required to perform any recommended improvements.

(b) The report required in paragraph (a) must include a statewide emergency shelter plan that must project, for each of the next 5 years, the hurricane shelter needs of the state. In addition to information on the general shelter needs throughout this state, the plan must identify, by county, the general location and square footage of special needs shelters. The plan must also include information on the availability of shelters that accept pets. The Department of Health and the Agency for Persons with Disabilities shall assist the division in determining the estimated need for special needs shelter space, the estimated need for general shelter space to accommodate persons with developmental disabilities, including, but not limited to, autism, and the adequacy of facilities to meet the needs of persons with special needs based on information from the registries of persons with special needs and other information.

Section 18. Section 252.422, Florida Statutes, is created to read:

252.422 Restrictions on county or municipal regulations after a hurricane.—

(1) As used in this section, the term “impacted local government” means a county listed in a federal disaster declaration located entirely or partially within 100 miles of the track of a storm declared to be a hurricane by the National Hurricane Center while the storm was categorized as a hurricane or a municipality located within such a county.

(2) For 1 year after a hurricane makes landfall, an impacted local government may not propose or adopt:

(a) A moratorium on construction, reconstruction, or redevelopment of any property.

(b) A more restrictive or burdensome amendment to its comprehensive plan or land development regulations.

(c) A more restrictive or burdensome procedure concerning review, approval, or issuance of a site plan, development permit, or development order, to the extent that those terms are defined in s. 163.3164.

(3) Notwithstanding subsection (2), a comprehensive plan amendment, land development regulation amendment, site plan, development permit, or development order approved or adopted by an impacted local government before or after the effective date of this act may be enforced if:

(a) The associated application is initiated by a private party other than the impacted local government and the property that is the subject of the application is owned by the initiating private party;

(b) The proposed comprehensive plan amendment was submitted to reviewing agencies pursuant to s. 163.3184 before landfall; or

(c) The proposed comprehensive plan amendment or land development regulation is approved by the state land planning agency pursuant to s. 380.05.

(4)(a) Any person may file suit against any impacted local government for declaratory and injunctive relief to enforce this section.

(b) A county or municipality may request a determination by a court of competent jurisdiction as to whether such action violates this section. Upon such a request, the county or municipality may not enforce the action until the court has issued a preliminary or final judgment determining whether the action violates this section.

(c) Before a plaintiff may file suit, the plaintiff shall notify the impacted local government by setting forth the facts upon which the complaint or petition is based and the reasons the impacted local government's action violates this section. Upon receipt of the notice, the impacted local government shall have 14 days to withdraw or revoke the action at issue or otherwise declare it void. If the impacted local government does not withdraw or revoke the action at issue within the time prescribed, the plaintiff may file suit. The plaintiff shall be entitled to entry of a preliminary injunction to prevent the impacted local government from implementing the challenged action during pendency of the litigation. In any action instituted pursuant to this paragraph, the prevailing plaintiff shall be entitled to reasonable attorney fees and costs.

(d) In any case brought under this section, all parties are entitled to the summary procedure provided in s. 51.011, and the court shall advance the cause on the calendar.

(5) The Office of Program Policy Analysis and Government Accountability (OPPAGA) shall conduct a study on actions taken by local governments after hurricanes which are related to comprehensive plans, land development regulations, and procedures for review, approval, or issuance of site plans, permits, or development orders. The study must focus on the impact that local governmental actions, including moratoriums, ordinances, and procedures, have had or may have on construction, reconstruction, or redevelopment of any property damaged by hurricanes. In its research, OPPAGA shall survey stakeholders that play integral parts in the rebuilding and recovery process. OPPAGA shall make recommendations for legislative options to remove impediments to the construction, reconstruction, or redevelopment of any property damaged by a hurricane and prevent the implementation by local governments of burdensome or restrictive procedures and processes. OPPAGA shall submit the report to the President of the Senate and the Speaker of the House of Representatives by December 1, 2025.

Section 19. Effective January 1, 2026, section 252.505, Florida Statutes, is created to read:

252.505 Breach of contract during emergency recovery periods for natural emergencies.—Each state or local government contract for goods or services related to emergency response for a natural emergency entered into, renewed, or amended on or after July 1, 2025, must include a provision that requires a vendor or service provider that breaches such contract during an emergency recovery period to pay a \$5,000 penalty and damages, which may be either actual and consequential damages or liquidated damages. As used in this section, the term “emergency recovery period” means a 1-year period that begins on the date that the Governor initially declared a state of emergency for a natural emergency.

Section 20. Subsection (4) is added to section 373.423, Florida Statutes, to read:

373.423 Inspection.—

(4)(a) By September 1, 2026, the department shall submit a Flood Inventory and Restoration Report to the Division of Emergency Management. The department must work with water management districts, local governments, and operators of public and private stormwater management systems to compile the necessary information for the report, which must:

1. Identify priority infrastructure needs within each water management district jurisdiction that may result in flooding or property damage or threaten human health if left unaddressed;

2. Identify locations that have both historic flooding occurrences, based on flood zones identified by the Federal Emergency Management Agency, and the potential to flood from future significant storm events, such as hurricanes and tropical storms;

3. For each location identified in subparagraph 1. or subparagraph 2., include an inspection and maintenance schedule and specific information on the age of the infrastructure, upstream impacts, and other factors that may lead to system failure if unaddressed; and

4. Include a list of facilities prioritized for funding to address flooding issues.

(b) The owner of any priority infrastructure identified in the report must submit an inspection and maintenance schedule to the department.

(c) The department must review and update the report on a biannual basis. The report must provide information regarding compliance with the inspection and maintenance schedules, include any additional revisions based on storm event experience, and revise the list of facilities as new flooding events take place and new projects are implemented to alleviate infrastructure deficiencies which led to flooding events. The department

must submit an updated report to the Division of Emergency Management by September 1 of each year in which the report is due.

Section 21. Paragraph (a) of subsection (9) of section 380.0552, Florida Statutes, is amended to read:

380.0552 Florida Keys Area; protection and designation as area of critical state concern.—

(9) MODIFICATION TO PLANS AND REGULATIONS.—

(a) Any land development regulation or element of a local comprehensive plan in the Florida Keys Area may be enacted, amended, or rescinded by a local government, but the enactment, amendment, or rescission becomes effective only upon approval by the state land planning agency. The state land planning agency shall review the proposed change to determine if it is in compliance with the principles for guiding development specified in chapter 27F-8, Florida Administrative Code, as amended effective August 23, 1984, and must approve or reject the requested changes within 60 days after receipt. Amendments to local comprehensive plans in the Florida Keys Area must also be reviewed for compliance with the following:

1. Construction schedules and detailed capital financing plans for wastewater management improvements in the annually adopted capital improvements element, and standards for the construction of wastewater treatment and disposal facilities or collection systems that meet or exceed the criteria in s. 403.086(11) for wastewater treatment and disposal facilities or s. 381.0065(4)(l) for onsite sewage treatment and disposal systems.

2. Goals, objectives, and policies to protect public safety and welfare in the event of a natural disaster by maintaining a hurricane evacuation clearance time for permanent residents of no more than ~~24.5~~ 24 hours. The hurricane evacuation clearance time shall be determined by a hurricane evacuation study conducted in accordance with a professionally accepted methodology and approved by the state land planning agency. For purposes of hurricane evacuation clearance time:

a. Mobile home residents are not considered permanent residents.

b. The City of Key West Area of Critical State Concern established by chapter 28-36, Florida Administrative Code, shall be included in the hurricane evacuation study and is subject to the evacuation requirements of this subsection.

Section 22. The Department of Commerce shall conduct baseline modeling scenarios and gather data in order to determine a number of building permit allocations to be distributed in the Florida Keys Area based upon the hurricane evacuation clearance time provided in s. 380.0552(9)(a), Florida Statutes, as amended by this act. The permit allocations must be distributed to counties and municipalities based on the number of vacant buildable lots within each jurisdiction. The permit allocations must be

distributed over a period of at least 10 years but may not exceed 900 total permit allocations. All permits must be issued for vacant, buildable parcels, of which only one may be awarded for any individual parcel, and the distribution of which must prioritize allocations for owner-occupied residences, affordable housing, and workforce housing.

Section 23. Subsection (1) of section 400.063, Florida Statutes, is amended to read:

400.063 Resident protection.—

(1) The Health Care Trust Fund shall be used for the purpose of collecting and disbursing funds generated from the license fees and administrative fines as provided for in ss. 393.0673(5), 400.062(3), 400.121(2), and 400.23(8). Such funds shall be for the sole purpose of paying for the appropriate alternate placement, care, and treatment of residents who are removed from a facility licensed under this part or a facility specified in s. 393.0678(1) in which the agency determines that existing conditions or practices constitute an immediate danger to the health, safety, or security of the residents. If the agency determines that it is in the best interest of the health, safety, or security of the residents to provide for an orderly removal of the residents from the facility, the agency may utilize such funds to maintain and care for the residents in the facility pending removal and alternative placement. The maintenance and care of the residents shall be under the direction and control of a receiver appointed pursuant to s. 393.0678(1) or s. 400.126(1). However, funds may be expended in an emergency upon a filing of a petition for a receiver, upon the declaration of a state of local emergency pursuant to s. 252.38(3)(b)5. ~~s. 252.38(3)(a)5.~~, or upon a duly authorized local order of evacuation of a facility by emergency personnel to protect the health and safety of the residents.

Section 24. Subsection (7) of section 403.7071, Florida Statutes, is amended, and subsection (8) is added to that section, to read:

403.7071 Management of storm-generated debris.—Solid waste generated as a result of a storm event that is the subject of an emergency order issued by the department may be managed as follows:

(7) Unless otherwise specified in a contract or franchise agreement between a local government and a private solid waste or debris management service provider, a private solid waste or debris management service provider is not required to collect storm-generated yard trash, debris, or waste. Local governments are authorized and encouraged to add an addendum to existing contracts or franchise agreements for collection of storm-generated debris.

(8)(a) Each county and municipality shall apply to the department for authorization of at least one debris management site as described in subsection (2) and shall annually seek preauthorization for any previously approved debris management sites, as allowed by the department.

(b) A municipality may jointly apply for authorization of a debris management site with a county or at least one adjacent municipality, if the parties develop and approve a memorandum of understanding. Such memorandum must clearly outline the capacity of the debris management site and location of the site relative to each party. The memorandum of understanding must be approved annually as part of the preauthorization process described in paragraph (a).

Section 25. Section 489.1132, Florida Statutes, is created to read:

489.1132 Regulation of hoisting equipment used in construction, demolition, or excavation work during a hurricane.—

(1) As used in this section, the term:

(a) “Controlling entity” means the general contractor, prime contractor, or construction manager with overall responsibility for a construction project.

(b) “Hoisting equipment” means power-operated cranes, derricks, and hoists used in construction, demolition, or excavation work that are regulated by the Occupational Safety and Health Administration.

(c) “Mobile crane” means a type of hoisting equipment incorporating a cable-suspended latticed boom or hydraulic telescoping boom designed to be moved between operating locations by transport over a roadway. The term does not include a mobile crane with a boom length of less than 25 feet or a maximum rated load capacity of less than 15,000 pounds.

(d) “Tower crane” means a type of hoisting equipment using a vertical mast or tower to support a working boom in an elevated position if the working boom can rotate to move loads laterally either by rotating at the top of the mast or tower or by the rotation of the mast or tower itself, whether the mast or tower base is fixed in one location or ballasted and moveable between locations.

(2)(a) When a tower crane or mobile crane is located on a worksite, a hurricane preparedness plan for the crane must be available for inspection at the worksite.

(b) In preparation for a hurricane, the controlling entity must ensure that hoisting equipment is secured in the following manner no later than 24 hours before the impacts of the hurricane are anticipated to begin:

1. All hoisting equipment must be secured in compliance with manufacturer recommendations relating to hurricane and high-wind events, including any recommendations relating to the placement, use, and removal of advertising banners and rigging.

2. Tower crane turntables must be lubricated before the event.

3. Fixed booms on mobile cranes must be laid down whenever feasible.
4. Booms on hydraulic cranes must be retracted and stored.
5. The counterweights of any hoists must be locked below the top tie-in.
6. Tower cranes must be set in the weathervane position.
7. All rigging must be removed from hoist blocks.
8. All power at the base of tower cranes must be disconnected.

(3) A person licensed under this part who intentionally violates this section is subject to discipline under ss. 455.227 and 489.129.

(4) The Florida Building Commission shall establish best practices for the utilization of tower cranes and hoisting equipment on construction job sites during hurricane season and report its findings to the Legislature by December 31, 2026.

Section 26. Subsection (6) of section 553.902, Florida Statutes, is amended to read:

553.902 Definitions.—As used in this part, the term:

(6) “Renovated building” means a residential or nonresidential building undergoing alteration that varies or changes insulation, HVAC systems, water heating systems, or exterior envelope conditions, if the estimated cost of renovation exceeds 30 percent of the assessed value of the structure. However, if the alteration is a result of a natural disaster that is the subject of a declaration of a state of emergency by the Governor, the estimated cost of renovation must exceed 75 percent of the fair market value of the building before the natural disaster.

Section 27. The Division of Emergency Management shall consult with local governments, the Department of Business and Professional Regulation, the Department of Environmental Protection, and any other appropriate agencies to develop recommendations for statutory changes necessary to streamline the permitting process for repairing and rebuilding structures damaged during natural emergencies. By July 1, 2026, the division shall provide a report containing such recommendations to the President of the Senate and the Speaker of the House of Representatives.

Section 28. (1) Each county listed in the Federal Disaster Declaration for Hurricane Debby (DR-4806), Hurricane Helene (DR-4828), or Hurricane Milton (DR-4834), and each municipality within one of those counties, may not propose or adopt any moratorium on construction, reconstruction, or redevelopment of any property damaged by such hurricanes; propose or adopt more restrictive or burdensome amendments to its comprehensive plan or land development regulations; or propose or adopt more restrictive or burdensome procedures concerning review, approval, or issuance of a site

plan, development permit, or development order, to the extent that those terms are defined by s. 163.3164, Florida Statutes, before October 1, 2027, and any such moratorium or restrictive or burdensome comprehensive plan amendment, land development regulation, or procedure shall be null and void ab initio. This subsection applies retroactively to August 1, 2024.

(2) Notwithstanding subsection (1), any comprehensive plan amendment, land development regulation amendment, site plan, development permit, or development order approved or adopted by a county or municipality before or after the effective date of this act may be enforced if:

(a) The associated application is initiated by a private party other than the county or municipality.

(b) The property that is the subject of the application is owned by the initiating private party.

(3)(a) A resident of or the owner of a business in a county or municipality may bring a civil action for declaratory and injunctive relief against the county or municipality for a violation of this section. Pending adjudication of the action and upon filing of a complaint showing a violation of this section, the resident or business owner is entitled to a preliminary injunction against the county or municipality preventing implementation of the moratorium or the comprehensive plan amendment, land development regulation, or procedure. If such civil action is successful, the resident or business owner is entitled to reasonable attorney fees and costs.

(b) Attorney fees and costs and damages may not be awarded pursuant to this subsection if:

1. The resident or business owner provides the governing body of the county or municipality written notice that a proposed or enacted moratorium, comprehensive plan amendment, land development regulation, or procedure is in violation of this section; and

2. The governing body of the county or municipality withdraws the proposed moratorium, comprehensive plan amendment, land development regulation, or procedure within 14 days; or, in the case of an adopted moratorium, comprehensive plan amendment, land development regulation, or procedure, the governing body of a county or municipality notices an intent to repeal within 14 days after receipt of the notice and repeals the moratorium, comprehensive plan amendment, land development regulation, or procedure within 14 days thereafter.

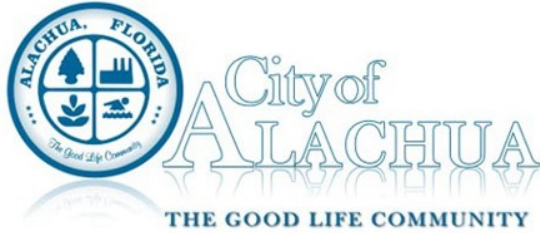
(4) This section expires June 30, 2028.

Section 29. The Division of Law Revision is directed to replace the phrase "the effective date of this act" wherever it occurs in this act with the date this act becomes a law.

Section 30. Except as otherwise provided in this act, this act shall take effect upon becoming a law.

Approved by the Governor June 26, 2025.

Filed in Office Secretary of State June 26, 2025.



Commission Agenda Item

MEETING DATE: August 11, 2025

SUBJECT: FY 25/26 Renewal of Commercial and Group Health Insurance Packages

PREPARED BY:

RECOMMENDED ACTION:

Renew the City Commercial insurance package with the Florida Municipal Insurance Trust (FMIT) at the base premium of \$792,130; the FMIT Group Health Insurance plan at the base premium of \$1,710,768.48; the Dental, Vision, Life and Employee Assistance Program group plans at a combined base premium of \$73,668.48; the storage tank liability, law enforcement death and disability policies, including "at work" coverage for all City employees at a base premium of \$6,000 and direct the City Manager to sign appropriate contract documents.

Summary

FY 25/25 COMMERCIAL AND GROUP HEALTH INSURANCE RENEWALS

Staff has met and provided all COA relevant information and data to Public Risk Management (PRM) and Preferred Governmental Insurance Trust (PGIT). PRM is a trust similar to FMIT and provides group property/liability services and group health benefits and PGIT provides only property/liability coverages. PGIT is represented by the Statewide agency of Brown & Brown. Both were prepared to submit proposals for property and casualty coverage but neither would claim that they could provide a package that was better than FMIT. The City provided all information concerning the City health plan and the experience of both but neither submitted a proposal for group health coverage.

COMMERCIAL PACKAGE (See Exhibit A)

See attached FY 2024/2025 and FY 2025/2026 renewals for premium comparisons. It is noted the total 25/26 Commercial Package Rate is 2% lower than the current year (Exhibit A).

General and Professional Liability (GL & PL)

Rates are tied to City payroll, city loss experience and loss experience in the total trust group. The City has not experienced a loss in the current rating period. A projected 5% overall City payroll increase and loss experience of the trust based primarily on claim related costs have resulted in a 15% increase.

Cyber Liability

Cyber liability premium of \$3,165 is increased by \$151. The 5% FY 25/26 increase comes in the

fourth year of the split out of Cyber Liability Coverage from the GL & PL package. The FMIT 5% underwriting increase is a reasonable adjustment to establish and stabilize the rate for the “new” coverage category.

Auto (All motor vehicles including largest trucks and equipment)

The Base Property Damage premium total is increased by \$ \$9,566 (20%) and Liability coverage total is increased by \$11,660 (46%). The percentage of increase is based on the historically low cost of FMIT coverage (less than \$600.00 per year per vehicle) and the increase in the cost of each liability and each COA vehicle damage claim). Vehicles are more expensive to purchase and special equipment costs have increased dramatically. The insured value and liability rating varies per unit and the purchase and sale of 151 budgeted units is a fluid process that takes place during the budget year.

Increases in the cost of vehicles and repairs have driven premiums increases in the marketplace by more than 20 percent. The City fleet presently consists of 151 units. The inventory of units is reported to FMIT in real time and all premium adjustments occur on the following quarterly billing. City vehicle insurance premiums remain low with an average for all units (large bucket trucks, dump truck, pool cars and everything in between, including annual liability and property damage premium, is less than \$623.64 per unit for per year (FY 2025/2026).

Property Coverage

Property insurance coverage includes that for City Hall, Legacy Multipurpose Center, Police Building, Operations Center, Electric Sub Stations, non-vehicle equipment, facilities such as the Wastewater Treatment Facility and lift stations to name the most obvious.

The City has experienced no storm losses over the past several seasons. However, other members of FMIT have not been as fortunate. Large losses along coastal and low-lying areas of the state have drawn down the reserves in the trust. FMIT called a meeting of trust members in May of 2023 and established the need for all members to contribute toward bringing the trust balance to fiscal soundness. Discussions, study and negotiations resulted in a formula adopted and recommended by actuaries for the trust. The contribution (rate increase) of members was determined by region based on experience. The City of Alachua is in the lowest category and property coverage premium was increased by 55 % at the FY 24/25 renewal. Other members experienced increases up to 150%.

City staff previously recognized the need to review its property schedule valuation in 2021 and submitted an amended schedule to FMIT. The action was taken recognizing our property is insured at “Replacement Cost.” The City also in the current year included an increase for coverage of an additional \$800,000 in Electric Division inventory (Transformers etc.) due to continuing supply chain delays.

FMIT, in 2024, determined it had not conducted appraisals of insured property since as far back as 2000. The City was among those not reviewed by FMIT in 14 years. The FMIT selected

professional appraisal firm began in June of 2023 and completed its work in May of 2024. Every single item of insured property was cataloged, photographed and valued. The staff of all departments worked with the designated appraiser. Inflation over the past 4 years, especially that accumulating since COVID19, has been dramatic. The value of City Buildings, booked at construction cost vs current value (example Legacy Multipurpose Center \$5,000,000 to \$13,449,600), resulted in a total property increase of \$30,272,589. The current replacement value/Total insured value or TIV, was increased from \$51,985,671 to \$82,258,260.

City staff worked closely with the appraiser throughout the long process, raising issues that were resolved before the final report. The increase in TIV of 57%, was reduced to 55%. Rates were not increased in 2023/2024. Property rates were increased 55% in FY 2024/2025. Negotiations for the FY 2025/2026 have yielded a 12% reduction (-\$51,148) of the current overall property premium (\$398,036 to \$346,888).

However, the construction of the new Well Field will be complete toward the end of calendar year 2025 and will add \$8.2 million to the property schedule. Further, the Theater Park renovation will add approximately an additional \$500,000 to the schedule. The Total Insurable Value (TIV) will be determined when both projects are complete.

Workers Compensation

The City payroll increase of 5% is offset by the reduction in experience rating. The current decrease in the experience modifier (aka experience mod or the EMod) from .98 to .80 yields a net 11% rate decrease (-\$18,765).

GROUP HEALTH RATE (See Exhibit B)

FY 2024/2025 and FY 2025/2026 renewals plus a Comparison Spreadsheet. The FY 25/26 FMIT Group Health Plans is at an 8.4% increase from current year. The 8.4% increase is 2 points below the Statewide Medical Cost Trend and the FMIT Trust is again absorbing a large loss covering our group.

Rate adjustments are based on two basic factors, first, the increase or decrease in the Medical Cost Trend (all cost of treatment) and the total premium verses payments made (loss ratio). The Medical Cost Trend for the current two-year billing cycle in Florida is plus 8.6% and the COA two-year loss ratio is 114%. City Staff, in an abundance of caution based on the protection of the right to privacy owed each claimant, is always reluctant to disclose any information that might identify any person covered by the City's group medical plan. It is important to say that the City Loss Ratio outside ten large claims was 70.24%. However, the ten large claim total of \$1,938,336.05 yields a total loss ratio of 114% for the two-year rating period.

City staff has studied plan options and alternatives while working closely with FMIT to develop a lower cost, but comparable coverage plan to bring more affordable coverage to employee dependents. Plan 18 was added as an employee option in 22/23 and 23/24. Happily, 14 employees have elected this higher deductible that reduces the cost to the employee and adds

the savings to the employee HSA account (Exhibit B) .

The City of Alachua focuses on developing a culture of safety and wellness in coordination with FMIT Group Health and Risk Management specialists. The joint program is a prominent part of discussions between the City and FMIT throughout every policy year. Our recognized Safety and Wellness Program and the City Drug Free Workplace also bring a continuing reduction in premium.

GROUP DENTAL, VISION, LIFE and EMPLOYEE ASSISTANCE PROGRAM (EAP)

The City provides, at no cost, group dental, vision, life and EAP (Exhibit B) coverage for all full-time employees. Employee paid dependent coverage is available at group rates. Payroll deduction is provided by the City for dependent coverage. There is no increase for Dental and Vision (Vision is \$5.66/mo and Dental is \$31.08/month). Life & EAP coverage Premium cost are low. Life is increased from \$6.02 to \$8.40/month (\$30,000-double indemnity & Life premiums have increased in small amounts twice over the last 12 years and EAP is included in this policy).

EMPLOYEE PAID SUPPLEMENTAL HEALTH BENEFITS

A long list of supplemental benefits is made available to employees at employee cost and by City provided payroll deduction. City Staff schedules and announces several opportunities each policy year for employees to meet with designated insurance representatives to be informed about and elect chosen overages.

AVAILABLE HEALTH SAVING AND FLEXIBLE SPENDING ACCOUNTS

The City makes available to all covered employees appropriate Health Savings and Flexible Spending Accounts. The Benefit is provided at no cost to the City or employee by the City's supplemental benefits provider.

FINANCIAL IMPACT

ADDITIONAL FINANCIAL INFORMATION

COMMISSION GOALS

Funding Source - General Fund

ATTACHMENTS

1. Exhibit A - 0002 City of Alachua (25.26) Mini Renewal COMPARISON
2. Exhibit B-FY2526 Health Coverage COMPARISON
3. Exhibit B - Alachua Coverage Agreement 10-01-25
4. Exhibit B - 2025 Standard Life Renewal City of Alachua



RENEWAL QUOTE FOR 2025-2026

City of Alachua
FMIT 0002

Coverage	Deductible	Limit	FY 25/26 Premium	FY 24/25 Premium	
General/Professional Liability	\$5,000	\$3,000,000	\$200,621	\$173,289	15% \$27,332
Cyber Liability	\$5,000	\$1,000,000	\$3,165	\$3,014	5% \$151
Automobile Liability	\$0	\$3,000,000	\$57,209	\$47,643	20% \$9,566
Automobile Physical Damage	Per Schedule		\$36,960	\$25,300	46% \$11,660
Property	\$5,000	\$85,330,146	\$346,888	\$398,036	12% \$51,148 - Decrease
Named Storm Deductible	10.00%				
Workers' Compensation	\$0	Total Payroll			
Experience Modification	0.80 10/1/25	\$9,590,260	\$147,287	\$166,052	11% \$18,765 - Decrease
	FY 24/25 0.98	\$9,133,579			
Total Premium:			\$792,130	\$813,333	2% \$21,203 - Decrease

*Includes: Drug Free Credit: Yes
Safety Credit: Yes

Please Note: All descriptions of coverage provided herein are intended for illustration and general discussion purposes. Do not rely upon this communication for coverage. Refer to the FMIT Coverage Agreement(s) for applicable coverage terms, conditions, limits and obligations.

The premiums quoted above are priced according to the coverage lines presented. Any change or deletion of coverages may result in re-pricing of remaining coverage lines.

EXHIBIT B FY 25/26 Premium Comparison

	FY 24/25				FY 25/26				
					8.4% Rate Increase - 114% Loss Ratio PEPY Increased By \$974.64 / PEPM Increased By \$81.22				
Health - Plan 14	Total Monthly Premium UHC - Plan 14	City Monthly Contribution UHC- Plan 14	Employee Contribution UHC- Plan 14		Total Monthly Premium UHC - Plan 14	City Monthly Contribution UHC- Plan 14	Employee Contribution UHC- Plan 14		Increase in Employee Contribution
Employee Only	\$ 966.96	\$966.96	\$0.00	N/A	\$ 1,048.18	\$1048.18	\$0.00	N/A	\$0.00
Employee / Spouse	\$ 1,933.92	\$966.96	\$966.96	N/A	\$ 2,096.38	\$1048.18	\$1048.20	N/A	\$81.22
Employee / Children	\$ 1,837.22	\$966.96	\$870.26	N/A	\$ 1,991.56	\$1048.18	\$943.38	N/A	\$73.12
Family	\$ 3,094.24	\$966.96	\$2,127.28	N/A	\$ 3,354.16	\$1048.18	\$2,305.98	N/A	\$178.70
Health - HSA Plan 5	Total Monthly Premium UHC - HSA Plan 5	City Monthly Contribution UHC- HSA Plan 5	Employee Contribution UHC-HSA Plan 5	COA Contribution PEPM to HSA-Plan 5	Total Monthly Premium UHC - HSA Plan 5	City Monthly Contribution UHC- HSA Plan 5	Employee Contribution UHC- HSA Plan 5	COA Contribution PEPM to HSA Account -Plan 5	Increase in Employee Contribution
Employee Only	\$ 803.26	\$803.26	\$0.00	\$163.70	\$ 870.74	\$870.74	\$0.00	\$177.44	\$0.00
Employee / Spouse	\$ 1,606.48	\$803.26	\$803.22	\$163.70	\$ 1,741.42	\$870.74	\$870.68	\$177.44	\$67.46
Employee / Children	\$ 1,526.18	\$803.26	\$722.92	\$163.70	\$ 1,654.38	\$870.74	\$783.64	\$177.44	\$60.72
Family	\$ 2,570.12	\$803.26	\$1,766.86	\$163.70	\$ 2,786.02	\$870.74	\$1,915.28	\$177.44	\$148.42
Health - HSA Plan 18	Total Monthly Premium UHC - HSA Plan 18	City Monthly Contribution UHC- HSA Plan 18	Employee Contribution UHC- HSA Plan 18	COA Contribution PEPM to HSA Account -Plan 18	Total Monthly Premium UHC - HSA Plan 18	City Monthly Contribution UHC- HSA Plan 18	Employee Contribution UHC- HSA Plan 18	COA Contribution PEPM to HSA Account -Plan 18	Increase in Employee Contribution
Employee Only	\$ 672.84	\$672.84	\$0.00	\$294.12	\$ 729.36	\$729.36	\$0.00	\$318.82	\$0.00
Employee / Spouse	\$ 1,345.62	\$672.84	\$672.78	\$294.12	\$ 1,458.66	\$729.36	\$729.30	\$318.82	\$56.52
Employee / Children	\$ 1,278.38	\$672.84	\$605.54	\$294.12	\$ 1,385.76	\$729.36	\$656.40	\$318.82	\$50.86
Family	\$ 2,152.82	\$672.84	\$1,479.98	\$294.12	\$ 2,333.66	\$729.36	\$1,604.30	\$318.82	\$124.32
Dental No Increase thru 10/26	Monthly Premium	City Monthly Contribution	Employee Contribution		Monthly Premium	City Monthly Contribution	Employee Contribution	No Changes to Employee Monthly Contribution	
Employee Only	\$31.08	\$31.08	\$0.00		\$31.08	\$31.08	\$0.00	\$0.00	
Employee / Spouse	\$73.56	\$31.08	\$42.48		\$73.56	\$31.08	\$42.48	\$0.00	
Employee / Children	\$85.92	\$31.08	\$54.84		\$85.92	\$31.08	\$54.84	\$0.00	
Family	\$124.28	\$31.08	\$93.20		\$124.28	\$31.08	\$93.20	\$0.00	
Vision No Increase thru 10/26	Monthly Premium	City Monthly Contribution	Employee Contribution		Monthly Premium	City Monthly Contribution	Employee Contribution	No Changes to Employee Monthly Contribution	
Employee Only	\$5.66	\$5.66	\$0.00		\$5.66	\$5.66	\$0.00	\$0.00	
Employee + 1	\$11.34	\$5.66	\$5.68		\$11.34	\$5.66	\$5.68	\$0.00	
Family	\$15.05	\$5.66	\$9.39		\$15.05	\$5.66	\$9.39	\$0.00	
Life Insurance, AD & D and EAP INCREASE thru 09/30/2027 10/27	Monthly Premium	City Monthly Contribution	Employee Contribution		Monthly Premium	City Monthly Contribution	Employee Contribution		
\$30,000 Paid 100% by City	\$6.02	\$6.02	\$0.00		\$8.40	\$8.40	\$0.00		

Deductible

14	\$1,000 Employee	\$2,000 Family	Copay
18	\$5,000 Employee	\$10,000 Family	HSA
5	\$1,650 Employee	\$3,500 Family	HSA

Out of Pocket Maximum

14	\$4,000 Employee	\$8,000 Family	Copay
18	\$6,550 Employee	\$13,100 Family	HSA
5	\$3,750 Employee	\$7,500 Family	HSA



This Coverage Agreement shall memorialize the group health plan coverage and required premiums as agreed between Florida Municipal Insurance Trust ("FMIT") and the City of Alachua ("Designated Member").
The effective date of this agreement is 10/01/2024-09/30/2025.

Coverage / Plans

Medical Coverage
UnitedHealthcare, Rx Copays \$10/\$35/\$60; 2.5 for mail order \$25/\$87.50/\$150

Premiums

UnitedHealthcare Choice Plus HSA Plan 5	
Employee	\$870.73
Employee + Spouse	\$1,741.42
Employee + Children	\$1,654.38
Employee + Family	\$2,786.01

UnitedHealthcare Choice Plus Plan 14	
Employee	\$1,048.18
Employee + Spouse	\$2,096.37
Employee + Children	\$1,991.55
Employee + Family	\$3,354.16

UnitedHealthcare Choice Plus HSA Plan 18	
Employee	\$729.36
Employee + Spouse	\$1,458.65
Employee + Children	\$1,385.76
Employee + Family	\$2,333.66

Other Specified Items

As a condition of the Coverage/Plans provided pursuant to this Coverage Agreement, Designated Member agrees to use UnitedHealthcare Benefit Services for all administration of benefits under the Continuation of Health Coverage requirements of the Consolidated Omnibus Budget Reconciliation Act, more commonly referred to as "COBRA" benefits.

Disclosure (new FMIT groups only)
Dependent SSN for enrollment

Signatures

Representative, Florida Municipal Insurance TrustDate

Representative, City of AlachuaDate

Note: Termination of coverage requires a 45 day written notice.



CITY OF ALACHUA

2025 Renewal Summary

Policy 649026

Thank you for choosing Standard Insurance Company (The Standard) as your employee benefits partner since October 1, 2011. We appreciate your business and the opportunity to renew our commitment. We strive to provide CITY OF ALACHUA and your employees outstanding value, expertise and personal service.

As always, our goal is to help you take care of your business and your employees. Our team remains committed to helping you achieve strategic goals for your benefits program, streamline administration and increase employee satisfaction. In short — better results with less noise. Thank you again for your continued business.

Our Approach to Renewals — Continued Partnership

The renewal rates for your Group Life insurance will be effective October 1, 2025.

For your renewal, we utilized manual rates to determine the appropriate rate for renewal. Our manual rates use the demographics of your employees to determine the appropriate rates. Factors such as gender, age, salary, occupation and plan design contribute to determining the manual rate.

Please consider this renewal package the next step in our ongoing conversation about how we can best meet your needs. We may be able to work together to help you get more value out of your benefits program or reduce overall costs. We'd be happy to re-evaluate your plan design and benefits usage and discuss your options.

Your Basic Life Renewal

We understand that handling a Life insurance claim takes a special touch. Our Life benefits analysts complete annual grief training. This program helps them empathize with beneficiaries and recognize when they need special attention. We strive to help you make a tough time easier. Our goal is to provide support with easy claim filing, timely decisions, and prompt payment of approved claims.

Census Demographics for Basic Life

Categories	Prior Calculation	Current Calculation	Change
Female Lives	40	46	6
Male Lives	89	95	6
Benefit Volume	\$3,775,500	\$4,119,000	\$343,500
% Benefit Volume Age 50 +	36%	40%	4%

Based on our thorough analysis, we're offering the renewal rate[s] listed below.

Renewal Date	Current Rate *	Renewal Rate *	Monthly Premium Change **
October 1, 2025	\$0.149	\$0.220	\$292

* Rate mode is Per \$1000 of Benefit

** Final premium change will be determined based on your group's composition at billing time

Rate will be guaranteed for 2 years until October 1, 2027.

The Standard is committed to helping you provide employees and their beneficiaries with the support they need. Below is a reminder of the additional services and tools offered with your Life plan.

The Life Services Toolkit

For employees, online services include estate planning and state-specific will preparation, identity theft prevention, financial calculators, wellness resources and more. For beneficiaries, the Life Services Toolkit offers grief and loss support by phone, online and face-to-face. They can also take advantage of access to financial counselors, legal consultation and other support services. This service is offered through a vendor that is not affiliated with The Standard.

Travel Assistance

Travel Assistance can provide a sense of security for your employees and their eligible family members anytime they travel with minimal restrictions. Available 24 hours a day — with access online or through a single phone call — Travel Assistance offers a full range of trip planning and travel support, including emergency evacuation services and medical, legal, and translation service referrals. This service is offered through a vendor that is not affiliated with The Standard.

Employee Assistance Program

The Employee Assistance Program (EAP) can help employees and managers resolve personal and workplace issues. The EAP provides 24/7 support from masters-degreed clinicians by phone, online, live chat, email and text. Employees and family members can receive referrals to support groups, a network counselor, community resources and face-to-face counseling sessions. EAP services can help with depression, family issues, life improvement, addictions, financial concerns, workplace conflicts and more. The EAP can also be connected to your health plan and other benefits you offer. This service is offered through a vendor not affiliated with The Standard.

Your Additional Life Renewal

Your Additional Life insurance from The Standard allows you to expand the benefit options you offer your employees. Your Additional Life plan can offer choice, flexibility, convenience and greater peace of mind for employees.

Census Demographics for Additional Life

Categories	Prior Calculation	Current Calculation	Change
Female Lives	9	6	-3
Male Lives	16	12	-4
Benefit Volume	\$1,989,500	\$1,339,500	\$-650,000
% Benefit Volume Age 50 +	42%	58%	16%

Based on our thorough analysis, we're offering the renewal rate[s] listed below.

Age Graded Rates for Additional Life:

Age Band	Current Rate *	Renewal Rate *	Volume	Monthly Premium Change **
0 – 29	\$0.100	\$0.100	\$0	\$0
30 – 34	\$0.110	\$0.110	\$0	\$0
35 – 39	\$0.150	\$0.150	\$100,000	\$0
40 – 44	\$0.240	\$0.240	\$110,000	\$0
45 – 49	\$0.400	\$0.400	\$350,000	\$0
50 – 54	\$0.610	\$0.610	\$620,000	\$0
55 – 59	\$1.000	\$1.000	\$120,000	\$0
60 – 64	\$1.150	\$1.150	\$20,000	\$0
65 – 69	\$2.120	\$2.120	\$19,500	\$0
70 – 74	\$3.490	\$3.490	\$0	\$0
75 and over	\$11.480	\$11.480	\$0	\$0
Total Monthly Premium Change:				\$0

* Rate mode is Per \$1000 of Benefit

Age Graded Rates for Spouse Life:

Age Band	Current Rate *	Renewal Rate *	Volume	Monthly Premium Change **
0 - 29	\$0.100	\$0.100	\$0	\$0
30 - 34	\$0.110	\$0.110	\$0	\$0
35 - 39	\$0.150	\$0.150	\$0	\$0
40 - 44	\$0.240	\$0.240	\$0	\$0
45 - 49	\$0.400	\$0.400	\$50,000	\$0
50 - 54	\$0.610	\$0.610	\$0	\$0
55 - 59	\$1.000	\$1.000	\$50,000	\$0
60 - 64	\$1.150	\$1.150	\$0	\$0
65 - 69	\$2.120	\$2.120	\$0	\$0
70 - 74	\$3.490	\$3.490	\$0	\$0
75 and over	\$11.480	\$11.480	\$0	\$0
Total Monthly Premium Change:				\$0

* Rate mode is Per \$1000, Elective

** Final premium change will be determined based on your group's composition at billing time

Rate will be guaranteed for 2 years until October 1, 2027.

Thank You and Next Steps

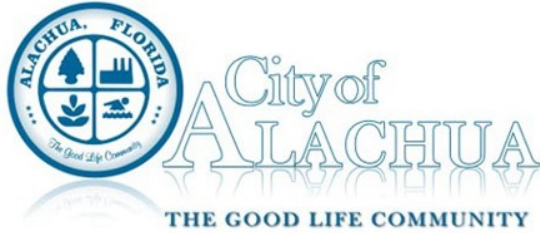
We appreciate the opportunity to continue our partnership with CITY OF ALACHUA.

A summary of our Renewal Offer is in the chart below. Thank you for allowing Standard Insurance Company the opportunity to support your insurance needs.

Product & Services *	Through 09/30/25	Effective 10/01/25
Basic Life	\$0.149 Per \$1000 of Benefit	\$0.220 Per \$1000 of Benefit
Employee Assistance Program	\$0.35 per member	\$0.60 per member
Travel Assistance	Included in Rates for Life	Included in Rates for Life
Basic AD&D	\$0.040 Per \$1000 of Benefit	\$0.040 Per \$1000 of Benefit
Additional Life	Rate Varies	No Change
Spouse Dependent Life	Rate Varies	No Change
Child Dependent Life	\$0.200 Per \$1000, Elective	\$0.200 Per \$1000, Elective

*The above shown rates are monthly.

You can count on us to help you retain and attract employees by providing the benefits and services they value – now and for years to come. We're always available to address any questions you have about this renewal or for any service needs. Please reach out to the Dallas group office at (800) 727-7112 and we'll be happy to help.



Commission Agenda Item

MEETING DATE: August 11, 2025

SUBJECT: Acquisition of Alachua County Tax Parcel 05900-002-029 (Pinkoson Springs)

PREPARED BY: David Wisener

RECOMMENDED ACTION:

Authorize and direct the Mayor to execute the vacant land contract for a purchase price \$170,000, plus buyer & seller closing costs, between Gina Cain Saunders a/k/a Gina L. Saunders. Scarlett Cain Merckel a/k/a Scarlet E. Merckel and Misty Rave Amundson-Cain a/k/a Misty R. Welsch. as Successor Trustees of the Revocable Inter-vivos Jeanette T. Cain Trust. dated October 27, 2000. and the City of Alachua for the purchase by the City of Alachua of Alachua County Tax Parcel 005900-002-029. Further, authorize and direct the Mayor to execute any and all documents necessary to close the purchase and sale in accordance with the contract documents.

Summary

An important ecological and cultural property for North Central Florida is here presented to the City Commission for potential acquisition. The six-plus acre property, Alachua County Tax Parcel # 05900-002-029, is home to several small springs existing along a spring run that feeds into the main Turkey Creek Tributary that also runs through the property. The property has been owned for more than 25 years by Joseph Gerald Cain and Jeanette Thomas Cain and passed in trust to their three daughters.

City staff contacted the Cain daughters through the husband of one and discussed the Cain family wish to have the public ultimately own the parcel. The Alachua City Commission also expressed interest in the City acquiring the property for public purposes. The Cain Trust has worked patiently with the City as staff has coordinated water sampling and quality studies and evaluated options for acquisition.

The history of the property traces back to the prehistoric era, with documentation of discovery of a projectile point and base in 1962 recorded in the Florida Master Site File. In more recent history, the general area was known as Lover's Retreat until 1925, when former Alachua County Sheriff Charles Pinkoson built Pinkoson Springs, a 100-foot-long concrete swimming pool that utilized pumps to fill and empty the pool with spring water for swimming and recreation. Pinkoson Springs was quite popular for several years, though the Pinkoson family sold the property after Sheriff Pinkoson passed away, and from 1940 to 1944, it was known as Milwaukee Springs, a rare recreation area explicitly for African Americans during the era of segregation. The property changed ownership again in 1944 and became known as Mineral Springs Park, which was in operation until at least 1948 and included a 60-person-capacity restaurant; 5,000-square-foot skating rink; and three cabins. The newspaper advertising history from *The Gainesville Sun* gives the impression that dwindling usage eventually caused Mineral Springs Park to go out of business.

Acquisition of this parcel would potentially provide the opportunity to not only preserve and continue studying and learning more of the details about the history of this property, but it would also provide opportunity for future ecological projects that could be directed toward improving the water quality of the springs and Turkey Creek, which directly charge the Floridan aquifer in the San Felasco Hammock, with potential to also look into ways of providing some level of additional flood mitigation for the Turkey Creek Subdivision. Preliminary water sampling studies also indicate that a primary source of the spring run likely emanates from under US Highway 441 (which was constructed in the 1950s), so there may also prove to be the possibility of addressing impacted spring flow rates in the future.

The City has hired a surveyor and mapper to establish a legal description and sketch of the property and also commissioned an appraisal. The Trustees of the Cain Trust have agreed to sell the property to the City at the \$170,000 appraised value plus the payment of all closing costs.

A contract for the City purchase, funded entirely by the Alachua County Wild Spaces and Public Places sales surtax passed by Alachua County voters, is attached.

FINANCIAL IMPACT

\$170,000 plus all seller and buyer closing cost.

ADDITIONAL FINANCIAL INFORMATION

COMMISSION GOALS

Funding Source - Other
Quality of Life
Community Enhancement

ATTACHMENTS

1. Cain Turkey Creek final Contract v02
2. Aerial Map pdf
3. Appraisal 05900-002-029 .js viewer
4. Pinkoson Spring - 1927 Photos
5. Milwaukee Springs Photo
6. Historical Descriptions of Pinkoson Springs

Vacant Land Contract

1. Sale and Purchase ("Contract"): See Paragraph 23f

("Seller") and City of Alachua Florida, a municipality in Alachua County
 ("Buyer") (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")
 described as:

Address: TBD, Alachua, FL 32615

Legal Description:

See Attached Exhibit "A"

SEC 28 /TWP / 08 /RNG 19 of Alachua County, Florida. Real Property ID No.: 05900-002-029
 including all improvements existing on the Property and the following additional property: NONE

2. Purchase Price: (U.S. currency)

\$ 170,000.00

All deposits will be made payable to "Escrow Agent" named below and held in escrow by:

Escrow Agent's Name: Gary D. Grunder/Grunder & Petteway, P.A.

Escrow Agent's Contact Person: Summer McLaughlin

Escrow Agent's Address: 23349 NW CR 236, Ste. 10, High Springs, FL 32643

Escrow Agent's Phone: 386-454-1298 x 226

Escrow Agent's Email: summer@grunder-petteway.com

(a) Initial deposit (\$0 if left blank) (Check if applicable)

☐ accompanies offer

☐ will be delivered to Escrow Agent within _____ days (3 days if left blank)
 after Effective Date

\$ 0.00

(b) Additional deposit will be delivered to Escrow Agent (Check if applicable)

☐ within _____ days (10 days if left blank) after Effective Date

☐ within _____ days (3 days if left blank) after expiration of Due Diligence Period

\$

(c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage)

\$

(d) Other:

\$

(e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations) to be paid at closing by wire transfer or other Collected funds

\$ 170,000.00

(f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify): _____ prorating areas of less than a full unit. The purchase price will be \$ _____ per unit based on a calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the calculation: _____

3. Time for Acceptance; Effective Date: Unless this offer is signed by Seller and Buyer and an executed copy delivered to all parties on or before See Paragraph 23a, this offer will be withdrawn and Buyer's deposit, if any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is delivered. The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter-offer.

4. Closing Date: This transaction will close on See Paragraph 23a ("Closing Date"), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Due Diligence periods. However, if the Closing Date occurs on a Saturday, Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and other items.

5. Extension of Closing Date: If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

Buyer () () and Seller SCM MC acknowledge receipt of a copy of this page, which is 1 of 8 pages.

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("CFPB Requirements), if applicable, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 10 days.

6. Financing: (Check as applicable)

(a) ☒ **Buyer** will pay cash for the Property with no financing contingency.

(b) ☐ This Contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s) specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____ days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may terminate this Contract and **Buyer's** deposit(s) will be returned.

(1) ☐ **New Financing:** **Buyer** will secure a commitment for new third party financing for \$ _____ or _____ % of the purchase price at (Check one) ☐ a fixed rate not exceeding _____ % ☐ an adjustable interest rate not exceeding _____ % at origination (a fixed rate at the prevailing interest rate based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to **Seller** and Broker.

(2) ☐ **Seller Financing:** **Buyer** will execute a ☐ first ☐ second purchase money note and mortgage to **Seller** in the amount of \$ _____, bearing annual interest at _____ % and payable as follows:

The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller** to obtain credit, employment, and other necessary information to determine creditworthiness for the financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not **Seller** will make the loan.

(3) ☐ **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to

LN# _____ in the approximate amount of \$ _____ currently payable at \$ _____ per month, including principal, interest, ☐ taxes and insurance, and having a ☐ fixed ☐ other (describe) _____ interest rate of _____ % which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____ % or the assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess, failing which this Contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves **Buyer**, this Contract will terminate; and **Buyer's** deposit(s) will be returned.

7. Assignability: (Check one) **Buyer** ☐ may assign and thereby be released from any further liability under this Contract, ☐ may assign but not be released from liability under this Contract, or ☒ may not assign this Contract.

8. Title: **Seller** has the legal capacity to and will convey marketable title to the Property by ☒ statutory warranty deed ☐ special warranty deed ☐ other (specify) _____, free of liens, easements, and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) _____ provided there exists at closing no violation of the foregoing.

(a) **Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and pay for the title search, including tax and lien search (including municipal lien search) if performed, and all other fees charged by closing agent. ~~Seller will deliver to Buyer, at~~

(Check one) ☐ **Seller's** ☒ **Buyer's** expense and (Check one) ☒ within 20 days after Effective Date ☐ at least _____ days before Closing Date,

(1) ☒ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the

Buyer (____) (____) and Seller   acknowledge receipt of a copy of this page, which is 2 of 8 pages.

amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.

- (2) ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**, then (1) above will be the title evidence.

- (b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within 5 days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within 30 days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

- (c) **Survey:** **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 8(b).

- (d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

9. **Property Condition:** **Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

- (a) **Inspections: (Check (1) or (2))**

- (1) ☐ **Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within _____ days (30 days if left blank) ("Due Diligence Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine whether the Property is suitable for **Buyer's** intended use. During the Due Diligence Period, **Buyer** may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a result of the Inspections.

Before expiration of the Due Diligence Period, **Buyer** must deliver written notice to **Seller** of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this Contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is 3 of 8 pages.

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(2) ☒ **No Due Diligence Period:** Buyer is satisfied that the Property is suitable for Buyer's purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to Buyer. This Contract is not contingent on Buyer conducting any further investigations.

(b) **Government Regulations:** Changes in government regulations and levels of service which affect Buyer's intended use of the Property will not be grounds for terminating this Contract if the Due Diligence Period has expired or if Paragraph 9(a)(2) is selected.

(c) **Flood Zone:** Buyer is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, Seller will provide Buyer with an affidavit or survey as required by law delineating the line's location on the Property, unless Buyer waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.

☒ Buyer waives the right to receive a CCCL affidavit or survey.

10. Closing Procedure; Costs: Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures Buyer for title defects arising between the title binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to Seller (in local cashier's check if Seller requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 21. In addition to other expenses provided in this Contract, Seller and Buyer will pay the costs indicated below.

(a) **Seller Costs:**

~~Taxes on deed~~
~~Recording fees for documents needed to cure title~~
~~Title evidence (if applicable under Paragraph 8)~~
~~Estoppel Fee(s)~~
Other: Seller Attorney Fees

(b) **Buyer Costs:**

Taxes and recording fees on notes and mortgages
Recording fees on the deed and financing statements
Loan expenses
Title evidence (if applicable under Paragraph 8)
Lender's title policy at the simultaneous issue rate
Inspections
Survey
Insurance
Other: Taxes on deed, Estoppel Fee(s)

(c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, Seller will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and Buyer will pay all other amounts. If special assessments may be paid in installments, ☐ Seller ☒ Buyer (Buyer if left blank) will pay installments due after closing. If Seller is checked, Seller will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.

(e) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY

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IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

- (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If Seller is a "foreign person" as defined by FIRPTA, Seller and Buyer will comply with FIRPTA, which may require Seller to provide additional cash at closing.
- (g) **1031 Exchange:** If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

11. Computation of Time: Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103) shall extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in this Contract.**

12. Risk of Loss; Eminent Domain: If any portion of the Property is materially damaged by casualty before closing or Seller negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, Seller will promptly inform Buyer. Either party may terminate this Contract by written notice to the other within 10 days after Buyer's receipt of Seller's notification, and Buyer's deposit(s) will be returned, failing which Buyer will close in accordance with this Contract and receive all payments made by the governmental authority or insurance company, if any.

13. Force Majeure: Seller or Buyer will not be required to perform any obligation under this Contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of Seller or Buyer and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this Contract by delivering written notice to the other; and Buyer's deposit(s) will be returned.

14. Notices: All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. Buyer's failure to timely deliver written notice to Seller, when such notice is required by this Contract, regarding any contingency will render that contingency null and void, and this Contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.

15. Complete Agreement; Persons Bound: This Contract is the entire agreement between Seller and Buyer. Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this Contract. Modifications of this Contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This Contract, signatures, initials, documents referenced in this Contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. Seller and Buyer will use diligence and good faith in performing all obligations under this Contract. This Contract will not be recorded in any public record. The terms "Seller," "Buyer," and "Broker" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of Seller, Buyer, and Broker.

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16. **Default and Dispute Resolution:** This Contract will be construed under Florida law. This Paragraph will survive closing or termination of this Contract.
- (a) **Seller Default:** If Seller fails, neglects, or refuses to perform Seller's obligations under this Contract, Buyer may elect to receive a return of Buyer's deposit(s) without thereby waiving any action for damages resulting from Seller's breach and may seek to recover such damages or seek specific performance. Seller will also be liable for the full amount of the brokerage fee.
- (b) **Buyer Default:** If Buyer fails, neglects, or refuses to perform Buyer's obligations under this Contract, including payment of deposit(s), within the time(s) specified, Seller may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Seller and Buyer will be relieved from all further obligations under this Contract; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this Contract.
17. **Attorney's Fees; Costs:** In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.
18. **Escrow Agent; Closing Agent:** Seller and Buyer authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to Seller or Buyer, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.
19. **Professional Advice; Broker Liability:** Broker advises Seller and Buyer to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this Contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. Buyer acknowledges that all representations (oral, written, or otherwise) by Broker are based on Seller representations or public records. Buyer agrees to rely solely on Seller, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value. Seller and Buyer respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from Seller's or Buyer's misstatement or failure to perform contractual obligations. Seller and Buyer hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) Seller's or Buyer's misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at Seller's or Buyer's request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. Seller and Buyer each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this Contract. This Paragraph will survive closing.
20. **Commercial Real Estate Sales Commission Lien Act:** If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.
21. **Brokers:** The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." Instruction to closing agent: Seller and Buyer direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any offer of compensation made by Seller or listing broker to cooperating brokers.

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327 N/A
 328 Seller's Sales Associate/License No.
 329
 330 Seller's Sales Associate Email Address
 331
 332
 333 Seller's Sales Associate Phone Number
 334
 335
 336 Listing Brokerage
 337
 338
 339 Listing Brokerage Address

N/A
Buyer's Sales Associate/License No.
Buyer's Sales Associate Email Address
Buyer's Sales Associate Phone Number
Buyer's Brokerage
Buyer's Brokerage Address

340 **22. Addenda:** The following additional terms are included in the attached addenda and incorporated into this Contract
 341 (Check if applicable):

- 342 ☐ A. Back-up Contract
 343 ☐ B. Kick Out Clause
 344 ☐ C. HOA Addendum
 345 ☐ D. Other
 346

347 **23. Additional Terms:**

348 a). This Contract is contingent upon approval by the Alachua City Commission. The Closing Date will be 30 days
 349 after approval. If the Alachua City Commission does not approve this Contract by August 11, 2025, this Contract
 350 shall be canceled and null and void.
 351 b). Buyer acknowledges that they are personally responsible in verifying the buildability, ordinances, zoning and
 352 uses of the subject property from local building and zoning departments.
 353 c). Closing and all title services will be handled by Buyer's attorney, Gary D. Grunder, with the law firm of Grunder
 354 & Petteway, P.A., whose address is 23349 NW CR 236, Ste. 10, High Springs, FL 32643.
 355 d). Each party represents and warrants to the other that the party has not engaged the services of a real estate
 356 broker and is not obligated to pay a real estate commission.
 357 e). Buyer will pay all closing costs associated with this transaction with the exception of Seller's attorney fees and
 358 fees to correct title defects, if any.
 359 f). The Seller's are as follows: Gina Cain Saunders a/k/a Gina L. Saunders, Scarlett Cain Merckel a/k/a Scarlet E.
 360 Merckel and Misty Rave Amundson-Cain a/k/a Misty R. Welsch, as Successor Trustees of the Revocable Inter-
 361 vivos Jeanette T. Cain Trust, dated October 27, 2000.
 362

363 **COUNTER-OFFER/REJECTION**

- 364 ☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and
 365 deliver a copy of the acceptance to Seller).
 366 ☐ Seller rejects Buyer's offer

367 [The remainder of this page is intentionally left blank.

368 This Contract continues with Line 369 on Page 8 of 8.]

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This is intended to be a legally binding Contract. If not fully understood, seek the advice of an attorney before signing.

ATTENTION: SELLER AND BUYER

CONVEYANCES TO FOREIGN BUYERS: Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. It is a crime to buy or knowingly sell property in violation of the Act.

At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act. Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.

City of Alachua Florida, a municipality in Alachua County

Buyer: _____ **Date:** _____

Print name: By: Walter Welch, Mayor

Buyer: _____ **Date:** _____

Print name: _____

Buyer's address for purpose of notice:

Address: 15100 NW 142 Terrace, Alachua, FL 32615

Phone: 386-418-6100 **Fax:** _____ **Email:** citymanager@cityofalachua.org

Signed by:

*Successor Trustees of the Revocable Inter-vivos Jeanette T. Cain Trust dated October 27, 2000

Seller: Gina Cain Saunders Scarlett Cain Merckel **Date:** 8/1/2025 8-2-25

Print name: Gina Cain Saunders a/k/a Gina L. Saunders* Scarlett Cain Merckel a/k/a Scarlet E. Merckel*

Seller: Misty Rave Amundson-Cain **Date:** 8-2-25

Print name: Misty Rave Amundson-Cain a/k/a Misty R. Welsch*

Seller's address for purpose of notice:

Address: c/o Bill Merckel 790 Millshore Dr., Chuluota, FL 32766

Phone: 321-231-8023 **Fax:** _____ **Email:** bill@billmerckel.com

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EXHIBIT OFFICIAL RECORDS INSTRUMENT # 0001730444 5 PGS

Exhibit "A"
Page 1

Parcel A:

Being a portion of Section 28, Township 8 South, Range 19 East, Alachua County, Florida, more particularly described as follows:

Commence at the Northwest corner of said Section 28, thence South 0 degrees, 42 minutes, 41 seconds East, along the West line of said Section 28, for 1315.55 feet; thence South 89 degrees, 21 minutes, 33 seconds East for 674.84 feet; thence South 0 degrees, 58 minutes, 16 seconds East for 275.49 feet; thence North 89 degrees, 01 minutes, 44 seconds East for 867.30 feet; thence North 87 degrees, 08 minutes, 10 seconds East for 50.00 feet; thence South 87 degrees, 42 minutes, 54 seconds East for 593.50 feet; thence South 4 degrees, 23 minutes, 10 seconds West for 252.70 feet; thence South 4 degrees, 32 minutes, 21 seconds West for 137.09 feet; thence South 29 degrees, 43 minutes, 19 seconds West for 141.58 feet; thence South 11 degrees, 49 minutes, 06 seconds East for 415.26 feet; thence South 8 degrees, 32 minutes, 03 seconds East for 70.83 feet; thence South 17 degrees, 07 minutes, 53 seconds East for 20.30 feet; thence South 17 degrees, 14 minutes, 50 seconds East for 26.89 feet; thence North 88 degrees, 38 minutes, 16 seconds East for 516.44 feet; thence North 68 degrees, 29 minutes, 14 seconds East for 1387.16 feet; thence North 1 degree, 55 minutes, 03 seconds West 982.01 (984.66 record) feet to a point on the next described line; thence South 73 degrees, 22 minutes, 44 seconds East, along the South right of way line of U.S. 441, for 282.95 feet to a point of curvature; thence Easterly along a curve and the South right of way line of U.S. 441, concave Southerly, having a radius of 5579.58 feet, a central angle of 2 degrees, 53 minutes, 23 seconds and an arc distance of 281.41 feet to the Point of Beginning; thence South 6 degrees, 00 minutes, 00 seconds West for 178.12 feet; thence North 84 degrees, 00 minutes, 00 seconds West for 120.17 feet; thence North 6 degrees, 00 minutes, 00 seconds East for 81.94 feet; thence North 78 degrees, 50 minutes, 16 seconds East for 20.93 feet; thence South 84 degrees, 00 minutes, 00 seconds East for 20.00 feet; thence North 6 degrees, 00 minutes, 00 seconds East for 15.00 feet; thence North 52 degrees, 54 minutes, 34 seconds East for 109.78 feet to the Point of Beginning; lying and being in Alachua County, Florida.

Parcel B:

Being a portion of Section 28, Township 8 South, Range 19 East, Alachua County, Florida, more particularly described as follows:

OFFICIAL RECORDS INSTRUMENT # 0001730444 5 PGS

Exhibit "A"
Page 2

Commence at the Northwest corner of said Section 28; thence South 0 degrees, 42 minutes, 41 seconds East, along the West line of said Section 28, for 1315.55 feet; thence South 89 degrees, 21 minutes, 33 seconds East for 674.84 feet, thence South 0 degrees, 58 minutes, 16 seconds East for 275.49 feet; thence North 89 degrees, 01 minutes, 44 seconds East for 867.30 feet; thence North 87 degrees, 08 minutes, 10 seconds East for 50.00 feet; thence South 87 degrees, 42 minutes, 54 seconds East for 593.50 feet; thence South 4 degrees, 23 minutes, 10 seconds West for 252.70 feet; thence South 4 degrees, 32 minutes, 21 seconds West for 137.09 feet; thence South 29 degrees, 43 minutes, 19 seconds West for 141.58 feet; thence South 11 degrees, 49 minutes, 06 seconds East for 415.26 feet; thence South 8 degrees, 32 minutes, 03 seconds East for 70.83 feet; thence South 17 degrees, 07 minutes, 53 seconds East for 20.30 feet; thence South 17 degrees, 14 minutes, 50 seconds East for 26.89 feet; thence North 88 degrees, 38 minutes, 16 seconds East for 516.44 feet; thence North 88 degrees, 29 minutes, 14 seconds East for 1387.16 feet; thence North 1 degree, 55 minutes, 03 seconds West for 320.00 feet to the Point of Beginning; thence continue North 1 degree, 55 minutes, 03 seconds West for 664.66 feet to a point on the next described line; thence South 73 degrees, 22 minutes, 44 seconds East, along the South right of way line of US 441, for 282.95 feet to a point of curvature; thence Easterly along a curve and the South right of way line of US 441, concave Southerly, having a radius of 5579.58 feet, a central angle of 3 degrees, 06 minutes, 29 seconds and an arc distance of 302.66 feet; thence Southerly along a curve, concave Easterly, having a radius of 850.00 feet, a central angle of 12 degrees, 39 minutes, 20 seconds and an arc distance of 187.75 feet to a point of tangency; thence South 6 degrees, 00 minutes, 00 seconds West for 182.00 feet to a point of curvature; thence Southerly along a curve, concave Westerly, having a radius of 1400.00 feet, a central angle of 6 degrees, 45 minutes, 20 seconds and an arc distance of 165.07 feet to a point of compound curvature; thence Southwesterly along a curve, concave Northwesterly, having a radius of 40.00 feet, a central angle of 93 degrees, 09 minutes, 40 seconds and an arc distance of 65.04 feet to a point of tangency; thence North 74 degrees, 05 minutes, 00 seconds West for 57.93 feet to a point of curvature; thence Westerly along a curve, concave Southerly, having a radius of 175.00 feet; a central angle of 53 degrees, 24 minutes, 23 seconds and an arc distance of 163.12 feet; thence North 37 degrees, 29 minutes, 23 seconds West, radial to the last described curve, for 107.42 feet; thence South 88 degrees,

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Exhibit "A"
Page 3

04 minutes, 57 seconds West for 125.00 feet to the Point of Beginning, lying and being in Alachua County, Florida.

LESS AND EXCEPTING THE FOLLOWING PROPERTY:

Being a portion of Section 28, Township 8 South, Range 19 East, Alachua County, Florida, more particularly described as follows.

Commence at the Northwest corner of said Section 28; thence South 0 degrees, 42 minutes, 41 seconds East, along the West line of said Section 28, for 1315.55 feet; thence South 89 degrees, 21 minutes, 33 seconds East for 674.84 feet; thence South 0 degrees, 58 minutes, 16 seconds East for 275.49 feet; thence North 89 degrees, 01 minutes, 44 seconds East for 867.30 feet; thence North 87 degrees, 08 minutes, 10 seconds East for 50.00 feet; thence South 87 degrees, 42 minutes, 54 seconds East for 593.50 feet; thence South 4 degrees, 23 minutes, 10 seconds West for 252.70 feet; thence South 4 degrees, 32 minutes, 21 seconds West for 137.09 feet; thence South 29 degrees, 43 minutes, 19 seconds West for 141.58 feet; thence South 11 degrees, 49 minutes, 06 seconds East for 415.26 feet; thence South 8 degrees, 32 minutes, 03 seconds East for 70.83 feet; thence South 17 degrees, 07 minutes, 53 seconds East for 20.30 feet; thence South 17 degrees, 14 minutes, 50 seconds East for 26.89 feet; thence North 88 degrees, 38 minutes, 16 seconds East for 516.44 feet; thence North 88 degrees, 29 minutes, 14 seconds East for 1387.16 feet; thence North 1 degree, 55 minutes, 03 seconds West 982.01 (984.66 record) feet to a point on the next described line; thence South 73 degrees, 22 minutes, 44 seconds East, along the South right of way line of U.S. 441, for 282.95 feet to a point of curvature; thence Easterly along a curve and the South right of way line of U.S. 441, concave Southerly, having a radius fo 5579.58 feet, a central angle of 2 degrees, 53 minutes, 23 seconds and an arc distance of 281.41 feet to the Point of Beginning; thence South 6 degrees, 00 minutes, 00 seconds West for 178.12 feet; thence North 84 degrees, 00 minutes, 00 seconds West for 120.17 feet; thence North 6 degrees, 00 minutes, 00 seconds East for 81.94 feet; thence North 78 degrees, 50 minutes, 16 seconds East for 20.93 feet; thence South 84 degrees, 00 minutes, 00 seconds East for 20.00 feet; thence North 6 degrees, 00 minutes, 00 seconds East for 15.00 feet; thence North 52 degrees, 54 minutes, 34 seconds East for 109.78 feet to the Point of Beginning; lying and being in Alachua County, Florida.

OFFICIAL RECORDS INSTRUMENT # 0001730444 5 PGS

Exhibit "A"
Page 4

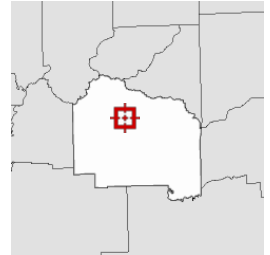
AND LESS AND EXCEPTING THE FOLLOWING DESCRIBED PROPERTY:

Being a portion of Section 28, Township 8 South, Range 19 East, Alachua County, Florida, more particularly described as follows:

Commence at the Northwest corner of said Section 28; thence South 0 degrees, 42 minutes, 41 seconds East, along the West line of said Section 28, for 1315.55 feet; thence South 89 degrees, 21 minutes, 33 seconds East for 674.84 feet; thence South 0 degrees, 58 minutes, 16 seconds East for 275.49 feet; thence North 89 degrees, 01 minutes, 44 seconds East for 867.30 feet; thence North 87 degrees, 08 minutes, 10 seconds East for 50.00 feet; thence South 87 degrees, 42 minutes, 54 seconds East for 593.50 feet; thence South 4 degrees, 23 minutes, 10 seconds West for 252.70 feet; thence South 4 degrees, 32 minutes, 21 seconds West for 137.09 feet; thence South 29 degrees, 43 minutes, 19 seconds West for 141.58 feet; thence South 11 degrees, 49 minutes, 06 seconds East for 415.26 feet; thence South 8 degrees, 32 minutes, 03 seconds East for 70.83 feet; thence South 17 degrees, 07 minutes, 53 seconds East for 20.30 feet; thence South 17 degrees, 14 minutes, 50 seconds East for 26.89 feet; thence North 88 degrees, 38 minutes, 16 seconds East for 516.44 feet; thence North 88 degrees, 29 minutes, 14 seconds East for 1387.16 feet; thence North 1 degree, 55 minutes, 03 seconds West for 984.66 feet to a point on the next described line; thence South 73 degrees, 22 minutes, 44 seconds East, along the South right of way line of U.S. 441, for 282.95 feet to a point of curvature; thence Easterly along a curve and the South right of way line of U.S. 441, concave Southerly, having a radius of 5579.58 feet, a central angle of 2 degrees, 53 minutes, 23 seconds and an arc distance of 281.41 feet to the Point of Beginning; thence continue along the last described course thru a central angle of 0 degrees, 13 minutes, 06 seconds and an arc distance of 21.25 feet; thence Southerly along a curve, concave Easterly, having a radius of 850.00 feet, a central angle of 12 degrees, 39 minutes, 20 seconds and an arc distance of 187.75 feet, thence North 6 degrees, 00 minutes, 00 seconds East for 191.23 feet to the Point of Beginning, lying and being in Alachua County, Florida.



Overview



Legend

- Parcels
- Lakes

Parcel ID	05900-002-029	Prop ID	28306	Owner Address	CAIN, JEANETTE T TRUSTEE
Sec/Twp/Rng	28-08-19	Class	VACANT		C/O BILL MERCKEL
Property Address	ALACHUA	Acreage	6.31		790 MILLSHORE DR
					CHULUOTA, FL 32766
District	1700 - ALACHUA				
Brief Tax Description	COM NE COR TURKEY CREEK UNIT 1 PB J-2 E 1319.01 FT N 320 FT POB N 664.66 FT S 73 DEG E 282.95 FT ELY ALG CURVE 302.66 FT SLY ALG CURVE 187.75 FT S 6 DEG W 182 FT SLY ALG CURVE 165.07 FT SWLY ALG CURVE 65.04 FT N 74 DEG W 57.93 FT WLY ALG CURVE 163.12 FT N				
	(Note: Not to be used on legal documents)				

Date created: 8/4/2025
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Developed by **SCHNEIDER**
GEOSPATIAL

PROPERTY

CAIN LAND

12000 BLOCK NORTHWEST US HIGHWAY 441

ALACHUA, FLORIDA 32615

Emerson

Appraisal

Emerson Appraisal Company, Inc.
Appraisers • Consultants • Market Analysts

Don Emerson, Jr., MAI, SRA
CERT. GEN. RZ101

Charles Emerson
CERT. GEN. RZ236

William Emerson, MAI
CERT. GEN. RZ248

September 4, 2024

Mr. Grafton Wilson
CITY OF ALACHUA
PO Box 9
Alachua, FL 32616

RE: APPRAISAL OF THE CAIN LAND, 12000 BLOCK NORTHWEST US HIGHWAY 441, ALACHUA,
ALACHUA COUNTY, FLORIDA 32615.

Dear Mr. Wilson:

According to your request, I have completed an appraisal of the above property, which is more fully located and described in the body of this appraisal report. This appraisal analysis is made and communicated using the "Appraisal Report" option consistent with the requirements of the Uniform Standards of Professional Appraisal Practice (USPAP).

As part of the analysis, I personally viewed the property and the property is appraised as a whole owned in fee simple interest. The Cain Property consists of a 6.31± acre parcel of land located near the entrance of the Turkey Creek Subdivision in Alachua, Florida. The Cain Land is sloping in elevation and has three creeks or streams extending through the site, which eventually connect with Turkey Creek. The appraisal provides a current fee simple market value for the property as of the most recent date of viewing on August 28, 2024. The appraisal has been completed contingent upon a Special Appraisal Assumption concerning of 1) detailed survey/title search information. In addition, the appraisal is subject to the General Assumptions and Limiting Conditions and Appraisal Certification.

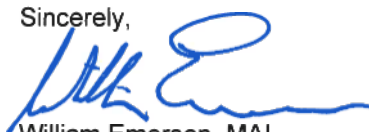
As a result of my investigation (effective August 28, 2024) and data collected as deemed essential to support the estimate of market value reported herein, in my opinion, the property has an estimated market value as follows.

Estimated Market Value **\$170,000.00**
("As Is" Value, August 28, 2024)

Information relating to the subject property, the appraisal process and other report criteria is presented in the enclosed appraisal and related attachments.

If we can be of any further assistance or answer any questions, please feel free to call.

Sincerely,



William Emerson, MAI
State Certified General Real Estate Appraiser RZ248

WE/jp
Attachments

2024-095
Cain Land



TRADES-UNION
PICNIC.
PINKSON SPRINGS
LABOR DAY
9/5/27.

①





THE GENUINE FOUNTAIN OF YOUTH

Ponce de Leon was wise in his day and generation. He knew that somewhere in the Land of Flowers there was a sparkling fountain of perpetual youth. He succeeded in finding several pellucid springs the waters of which undoubtedly greatly prolong life but he died a disappointed man because he did not find the one that gives perpetual youth. We have discovered it and greatly regret that our former fellow citizen Ponce de Leon did not find it himself. If he had he would be living yet.

It is on a beautiful tract of undulating forest land belonging to Capt. Charley Pinkoson, our chief of police, and is located just west of the Dixie Highway a few hundred yards south of Hague station. The tract of hammock is exceedingly beautiful and great oak, hickory and magnolia trees grow in profusion. Through this romantic forest runs a little crystal stream. Its high banks are formed of white stone and sand on the edges and sides, of which are lichen and fern. This little sparkling stream is fed by several springs and amongst them is the fountain of youth. We drank of its waters and have been feeling younger ever since. It is the purpose of the owner to make an attractive, picturesque park in this forest and open it freely to the public.

Pinkoson Springs Opened to Public

Pinkoson Springs, 10 miles north of Gainesville on the Dixie Highway, has been opened by Charles Pinkoson, manager, who is giving the public a free swim all this week. Work has not been fully completed on the buildings and equipment, but the large pool is now full of water, Mr. Pinkoson stated yesterday. The pool is 100 feet long, and ranges from 2 to 8 feet in depth.

Work will be completed on the additional bath houses and spring-boards by July 1, he stated. The springs is about 300 feet from the highway and is in the clump of woods known as Lover's Retreat.

CITATION (APA STYLE)

(1925, June 23). *Gainesville Sun*, p. 7. Available from NewsBank: America's News – Historical and Current: <https://infoweb.newsbank.com/apps/news/document-view?p=AMNEWS&docref=image/v2%3A14CA26D12FE70B99%40EANX-NB-180273485ED8E603%402424325-17FFDBC52CF07A82%406-17FFDBC52CF07A82%40>.

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those who were there. Pinkoson Springs, a recent development of Sheriff Charles Pinkoson, of this county, was the scene and setting for the outing. The shady dale immediately surrounding the springs furnished an ideal place for the meeting and the lucious spring water which gushes from more than a score of springs into the large bathing pool, kept the thirst of the visiting farmers and others quenched.

CITATION (APA STYLE)

(1925, July 10). *Gainesville Sun*, p. 3. Available from NewsBank: America's News - Historical and Current: <https://infoweb.newsbank.com/apps/news/document-view?p=AMNEWS&docref=image/v2%3A14CA26D12FE70B99%40EANX-NB-180270D9B611589A%402424342-17FFDBC9D827B495%402>.

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Pinkoson Springs Opens Next Week

Although Pinkoson Springs will not beformally opened for the summer season until May 1, Sheriff Charles Pinkoson, owner, announced yesterday that he would be host next Friday and Saturday to all citizens of Gainesville and that free swimming would be the order of the day.

The springs will be drained and cleaned once a week and will be kept in purely sanitary condition at all times. Season tickets are now being issued at nominal prices.

CITATION (APA STYLE)

(1928, April 14). *Gainesville Sun*, p. 3. Available from NewsBank: America's News – Historical and Current: <https://infoweb.newsbank.com/apps/news/document-view?p=AMNEWS&docref=image/v2%3A14CA26D12FE70B99%40EANX-NB-180319DC1F33F7AB%402425351-17FFDD03EE7DEA19%402-17FFDD03EE7DEA19%40>.

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Commission Agenda Item

MEETING DATE: August 11, 2025

SUBJECT: Acquisition of Alachua County Tax Parcel #03114-000-000 for the Cleather Hathcock Sr. Community Center Project.

PREPARED BY:

RECOMMENDED ACTION:

Authorize and direct the Mayor to execute the vacant land contract for a purchase price \$72,500, plus buyer & seller closing costs, between Paristamika V. Owens and the City of Alachua for the purchase by the City of Alachua of Alachua County Tax Parcel 03114-000-000. Further, authorize and direct the Mayor to execute any and all documents necessary to close the purchase and sale in accordance with the contract documents.

Summary

City Staff was assigned the task of contacting the owners of the three vacant parcels contiguous to the Cleather Hckcock Community Center to determine if the property of each was for sale. The owners of two of the parcels responded firmly that each was not interested in a sale. Recreation and Culture Director Damon Messina was able to contact the father of the owner of the third parcel who provided the contact information for his daughter. The daughter (Owner) was contacted and, after negotiations, agreed to sell to the City to support the expansion of the Cleather Hathcock, Sr. Community Center.

The City agreed to engage an appraiser, share the report with her, discuss the price and then make her an offer. The appraiser valued the parcel (#03114-000-000) at \$57,500, see attached abbreviated report. The owner, Parisstamika V. Owens, after negotiations, countered at \$75,000. She reported she had received an offer of \$80,000 from a private party. The lot is more than two times the size of the other two vacant lots if they were combined. Further, the Owens lot fronts on NW 141 St, and NW 159th Lane, see attached map.

There are basic principles to determining fair market value. One, is the owner willing and ready to sell and, second, is there another contiguous suitable parcel that the buyer can purchase? The owner stood firm on her price but did come down a bit to \$72,250 plus the buyer pay all closing costs. There is no other contiguous vacant parcel to the Hathcock Center. The Owens parcel represents what will be the ideal location to locate a parking lot to make full expansion of the Hathcock Community Center possible.

The contract for the City purchase, funded entirely by the voter approved Alachua County Local

Government Infrastructure Surtax, is attached.

FINANCIAL IMPACT

\$72,500 plus all seller and buyer closing cost

ADDITIONAL FINANCIAL INFORMATION

COMMISSION GOALS

Quality of Life
Community Enhancement
Strengthen Community Service
Funding Source - Other

ATTACHMENTS

1. Owens Contract v01
2. Appraisal - 03114-000-000
3. Aerial Map Owen's Parcel and Hathcock Center

Vacant Land Contract

1. Sale and Purchase ("Contract"): Paristamika V. Owens

("Seller") and City of Alachua Florida, a municipality in Alachua County

("Buyer") (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property") described as:

Address: TBD, Alachua, FL 32615

Legal Description:

North 1/2 of Lot 2 Block 25 of Alachua Realty Co Addition to Alachua as recorded at Plat Book A, Page 100 of the Public Records of Alachua County, Florida. To be determined by a licensed surveyor.

SEC 10 /TWP / 08 /RNG 18 of Alachua County, Florida. Real Property ID No.: 03114-000-000

including all improvements existing on the Property and the following additional property: NONE

2. Purchase Price: (U.S. currency) \$ 72,500.00

All deposits will be made payable to "Escrow Agent" named below and held in escrow by:

Escrow Agent's Name: Gary D. Grunder/Grunder & Petteway, P.A.

Escrow Agent's Contact Person: Summer McLaughlin

Escrow Agent's Address: 23349 NW CR 236, Ste. 10, High Springs, FL 32643

Escrow Agent's Phone: 386-454-1298 x 226

Escrow Agent's Email: summer@grunder-petteway.com

(a) Initial deposit (\$0 if left blank) (Check if applicable)

☐ accompanies offer

☐ will be delivered to Escrow Agent within _____ days (3 days if left blank)

after Effective Date \$ 0.00

(b) Additional deposit will be delivered to Escrow Agent (Check if applicable)

☐ within _____ days (10 days if left blank) after Effective Date

☐ within _____ days (3 days if left blank) after expiration of Due Diligence Period \$ _____

(c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage) \$ _____

(d) Other: \$ _____

(e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations) to be paid at closing by wire transfer or other Collected funds..... \$ 72,500.00

(f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify): _____ prorating areas of less than a full unit. The purchase price will be \$ _____ per unit based on a calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the calculation: _____

3. Time for Acceptance; Effective Date: Unless this offer is signed by Seller and Buyer and an executed copy delivered to all parties on or before See Paragraph 23a, this offer will be withdrawn and Buyer's deposit, if any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is delivered. The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter-offer.

4. Closing Date: This transaction will close on See Paragraph 23a ("Closing Date"), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Due Diligence periods. However, if the Closing Date occurs on a Saturday, Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and other items.

5. Extension of Closing Date: If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

Buyer (_____) (_____) and Seller (_____) (_____) acknowledge receipt of a copy of this page, which is 1 of 8 pages.

("CFPB Requirements), if applicable, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 10 days.

6. Financing: (Check as applicable)

(a) ☒ **Buyer** will pay cash for the Property with no financing contingency.

(b) ☐ This Contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s) specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____ days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may terminate this Contract and **Buyer's** deposit(s) will be returned.

- (1) ☐ **New Financing:** **Buyer** will secure a commitment for new third party financing for \$ _____ or _____% of the purchase price at (Check one) ☐ a fixed rate not exceeding _____% ☐ an adjustable interest rate not exceeding _____% at origination (a fixed rate at the prevailing interest rate based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to **Seller** and Broker.
- (2) ☐ **Seller Financing:** **Buyer** will execute a ☐ first ☐ second purchase money note and mortgage to **Seller** in the amount of \$ _____, bearing annual interest at _____% and payable as follows:

The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller** to obtain credit, employment, and other necessary information to determine creditworthiness for the financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not **Seller** will make the loan.

- (3) ☐ **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to

LN# _____ in the approximate amount of \$ _____ currently payable at \$ _____ per month, including principal, interest, ☐ taxes and insurance, and having a ☐ fixed ☐ other (describe) _____ interest rate of _____% which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____% or the assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess, failing which this Contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves **Buyer**, this Contract will terminate; and **Buyer's** deposit(s) will be returned.

7. **Assignability: (Check one)** **Buyer** ☐ may assign and thereby be released from any further liability under this Contract, ☐ may assign but not be released from liability under this Contract, or ☒ may not assign this Contract.

8. **Title:** **Seller** has the legal capacity to and will convey marketable title to the Property by ☒ statutory warranty deed ☐ special warranty deed ☐ other (specify) _____, free of liens, easements, and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) _____, provided there exists at closing no violation of the foregoing.

(a) **Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and pay for the title search, including tax and lien search (including municipal lien search) if performed, and all other fees charged by closing agent. ~~Seller will deliver to Buyer, at~~

(Check one) ☐ **Seller's** ☒ **Buyer's** expense and
(Check one) ☐ within _____ days after Effective Date ☒ at least 10 days before Closing Date,
(Check one)

- (1) ☒ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the

Buyer (_____) (_____) and Seller (_____) (_____) acknowledge receipt of a copy of this page, which is 2 of 8 pages.

amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.

- (2) ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**, then (1) above will be the title evidence.

(b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within 5 days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within 30 days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) **Survey:** **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 8(b).

(d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

9. **Property Condition:** **Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

(a) **Inspections: (Check (1) or (2))**

- (1) ☐ **Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within _____ days (30 days if left blank) ("Due Diligence Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine whether the Property is suitable for **Buyer's** intended use. During the Due Diligence Period, **Buyer** may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a result of the Inspections.

Before expiration of the Due Diligence Period, **Buyer** must deliver written notice to **Seller** of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this Contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

Initial
pva

Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is 3 of 8 pages.

(2) ☒ **No Due Diligence Period:** Buyer is satisfied that the Property is suitable for Buyer's purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to Buyer. This Contract is not contingent on Buyer conducting any further investigations.

(b) **Government Regulations:** Changes in government regulations and levels of service which affect Buyer's intended use of the Property will not be grounds for terminating this Contract if the Due Diligence Period has expired or if Paragraph 9(a)(2) is selected.

(c) **Flood Zone:** Buyer is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, Seller will provide Buyer with an affidavit or survey as required by law delineating the line's location on the Property, unless Buyer waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.

☒ Buyer waives the right to receive a CCCL affidavit or survey.

10. Closing Procedure; Costs: Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures Buyer for title defects arising between the title binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to Seller (in local cashier's check if Seller requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 21. In addition to other expenses provided in this Contract, Seller and Buyer will pay the costs indicated below.

(a) Seller Costs:

~~Taxes on deed~~
~~Recording fees for documents needed to cure title~~
~~Title evidence (if applicable under Paragraph 8)~~
~~Estoppel Fee(s)~~
 Other: Seller Attorney Fees

(b) Buyer Costs:

Taxes and recording fees on notes and mortgages
 Recording fees on the deed and financing statements
 Loan expenses
 Title evidence (if applicable under Paragraph 8)
 Lender's title policy at the simultaneous issue rate
 Inspections
 Survey
 Insurance
 Other: Taxes on deed, Estoppel Fee(s)

(c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, Seller will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and Buyer will pay all other amounts. If special assessments may be paid in installments, ☐ Seller ☒ Buyer (Buyer if left blank) will pay installments due after closing. If Seller is checked, Seller will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.

(e) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY

Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is 4 of 8 pages.

IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

- (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at closing.
- (g) **1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

11. Computation of Time: Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103) shall extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in this Contract.**

12. Risk of Loss; Eminent Domain: If any portion of the Property is materially damaged by casualty before closing or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may terminate this Contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification, and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this Contract and receive all payments made by the governmental authority or insurance company, if any.

13. Force Majeure: **Seller** or **Buyer** will not be required to perform any obligation under this Contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this Contract by delivering written notice to the other; and **Buyer's** deposit(s) will be returned.

14. Notices: All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by this Contract, regarding any contingency will render that contingency null and void, and this Contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.**

15. Complete Agreement; Persons Bound: This Contract is the entire agreement between **Seller** and **Buyer**. **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this Contract.** Modifications of this Contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This Contract, signatures, initials, documents referenced in this Contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this Contract. This Contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "**Broker**" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of **Seller**, **Buyer**, and **Broker**.

Initial

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Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is 5 of 8 pages.

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273 **16. Default and Dispute Resolution:** This Contract will be construed under Florida law. This Paragraph will survive
 274 closing or termination of this Contract.
 275 (a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this Contract, **Buyer**
 276 may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting
 277 from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be
 278 liable for the full amount of the brokerage fee.
 279 (b) **Buyer Default:** If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this Contract,
 280 including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the
 281 deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages,
 282 consideration for execution of this Contract, and in full settlement of any claims, whereupon **Seller** and **Buyer**
 283 will be relieved from all further obligations under this Contract; or **Seller**, at **Seller's** option, may proceed in
 284 equity to enforce **Seller's** rights under this Contract.

285 [REDACTED]
 286 [REDACTED]
 287 [REDACTED]

288 **18. Escrow Agent; Closing Agent:** **Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively
 289 "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them
 290 upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing
 291 brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and
 292 finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person
 293 for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this
 294 Contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees
 295 and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed
 296 funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

297 **19. Professional Advice; Broker Liability:** Broker advises **Seller** and **Buyer** to verify all facts and representations
 298 that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this
 299 Contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor
 300 reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax,
 301 property condition, environmental, and other specialized advice. **Buyer** acknowledges that all representations
 302 (oral, written, or otherwise) by Broker are based on **Seller** representations or public records. **Buyer agrees to rely**
 303 **solely on Seller, professional inspectors, and government agencies for verification of the Property**
 304 **condition and facts that materially affect Property value.** **Seller** and **Buyer** respectively will pay all costs and
 305 expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors,
 306 agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstatement or failure to perform
 307 contractual obligations. **Seller** and **Buyer** hold harmless and release Broker and Broker's officers, directors,
 308 agents, and employees from all liability for loss or damage based on (i) **Seller's** or **Buyer's** misstatement or failure
 309 to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to,
 310 photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related
 311 to the Property; (iii) Broker's performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of
 312 services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or
 313 retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any
 314 vendor. **Seller** and **Buyer** each assume full responsibility for selecting and compensating their respective vendors.
 315 This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be
 316 treated as a party to this Contract. This Paragraph will survive closing.

317 **20. Commercial Real Estate Sales Commission Lien Act:** If the Property is commercial real estate as defined by
 318 Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales
 319 Commission Lien Act provides that when a broker has earned a commission by performing licensed services
 320 under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the
 321 broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

322 **21. Brokers:** The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to**
 323 **closing agent:** **Seller** and **Buyer** direct Closing Agent to disburse at Closing the full amount of the brokerage
 324 fees as specified in separate brokerage agreements with the parties and cooperative agreements between the
 325 Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be
 326 used to modify any offer of compensation made by **Seller** or listing broker to cooperating brokers.

Initial
 Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is 6 of 8 pages.

327 N/A
328 **Seller's** Sales Associate/License No.

329 _____
330 **Seller's** Sales Associate Email Address
331 _____
332 _____
333 **Seller's** Sales Associate Phone Number
334 _____
335 _____
336 **Listing Brokerage**
337 _____
338 _____
339 **Listing Brokerage Address**

N/A
Buyer's Sales Associate/License No.

Buyer's Sales Associate Email Address

Buyer's Sales Associate Phone Number

Buyer's Brokerage

Buyer's Brokerage Address

340 **22. Addenda:** The following additional terms are included in the attached addenda and incorporated into this Contract
341 **(Check if applicable):**
342 ☐ A. Back-up Contract
343 ☐ B. Kick Out Clause
344 ☐ C. HOA Addendum
345 ☐ D. Other _____
346

347 **23. Additional Terms:** _____
348 **a). This Contract is contingent upon approval by the Alachua City Commission. The Closing Date will be 30 days**
349 **after approval. If the Alachua City Commission does not approve this Contract by August 11, 2025, this Contract**
350 **shall be canceled and null and void.**
351 **b). Buyer acknowledges that they are personally responsible in verifying the buildability, ordinances, zoning and**
352 **uses of the subject property from local building and zoning departments.**
353 **c). Closing and all title services will be handled by Buyer's attorney, Gary D. Grunder, with the law firm of Grunder**
354 **& Petteway, P.A., whose address is 23349 NW CR 236, Ste. 10, High Springs, FL 32643.**
355 **d). Each party represents and warrants to the other that the party has not engaged the services of a real estate**
356 **broker and is not obligated to pay a real estate commission.**
357 **e). Buyer will pay all closing costs associated with this transaction with the exception of Seller's attorney fees and**
358 **fees to correct title defects, if any.**
359 _____
360 _____
361 _____
362 _____

363 **COUNTER-OFFER/REJECTION**
364 ☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and
365 deliver a copy of the acceptance to Seller).
366 ☐ Seller rejects Buyer's offer

367 **[The remainder of this page is intentionally left blank.**
368 **This Contract continues with Line 369 on Page 8 of 8.]**

This is intended to be a legally binding Contract. If not fully understood, seek the advice of an attorney before signing.

ATTENTION: SELLER AND BUYER

CONVEYANCES TO FOREIGN BUYERS: Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly sell property in violation of the Act.**

At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act. Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.

City of Alachua Florida, a municipality in Alachua County

Buyer: _____ **Date:** _____

Print name: By: Walter Welch, Mayor

Buyer: _____ **Date:** _____

Print name: _____

Buyer's address for purpose of notice:

Address: 15100 NW 142 Terrace, Alachua, FL 32615

Phone: 386-418-6100 **Fax:** _____ **Email:** citymanager@cityofalachua.org

Signed by:

Paristamika V. Owens

Seller: _____ **Date:** 7/31/2025

Print name: Paristamika V. Owens

Seller: _____ **Date:** _____

Print name: _____

Seller's address for purpose of notice:

Address: 1829 NE 3rd Ave., Gainesville, FL 32641

Phone: _____ **Fax:** _____ **Email:** owensspv@yahoo.com

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PROPERTY

**OWENS RESIDENTIAL LOT
15900 BLOCK NORTHWEST 141ST STREET
ALACHUA, FLORIDA 32615**

July 21, 2025

Mr. Grafton Wilson
CITY OF ALACHUA
PO Box 9
Alachua, FL 32616

RE: APPRAISAL OF THE OWENS RESIDENTIAL LOT, 15900 BLOCK NORTHWEST 141ST STREET,
ALACHUA, ALACHUA COUNTY, FLORIDA 32615.

Dear Mr. Wilson:

According to your request, I have completed an appraisal of the above property, which is more fully located and described in the body of this appraisal report. This appraisal analysis is made and communicated using the "Appraisal Report" option consistent with the requirements of the Uniform Standards of Professional Appraisal Practice (USPAP).

As part of the analysis, I personally viewed the property and the property is appraised as a whole owned in fee simple interest. The Owens Residential Lot consists of a 19,166± square foot or 0.44± acre parcel of land located at the southeast corner of Northwest 141st Street and Northwest 159th Lane in an established residential district about one half mile north of downtown Alachua, Florida. This location is in an established residential neighborhood in North Central Alachua. The appraisal has been completed contingent upon a special appraisal assumptions concerning 1) survey/title search information, as well as, subject to the General Assumptions and Limiting Conditions and Appraisal Certification.

As a result of my investigation (effective July 19, 2025) and data collected as deemed essential to support the estimate of market value reported herein, in my opinion, the property has an estimated market value as follows.

Estimated Market Value **\$57,500.00**
("As Is" Value, July 19, 2025)

Information relating to the subject property, the appraisal process and other report criteria is presented in the enclosed appraisal and related attachments.

If I can be of any further assistance or answer any questions, please feel free to call.

Sincerely,



William Emerson, MAI
State Certified General Real Estate Appraiser RZ248

WE/jp
Attachments

2025-065
Owens Residential Lot



Overview



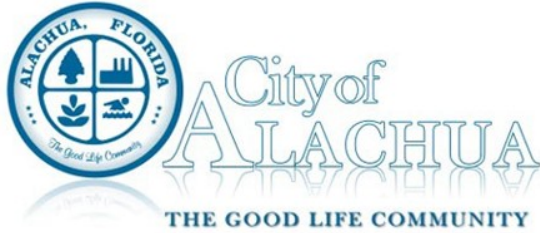
Legend

- Parcels
- Lakes

Parcel ID	03114-000-000	Prop ID	12952	Owner Address	OWENS PARISTAMIKA V
Sec/Twp/Rng	10-08-18	Class	VACANT		1829 NE 3RD AVE
Property Address		Acreage	0.44		GAINESVILLE, FL 32641
District	1700 - ALACHUA				
Brief Tax Description	ALACHUA REALTY CO ADDN PB A-100 N1/2 LOT 2 BK 25 OR 5002/1944				
	(Note: Not to be used on legal documents)				

Date created: 8/4/2025
Last Data Uploaded: 8/2/2025 8:29:02 PM

Developed by **SCHNEIDER**
GEOSPATIAL



Commission Agenda Item

MEETING DATE: August 11, 2025

SUBJECT: Tara Baywood Phase 1 - Infrastructure Acceptance and Return of Surety

PREPARED BY: Michael Carrillo

RECOMMENDED ACTION:

(1) Accept the Tara Baywood Phase 1 water system, wastewater system, electric system, roadways, and stormwater conveyance system, and book the value on the City's asset lists; (2) Return the surety amount of \$337,341.92 to Tara Baywood, LLC.

Summary

On July 25, 2022, Tara Baywood, LLC entered into a Subdividers Agreement with the City of Alachua which provides, among other things, the requirements for the construction of infrastructure for a project known as Tara Baywood Phase 1. This infrastructure was completed in accordance with the Subdividers Agreement and the City's Land Development Regulations on June 5, 2024. The one-year maintenance period has expired and any items in need of repair have been completed by Tara Baywood, LLC.

The initial estimate for the value of the infrastructure was \$3,373,419.16, as certified probable costs by JBPro.

City of Alachua Code of Ordinances 7.8.1(B), related to subdivisions, requires the express acceptance of maintenance of infrastructure to be effectuated by specific action of the City Commission. This item provides for such action.

The proposed infrastructure for the City to accept includes the Tara Baywood Phase 1 water system, wastewater system, electric system, roadways, and stormwater conveyance system. The City is not accepting the sidewalks (which are to be completed throughout the construction of homes and proposed for acceptance at a later date) or the stormwater management facilities, which are to be privately maintained in perpetuity.

Pursuant to paragraph 9(b) of the Subdividers Agreement, Tara Baywood, LLC provided the City \$337,341.92 as the maintenance surety. Since the maintenance period has expired and all repairs have been completed, these funds are to be returned to Tara Baywood, LLC.

FINANCIAL IMPACT

None

ADDITIONAL FINANCIAL INFORMATION

N/A

COMMISSION GOALS

Residential Opportunities

ATTACHMENTS

1. Tara Baywood Phase 1 Subdividers Agreement - Scanned with all Signatures- unrecorded
2. 2024-07-17 - Tara Baywood - Ph 1 Certified Cost of Construction

**SUBDIVIDERS AGREEMENT
FOR
TARA BAYWOOD PHASE 1**

THIS SUBDIVIDERS AGREEMENT for Tara Baywood Phase 1 (the "Agreement") is made this 25th day of July, 2022.

BETWEEN

DEVELOPER: TARA BAYWOOD, LLC

Whose address is:
7717 NW 20th Lane
Gainesville, FL 32605

AND

CITY: THE CITY OF ALACHUA, a Florida municipal Corporation (the "City")

R E C I T A L S:

WHEREAS, the Developer is developing a residential subdivision in the City known as Tara Baywood Phase 1 (the "Project"), legally described in attached Exhibit "A" (the "Property" or "Land") and further described in the Plat for Tara Baywood Phase 1 as set forth in Plat Book 38 page 55 of the Public Records of Alachua County (the "Plat"), a copy of which is attached hereto as Exhibit "B";

WHEREAS, the Developer is the owner of the Property and wishes to enter into a Subdividers Agreement with City as part of the City's site specific regulations for applications for development orders for the subdivision of land as further set forth and required in Section 2.4.10(G)(4) of the City's Land Development Regulations (the "LDRs");

WHEREAS, the Developer acknowledges that this Agreement is a valid exercise of the City's police powers and it is authorized by, among other things, Article VIII, Section 2(b) of the Florida Constitution, Section 163.3161, *et. seq.*, Fla. Stat., Section 163.3202, Fla. Stat., and Section 166.201 Fla. Stat.;

WHEREAS, the Developer acknowledges that this Agreement is governed by the City's LDRs and, as such, the Developer must utilize the administrative procedures contained in the LDRs in the event there is any dispute regarding or in any way arising out of this Agreement; and

WHEREAS, the Developer acknowledges that this Agreement is a regulatory agreement required as part of the process for the issuance of Development permits for the Project and, as such, Developer shall not have any claim for monetary damages against the City in the event of any dispute regarding or in any way arising out of this Agreement;

NOW THEREFORE, in consideration of the foregoing recitals, the Developer and City hereby agree to and specify the following:

1. **Recitals:** The above information and recitals are true and correct and are incorporated as material terms of this Agreement by reference.
2. **Certificate of Concurrency Compliance:** The City agrees to reserve public facilities for the Project as set forth in the Certificate of Concurrency Compliance attached hereto as Exhibit "C" and incorporated herein by reference.
3. **Construction:** The Developer shall construct, at Developer's sole expense, the public improvements for the Project [including, but not limited to, roadways, streetlights, water facilities, wastewater facilities, electric system facilities, right of ways, easements, stormwater conveyance systems, and drainage facilities] as reflected on the Plat which will be recorded for the Project according to the specifications for MAJOR SUBDIVISIONS as set forth in the City's LDRs and in accordance with the design documents, including, but not limited to the Construction Plans prepared by the Developer's design engineer (the "Plans"), which were filed with the City by the Developer, and have been reviewed and approved by the City in accordance with the LDRs (all of the forgoing shall be jointly referred to as the "Improvements"). Developer agrees to proceed with the construction of the Improvements for the Project, with the exception of the sidewalks depicted on the Construction Plans which sidewalks abut or are immediately adjacent to a residential house lot depicted on the Plat (herein referred as "House Sidewalk" or "House Sidewalks"), in a diligent manner and Developer shall complete these Improvements on or before July 24, 2025. The Revised Construction Plans for Tara Baywood Phase 1 (and Phase 2) dated July 11, 2022, designate a "construction entrance" which delineates a path on an existing lime rock road which shall be used for the specific use by construction vehicles and equipment utilized on or in conjunction with the construction of the Improvements. The Developer shall be responsible for damages to the roads in the Project caused by construction vehicles and equipment working on or in conjunction with the Improvements.
4. **Drainage:** Drainage facilities for the Property shall be maintained in accordance with the approved Plans for the Project at the sole expense of the Developer.
5. **Fire Flow:** The Developer specifically acknowledges that future development and buildings constructed within the Project shall comply with the fire flow standards as set forth in the Florida Fire Prevention Code (the "FFPC"), which is adopted as part of the Florida Building Code (the "FBC"), as amended and effective at the time of such future development. It shall be the Developer's sole responsibility to comply with these fire flow standards for the Improvements. Nothing in this Agreement, in the Plans, or the Certificate of Concurrency Compliance attached hereto as Exhibit "C" for the Project, in any way impacts or waives the requirement for future development and buildings within the Project from complying with the FFPC and FBC, as amended and effective at the time of such future development.

6. **Conveyance:** The conveyance by the Developer to the City of all of the required public utility infrastructure improvements including, but not limited to, roadways, streetlights, water facilities, wastewater facilities, electric system facilities, right of ways, sidewalks, and easements as reflected on the Plat which will be recorded for the Project, shall be conveyed to the City, however, the Improvements shall not be accepted by the City until the Improvements have been completed, approved by the City, a one-year warranty period as described below has concluded, and the City Commission of the City of Alachua (the "Commission") officially accepts the Improvements. Acceptance of the House Sidewalks shall be as set forth in paragraph 13 below.
7. **Compliance:** The Developer warrants that it will construct all of the Improvements in accordance with the approved Plans and Plat for the Project, City's LDRs, and all applicable regulations, ordinances, laws, and rules.
8. **Recording:** The Plat for the Project shall be recorded by the Developer in the Public Official Records of Alachua County, Florida, immediately after its approval by the Commission. The Developer shall record the Plat and provide the City with a certified copy of the recorded Plat within three (3) business day of the recording of the Plat. The City shall record this Agreement within five (5) business days of receiving the certified copy of the recorded Plat. The Developer shall pay all costs associated with the recording of this Agreement.
9. **Surety Devices:** With the exception of the construction of the House Sidewalks and in order to comply with Sections 2.4.10(G)(4), 6.10.2, and 7.4.1 of the LDRs, the Developer further warrants and agrees, as follows:
 - a. Upon the approval of this Agreement and prior to the recordation of the Plat for the Project, Developer shall provide the City with a Common Law Performance Bond (the "Bond") in a form agreeable to the City in the amount of \$4,048,102.99 (120% of the \$3,373,419.16 estimated cost of construction costs as set forth in the Certification in attached Exhibit "D") as the surety instrument and guarantee of the satisfactory construction of all of the Improvements required for the Project in accordance with this Agreement. This Bond shall remain in full force and effect until the terms of this Agreement related to the installation of the Improvements have been fulfilled.
 - b. Upon Developer's timely completion of the Improvements and the City's approval (but not acceptance) of these Improvements, and upon the Developer providing an acceptable maintenance surety instrument to the City in the amount of ten (10) percent of the certified value of the Improvements as the maintenance surety (approximately \$337,341.92 as set forth in the Certification in attached Exhibit "D"), the City will release the Bond, which may have been decreased by any demand made by the City for the corrections of discrepancies as set forth in paragraph 10 below.
10. **Inspections:** Upon the City's approval of the Plans, the Plat, and the Developer's compliance with the terms of this Agreement, and providing surety instruments, the

Developer may commence construction of the Improvements. Construction shall be completed on or before July 24, 2025 (with the exception of House Sidewalks – see paragraph 15 below). During the construction period, the Project's Engineer of Record, or Professional Engineer with a Professional Engineering Services Agreement with the City of Alachua shall perform Construction Inspection Services (CIS) and shall prepare and provide to the City inspection reports at the following benchmarks:

- a. Inspection of Underground Stormwater System: at beginning of process; during 2 pipe laying activities; during 3 random backfilling operations; and inspection of the completed system by visual, and TV camera.
- b. Inspections of sewer system: at the beginning of work; during 3 random manhole placements; 3 random pipe placements; 3 backfilling operations; and inspection of the completed system with TV camera.
- c. Inspection of water system: at the beginning of work; during all taps or city connections; 3 random pipe placements; 3 backfilling operations; and inspection of the completed system including disinfection and pressure testing.
- d. Inspection of the electrical conduit: at the beginning of work; during all city connections; 3 random pipe placements, 3 backfilling operations; and inspection of completed system.
- e. Inspection of Stormwater Management basin: at the rough grade stage, outfall placement; final grassing and inspection of completed system.
- f. Inspection of pavement: at sub grade of all roads for line and grade and yielding; lime rock base for placement and finish; asphalt inspections at the beginning of operations; at least 3 random quality control checks during placement, asphalt inspection; and inspection of completed pavement.

The Project's Engineer of Record or the Professional Engineer performing the inspection services as set forth in this paragraph shall submit to the City the inspection reports. The inspection reports shall show any discrepancies and shall note the correction of each discrepancy in a subsequent report. The Developer shall provide each inspection report to the City's Public Services Department with a copy to the City's Department of Planning and Community Development within three (3) business days of each inspection. The City may, in its sole discretion, within fifteen (15) days of receiving each inspection report, demand in writing the prompt correction of any discrepancies contained on any of the inspection reports within a reasonable period set forth in the written demand. If the Developer's Project Engineer of Record determines that a requested repair will take more than the time set forth in the demand, an extension of time including the reason for the extension, may requested from the City's Public Services Director, whose consent shall not be unreasonably withheld. If the correction is not completed within the timeframe in the demand or any extension allowed for it, the City is authorized to make a demand on the Common Law Performance Bond for the amount necessary to correct any discrepancy.

Upon completion of the Improvements, the Developer shall have the Project's Engineer of Record or the Professional Engineer performing the inspection services conduct a final inspection and compile a final punch list. Upon the Project's Engineer of Record or the Professional Engineer performing the inspection services providing a final report to the Developer and the City indicating that all of the deficiencies noted in any

inspection report and on the final punch list have been completed and the Improvements are in working order and in accordance with the Plans and LDRs, the LDR Administrator or designee shall thereafter perform a final inspection and provide a list specifying all defects, deficiencies, and necessary repairs to the Developer within 60 days of receipt of the final report. Upon completion of all repairs and a certification by the Project's Engineer of Record or the Professional Engineer performing the inspection services as set forth in this Section that the Improvements have been completed in accordance with the requirements of this Agreement, the Project's Engineer of Record or the Professional Engineer performing the inspection services shall submit a certified cost of construction for the completed Improvements. The Developer shall then provide a maintenance surety instrument in form and content agreeable to the City, in the City's sole discretion, in an amount equal to 10% of the certified cost of construction for the one-year maintenance period set forth in paragraph 9.b. above.

11. **No Final Inspections or Occupancy:** In the event the Developer conveys any interest, legal or equitable, to any Property in the Project, notice is hereby given to the Developer and the Developer acknowledges that the City shall not conduct a final inspection on any house constructed in the Project nor will the City provide permanent utility services to any house in the Project, until the Improvements, with the exception of the House Sidewalks, required in this Agreement have been completed and approved in accordance with this Agreement. The Developer shall be responsible for the repair of any Improvements damaged as a result of the construction of such houses. Developer agrees that there is no reasonable business backed expectation that any purchasers of lots or houses will be able to occupy or inhabit houses in the Project until the City's approval of the Improvements has been provided as required in this Agreement.
12. **Warranty Period:** The Developer warrants all Improvements for the Project for a period of one year from the City's approval, other than routine maintenance (the "Warranty Period"). Should the City, in the City's sole discretion, deem repairs are needed to the Improvements during the Warranty Period, the City shall provide written notice of the repairs needed to the Developer and the repairs shall be made within thirty (30) days of the notice unless extended in writing in the sole discretion of the City's Public Service's Director upon request of the Project's Engineer of Record. The Developer shall be responsible for making all repairs so long as notice is sent or delivered to the Developer within the Warranty Period. The Warranty Period shall be automatically extended solely for the completion of any outstanding requested repairs. If the Developer does not complete the repairs within thirty (30) days from the notice or any extension of it, then it shall constitute a breach of this Agreement and the City shall be entitled to make a demand on the maintenance surety instrument provided by the Developer to complete the repairs, if possible.
13. **Acceptance of Improvements:** At the end of the Warranty Period, the Developer shall submit a final certification prepared by the Developer's Engineer of Record that all of the Improvements have been completed and constructed in accordance with the plans, plat and applicable regulations as set forth in this Agreement and the Improvements are functional and in good working order. The installation of the Improvements shall in no case bind the City to accept the Improvements for public maintenance or operation until

the Public Services Director has approved that the Improvements are constructed in accordance with this Agreement, including but not limited to, the LDRs, the City of Alachua Requirements for Design and Construction, applicable Florida Department of Transportation standards, and all other applicable requirements and regulations and the Commission has formally accepted the Improvements. Within sixty (60) days of the Public Services Director's approval, the City Commission will formally accept maintenance of the public Improvements, and release the maintenance surety instrument provided by the Developer, less any draw down on it. The maintenance of the stormwater management facilities (basins) shall be the responsibility of the Developer (and not the City) subject to the provisions of paragraph 29 below.

14. Maintenance of Landscape Improvements within City Rights-of-Way: The Developer agrees to construct, install and maintain all landscape improvements located within the right-of-way as shown in the approved Construction Plans for the Project at Developer's sole cost and expense. Should the Developer fail to install or maintain the landscape improvements in accordance with the approved Construction Plans, the City may provide written notice to the Developer specifying the nature of the deficiency. Within thirty (30) days of the notice, unless extended in writing by the City's Public Service Director, which shall not be unreasonably withheld, Developer shall cause the appropriate repairs or cure to be completed. In the event damage or failure to maintain results in a situation where public safety is at risk, the City may, in its sole discretion, effect repairs to the Improvements without the need of prior notice to the Developer. The Developer shall be responsible for the cost of these repairs. If the invoice is not paid within sixty (60) days of the date of the invoice, it shall be a default hereunder and the City shall have the right, but not the obligation, to make a claim under the Common Law Performance Bond or the maintenance surety instrument, whichever is in effect at the time of such default.

15. House Sidewalks: In order to comply with Sections 2.4.10(G)(4), 6.10.2, and 7.4.1 of the LDRs, the Developer further warrants and agrees that all House Sidewalks for the Project shall be completed on or before July 24, 2025, and the Developer further warrants and agrees to provide the City with surety instruments for the construction, installation, and warranty period for the House Sidewalks for the Project as follows:

- a. The Developer shall provide the City with the House Sidewalks Irrevocable Letter of Credit in the form acceptable to the City in the amount of \$93,712.20 (\$78,093.50x 120 % as set forth on the certification in attached Exhibit "E") which shall have an expiration date of September 24, 2025, as the guarantee of the satisfactory construction of the House Sidewalks for the Project.
- b. Upon the completion of all of the House Sidewalks in the Project and the City's approval (but not acceptance) of them, the Developer shall provide the City with a House Sidewalk Maintenance Irrevocable Letter of Credit in a form acceptable to the City for ten percent (10%) of the certified value of the completed House Sidewalks ("House Sidewalks Irrevocable Letter of Credit") as the one-year

maintenance surety, approximately \$7,809.35 of the amount for the cost of completion of the sidewalks in attached Exhibit "E".

- c. If all of the House Sidewalks have not been installed by July 24, 2025, the City shall have the right, but not the obligation, to make a demand upon the House Sidewalks Irrevocable Letter of Credit due to the Developer's failure to timely complete the House Sidewalks. The City shall construct as many remaining sidewalks as possible with this money, however, the City shall not have any obligation to expend money in excess of the proceeds from the House Sidewalks Irrevocable Letter of Credit.
- d. Prior to the expiration of the House Sidewalks Irrevocable Letter of Credit and upon the City's acceptance of the House Sidewalks Maintenance Irrevocable Letter of Credit, the City will return the House Sidewalks Irrevocable Letter of Credit to the Developer, less any drawdowns to the City to complete any House Sidewalks. Within one year of the completion of all of the House Sidewalks installed in the Project, the City shall conduct a final inspection of the House Sidewalks and provide a written demand to the Developer for the immediate correction of any deficiencies determined in the City's sole discretion along with a reasonable time frame for the completion of the correction(s). If the Developer's Project Engineer of Record determines that a requested repair will take more than the time set forth in the demand, an extension of time which includes the reason for the extension may be requested from the City's Public Services Director, whose consent shall not be unreasonably denied. If the deficiencies are not cured within the time frame in the City's demand and any extension granted for their completion, the City shall make a demand under the House Sidewalks Maintenance Letter of Credit and use those funds to correct the deficiencies, if possible. The one-year maintenance period for the House Sidewalks shall be automatically extended solely for the completion of any outstanding requested repairs. The Developer shall have the responsibility for making all of the House Sidewalks repairs so long as notice is sent or delivered to the Developer within the one-year warranty period for the House Sidewalks. If the Developer does complete the repairs within the time frame in the notice or any extension of it, then it shall constitute a breach of this Agreement and the City shall be entitled to make a demand on the House Sidewalks Irrevocable Letter of Credit to cure as many deficiencies as possible from the proceeds.
- e. Prior to the expiration of the House Sidewalks Irrevocable Letter of Credit and upon the City's acceptance of the House Sidewalks Maintenance Irrevocable Letter of Credit, the City will return the House Sidewalks Irrevocable Letter of Credit.
- f. The City shall not be responsible for and any claims, including but not limited to claims for bodily injury and damages, in any way related to or arising out of the construction, completion or non-completion of the House Sidewalks until the Commission has officially accepted the House Sidewalks.

- g. After the Commission's acceptance of the House Sidewalks, the House Sidewalks Maintenance Letter of Credit shall be returned to the Developer, less any drawdowns by the City to cure deficiencies in the House Sidewalks.
16. **Tree Mitigation:** Prior to the approval of this Agreement, Developer shall pay the City the sum of \$29,127.47 to be placed in the City's tree bank fund for use by the City as allowed in the LDRs as mitigation for the trees being removed from the Property.
17. **Non-Interest-Bearing Account:** All cash deposits made by Developer to the City under this Agreement shall be separately segregated on the books of the City and deposited into a non-interest-bearing bank account.
18. **No Inordinate Burden on Land:** The Developer further agrees that the requirements under this Agreement in no way inordinately burdens any existing use of the Land or vested right to specific use of the Land described in Exhibit "A" and set forth in the Plat to be recorded for the Project, attached hereto as Exhibit "B".
19. **Withholding Permits:** The City may, in its sole discretion, withhold any and all inspections, permits, and/or certificates for the Project if such action is deemed necessary by the City to secure the Developer's compliance with the terms of this Agreement.
20. **Compliance with Other Laws:** Nothing contained in this Agreement shall relieve the Developer from obtaining any local, regional, state or federal permits or complying with any ordinances, laws, rules, or regulations applicable to the development of the Project.
21. **Police Powers:** In the event the Developer, the Developer's agents, contractor, subcontractors, or anyone else acting on behalf of the Developer or the Developer's contractor or subcontractors may be liable or responsible, fails to comply with any applicable ordinance, law, rule or regulation and such failure tends to or does pose an imminent threat or danger to life or of great bodily injury to any person working on the job or to any member of the general public, the City, in its sole discretion through its City Manager or designee, has the right to exercise its police powers and to stop work on the Project until appropriate corrective measures are taken, without limiting any other remedies available to the City.
22. **Indemnity:** The Developer shall indemnify and hold harmless the City of Alachua, its officers, agents, employees, attorneys, or anyone's action directly or indirectly on behalf of the City (City Indemnitees), from and against all claims, damages, losses, and expenses, including reasonable attorney's fees, arising out of or resulting from a loss in performance of work, down-time of equipment, or any claim that may arise from bodily injury, sickness, disease or death, or the injury to or destruction of tangible property, including the loss of use resulting therefrom, caused in whole or in part by a negligent or wrongful act or omission on the part of the Developer, Developer's agent, contractor, subcontractors, or anyone directly or indirectly employed or working on behalf of the Developer for whose acts the Developer or its agent, contractors, or

subcontractors may be liable or responsible. The Developer further agrees that the Developer shall not insulate itself from liability or responsibility to the City for a default in or failure to perform any of the terms of this Agreement, or from responsibility under this indemnification clause by employment of independent contractors or subcontractors or other entities. The Developer shall remain liable to the City notwithstanding any attempt by the Developer to pass any responsibility set forth herein to its contract, subcontractors, or other agent or employee.

23. **Payments:** Any payments due from the Developer to the City shall be made either by bank check or cashier's check payable to the City of Alachua, Florida, and provided to the City at the address in Paragraph 26 below.
24. **Agreement Runs with Land:** This Agreement shall be recorded in the Public Records of Alachua County, Florida and its terms shall run with the Land.
25. **Developer's Default:** Should Developer fail to complete the Improvements in accordance with this Agreement, the City shall be entitled to make immediate demand on the Common Law Performance Bond provided by Developer; have any other remedies hereunder; and have all other remedies allowed by law. The City's rights to declare a default are cumulative and the City's failure to declare a default at any time shall not waive its right to declare a future default.
26. **Notices:** Except as otherwise provided in this Agreement, any notice, request, or approval, from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery. Such notice will be deemed to have been received when either deposited in the United States Postal Service mailbox or personally delivered with a signed proof of delivery. For purposes of notice, the parties and their respective representatives and addresses are:

City: City of Alachua
Attn: City Manager / LDR Administrator

Via Hand Delivery: 15100 NW 142nd Terrace
Alachua, FL, 32615

Via U.S. Mail: Post Office Box 9
Alachua, FL 32616

Developer/Owners: Tara Baywood, LLC
7717 NW 20th Lane
Gainesville, FL 32605

With a copy to: Denise Lowry Hutson, Esq.
Salter Feiber, P.A.
3904 NW 16th BLVD. Bldg. B
Gainesville, FL 32605

27. **Binding Effect:** The City and Developer each bind the other and their respective successors and assigns, to all of the terms, conditions, covenants and provisions of this Agreement.
28. **Severability:** If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect.
29. **Not Assignable Without Approval:** This Agreement and any obligations of the Developer hereunder shall not be assignable by the Developer without the written approval of the Commission, which permission shall not be unreasonably withheld, and the acceptance and assumption of the assignment by the assignee.
30. **Enforcement:** The failure of either City or Developer to exercise any right under this Agreement shall not waive such right in the event of any future default or non-compliance with this Agreement.
31. **Jurisdiction and Venue:** This Agreement is governed in accordance with the laws of the State of Florida. Venue for any action regarding this Agreement shall be in the Circuit Court in Alachua County, Florida.
32. **Amendment:** This Agreement may only be amended by mutual written agreement by the City and the Developer with prior approval of the Commission.
33. **Legal Advice:** The Developer and the City have each had the advice of their respective attorneys before entering into this Agreement.
34. **Joint Preparation:** This Agreement has been drafted with participation of the City and the Developer and shall not be construed against either the City or Developer on account of draftsmanship.
35. **Captions and Headings:** Paragraph headings are for convenience only and shall not be used to construe or interpret this Agreement.
36. **Time of Essence:** Time is of the essence in complying with the terms of this Agreement.
37. **Entire Agreement:** This Agreement constitutes the entire agreement of the City and the Developer and supersedes all prior written or oral agreements, understanding or representations.
38. **Exclusive Remedy:** In the event of any question or dispute arising out of or related to this Agreement, the sole and exclusive remedy of the Developer against the City, after Developer exhausts all administrative remedies in the City's LDRs, shall be an action seeking a declaratory judgment or injunctive relief. Developer specifically waives all other remedies it may have against the City. In no event shall Developer have a cause of action for monetary damages against the City for anything in any way related to or arising out of this Agreement.

39. **Sovereign Immunity:** The City does not waive its sovereign immunity in entering into this Agreement. Nothing herein, expressed or implied, waives or should be construed to be a waiver or an attempt to waive the sovereign immunity of the City under the Florida Constitution and the laws of the State of Florida.
40. **No Future Representations:** The City's approval of this Subdividers Agreement for Tara Baywood Phase 1 does not imply, infer, represent, guarantee or in any way require the City to approve any development application, including but not limited to a plat or subdividers agreement, for any other phase of Tara Baywood or any other subdivision in any way related to Tara Baywood, LLC or any related development, project or subdivision.

IN WITNESS WHEREOF, City and Developer have hereunto set their hands and seals the day and year first above written.

Attest:

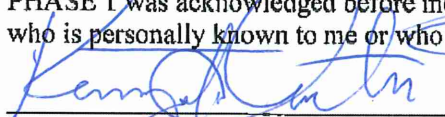
CITY OF ALACHUA


Mike DaRoza, City Manager/Clerk

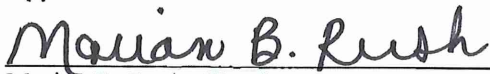
By: 
Gib Coerper, Mayor

STATE OF FLORIDA
COUNTY OF ALACHUA

THE FOREGOING SUBDIVIDERS AGREEMENT FOR TARA BAYWOOD PHASE 1 was acknowledged before me this 25th day of July 2022, by GIB COERPER, who is personally known to me or who produced _____ as identification.


Notary Public, State of Florida at large
Commission No.:
Expiration: [SEAL]

Approved as to form:


Marian B. Rush, City Attorney

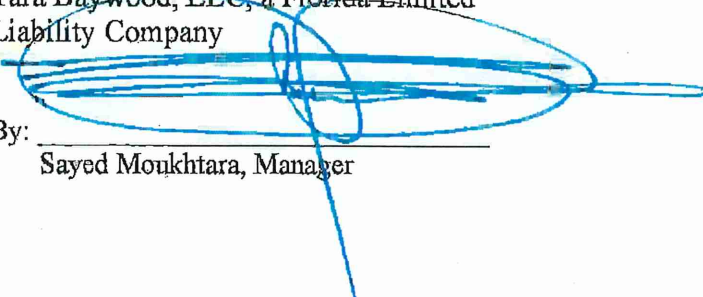


KENYATA CURTIS
Commission # HH 131166
Expires September 18, 2025
Bonded Thru Budget Notary Services

[signatures continue on next page]

DEVELOPERS/OWNERS

Tara Baywood, LLC, a Florida Limited Liability Company

By: 
Sayed Moukhtara, Manager

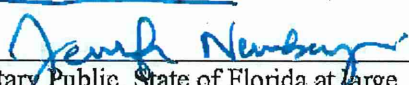
Witnesses:
(sign) 
(print) Brooke McGuire

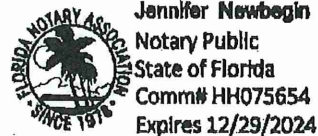
Witnesses:

Jay Payne

STATE OF FLORIDA
COUNTY OF ALACHUA

THE FOREGOING SUBDIVIDERS AGREEMENT FOR TARA BAYWOOD PHASE 1 was acknowledged before me this 2nd day of July 2022, by SAYED MOUKHTARA, who is personally known to me or who produced _____ as identification.


Notary Public, State of Florida at large
Commission No.: HH075654
Expiration: 12/29/24 [SEAL]



Tara Baywood – Phase 1

LEGAL DESCRIPTION BY THIS FIRM

A PARCEL OF LAND SITUATED IN SECTION 10, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF BAYWOOD PHASE 1C AS PER THE PLAT RECORDED IN PLAT BOOK 29, PAGE 17 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE RUN NORTH 89°56'50" EAST ALONG THE SOUTH LINE OF SAID PLAT OF BAYWOOD PHASE 1C A DISTANCE OF 85.50 FEET TO A NORTHWEST CORNER OF BAYWOOD PHASE 1B AS PER THE PLAT RECORDED IN PLAT BOOK 28, PAGE 78 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE RUN SOUTH 04°52'19" WEST ALONG THE WEST LINE OF SAID PLAT OF BAYWOOD PHASE 1B A DISTANCE OF 60.27 FEET TO A SOUTHWEST CORNER OF SAID PLAT OF BAYWOOD PHASE 1B; THENCE DEPARTING SAID PLAT, RUN NORTH 89°54'58" WEST, A DISTANCE OF 280.91 FEET; THENCE RUN NORTH 01°44'31" WEST, A DISTANCE OF 4.97 FEET; THENCE RUN NORTH 89°55'41" WEST, A DISTANCE OF 395.10 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 89°55'41" EAST, A DISTANCE OF 26.79 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 115.00 FEET, WITH A CHORD BEARING AND DISTANCE OF NORTH 88°15'26" WEST, 7.60 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 7.60 FEET; THENCE RUN NORTH 89°54'28" WEST, A DISTANCE OF 499.80 FEET TO A POINT ON THE EAST BOUNDARY OF A 30 FOOT NON-EXCLUSIVE ELECTRIC EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 3819, PAGE 825 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE RUN SOUTH 00°04'34" WEST ALONG THE EAST BOUNDARY OF SAID 30 FOOT EASEMENT A DISTANCE OF 576.90 FEET TO A POINT ON THE NORTH BOUNDARY OF BAYWOOD CENTER AS PER THE PLAT RECORDED IN PLAT BOOK 28, PAGE 91 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE RUN SOUTH 89°57'21" WEST ALONG THE NORTH LINE OF SAID PLAT OF BAYWOOD CENTER A DISTANCE OF 29.75 FEET TO THE NORTHWEST CORNER OF SAID PLAT OF BAYWOOD CENTER; THENCE DEPARTING SAID NORTH LINE OF SAID PLAT OF BAYWOOD CENTER, RUN NORTH 00°03'20" EAST ALONG THE WEST BOUNDARY OF SAID 30 FOOT EASEMENT, A DISTANCE OF 576.97 FEET; THENCE RUN NORTH 00°05'03" EAST, A DISTANCE OF 583.26 FEET; THENCE RUN SOUTH 89°54'57" EAST, A DISTANCE OF 519.40 FEET; THENCE RUN NORTH 00°05'03" EAST, A DISTANCE OF 100.00 FEET; THENCE RUN NORTH 89°54'57" WEST, A DISTANCE OF 10.00 FEET; THENCE RUN NORTH 00°05'03" EAST, A DISTANCE OF 150.00 FEET; THENCE RUN NORTH 89°54'57" WEST, A DISTANCE OF 234.40 FEET; THENCE RUN NORTH 00°05'03" EAST, A DISTANCE OF 300.00 FEET; THENCE RUN SOUTH 89°54'57" EAST, A DISTANCE OF 20.00 FEET; THENCE RUN NORTH 00°05'03" EAST, A DISTANCE OF 73.48 FEET; THENCE RUN SOUTH 89°26'48" EAST, A DISTANCE OF 1029.73 FEET TO A POINT ON THE WEST BOUNDARY OF ALACHUA REALTY COMPANY ADDITION TO THE CITY OF ALACHUA AS PER THE PLAT RECORDED IN PLAT BOOK A, PAGE 100 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE RUN SOUTH 00°01'22" WEST ALONG THE WEST LINE OF OF SAID PLAT OF ALACHUA REALTY COMPANY ADDITION TO THE CITY OF ALACHUA, A DISTANCE OF 233.30 FEET; THENCE DEPARTING WEST LINE OF SAID PLAT OF ALACHUA REALTY COMPANY

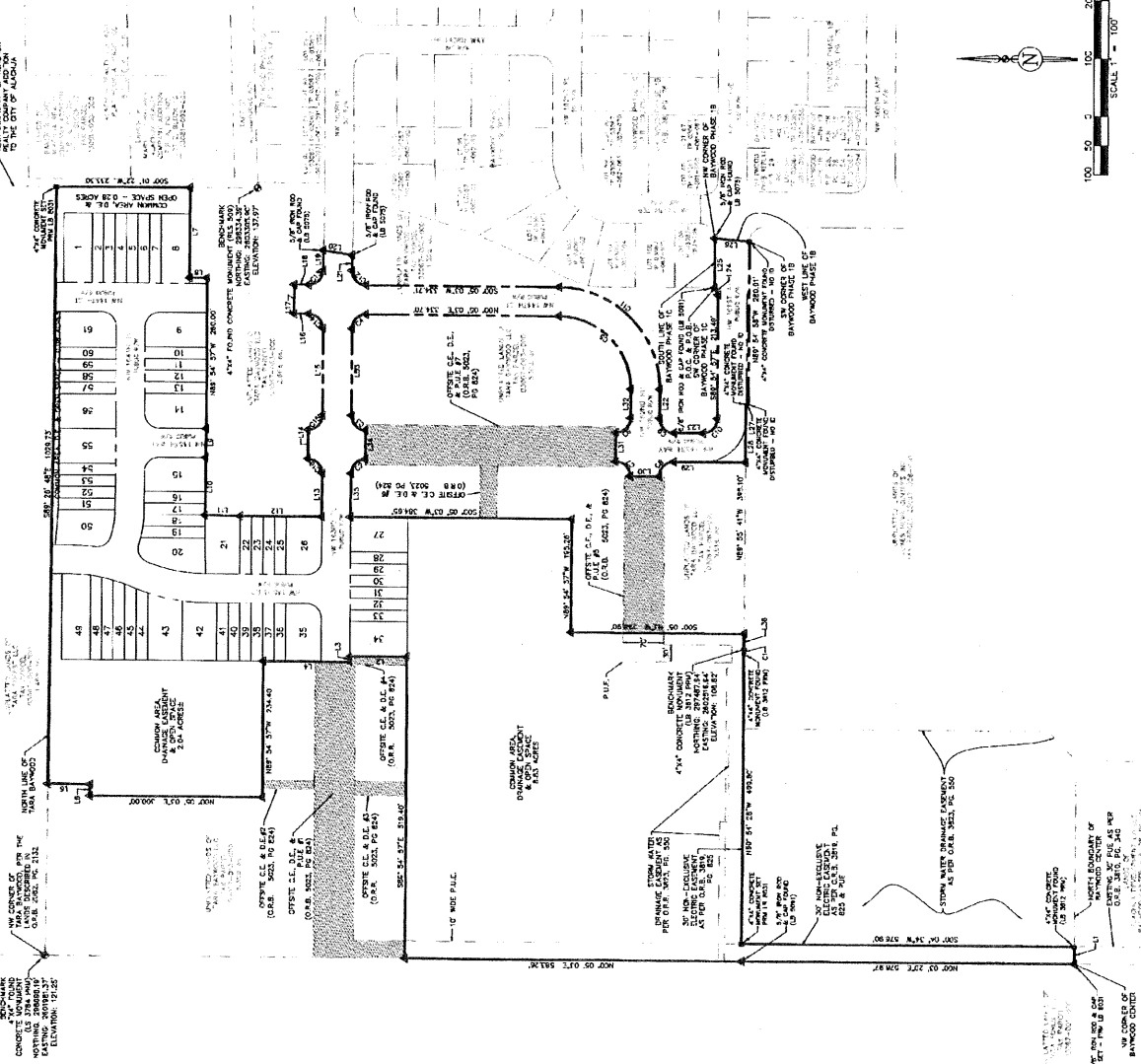


ADDITION TO THE CITY OF ALACHUA, RUN NORTH 89°54'57" WEST, A DISTANCE OF 155.54 FEET; THENCE RUN SOUTH 00°05'03" WEST, A DISTANCE OF 31.75 FEET; THENCE RUN NORTH 89°54'57" WEST, A DISTANCE OF 410.00 FEET; THENCE RUN SOUTH 00°05'03" WEST, A DISTANCE OF 200.00 FEET; THENCE RUN SOUTH 89°54'57" EAST, A DISTANCE OF 75.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, WITH A CHORD BEARING AND DISTANCE OF NORTH 45°05'03" EAST, 35.36 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.27 FEET; THENCE RUN SOUTH 89°54'57" EAST, A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, WITH A CHORD BEARING AND DISTANCE OF SOUTH 44°54'57" EAST, 35.36 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.27 FEET; THENCE RUN SOUTH 89°54'57" EAST, A DISTANCE OF 150.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, WITH A CHORD BEARING AND DISTANCE OF NORTH 45°05'03" EAST, 35.36 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.27 FEET; THENCE RUN NORTH 00°05'03" EAST, A DISTANCE OF 25.00 FEET; THENCE RUN SOUTH 89°54'57" EAST, A DISTANCE OF 50.00 FEET; THENCE RUN SOUTH 00°05'03" WEST, A DISTANCE OF 25.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, WITH A CHORD BEARING AND DISTANCE OF SOUTH 44°54'57" EAST, 35.36 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.27 FEET; THENCE RUN SOUTH 89°51'25" EAST, A DISTANCE OF 34.64 FEET; THENCE RUN SOUTH 08°59'15" WEST, A DISTANCE OF 50.15 FEET; THENCE RUN SOUTH 89°11'58" WEST, A DISTANCE OF 26.88 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, WITH A CHORD BEARING AND DISTANCE OF SOUTH 45°05'03" WEST, 35.36 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.27 FEET; THENCE RUN SOUTH 00°05'03" WEST, A DISTANCE OF 25.00 FEET; THENCE RUN NORTH 89°54'57" WEST, A DISTANCE OF 50.00 FEET; THENCE RUN NORTH 00°05'03" EAST, A DISTANCE OF 25.00 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, WITH A CHORD BEARING AND DISTANCE OF NORTH 44°54'57" WEST, 35.36 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.27 FEET; THENCE RUN NORTH 89°54'57" WEST, A DISTANCE OF 150.00 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, WITH A CHORD BEARING AND DISTANCE OF SOUTH 45°05'03" WEST, 35.36 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.27 FEET; THENCE RUN NORTH 89°54'57" WEST, A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, WITH A CHORD BEARING AND DISTANCE OF NORTH 44°54'57" WEST, 35.36 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.27 FEET; THENCE RUN NORTH 89°54'57" WEST, A DISTANCE OF 75.00 FEET; THENCE RUN SOUTH 00°05'03" WEST, A DISTANCE OF 384.65 FEET; THENCE RUN NORTH 89°54'57" WEST, A DISTANCE OF 195.26 FEET; THENCE RUN SOUTH 00°05'03" WEST, A DISTANCE OF 298.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 18.81 ACRES±, MORE OR LESS.

TARA BAYWOOD PHASE 1
SITUATED IN
SECTION 10, TOWNSHIP 8 SOUTH, RANGE 18 EAST,
CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA

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 SUPPLANTED 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 THE COUNTY.

[illegible][illegible]

SYMBOL LEGEND

	BOUNDARY LINE
	BOUNDARY LINE
	RIGHT-OF-WAY LINE
	BENCHMARK
	CONCRETE MONUMENT
	5/8" IRON ROD & PLATE
	*JBRPO PCP PRD UNLESS NOTED

ABBREVIATIONS
D.E. = DRAINAGE EASEMENT
ID = IDENTIFICATION
INC = INCORPORATED
JBPRO = JOURNAL PROFESSIONAL
LB = LICENSED SURVEYING
BUSINESS
LLC = LIMITED LIABILITY
CORPORATION
O.A.B. = OFFICIAL RECORDS BOOK
P.A. = PLAT BOOK
PG. = PAGE
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
POP = PERMANENT CONTROL
POINT
PREF = PERMANENT REFERENCE
FURNISHING
PROF. = PROFESSIONAL SURVEYOR
AND MAPPER
P.U.L. = PUBLIC UTILITIES
EASEMENT
RW = RIGHT-OF-WAY
TAX = TAX PARCEL.

जिपि

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DERIVATION OF THE SUBDIVISION UNITS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THE COUNTY.



CERTIFICATE OF CONCURRENCY COMPLIANCE FOR TARA BAYWOOD PHASE 1

This Certificate of Concurrency Compliance (also referred to as “Certificate”) is hereby issued to Tara Baywood, LLC, a Florida Limited Liability Company authorized to transact business in the State of Florida, and the (“Developer”) of the Project as identified and defined below by City of Alachua, Florida (“City”) this 25th day of July, 2022.

R E C I T A L S

WHEREAS, the Developer is developing a residential subdivision in the City known as Tara Baywood Phase 1 (the “Project”), legally described in attached Exhibit “A” (the “Property” or “Land”) and Developer is the owner of the Property;

WHEREAS, the Property or Land for the Project is owned by Tara Baywood, LLC, a Florida Limited Liability Company;

WHEREAS, the Developer has secured a Subdivider Agreement for the Project from the City dated the 25th day of July, 2022, (herein “Subdivider Agreement”) as part of the City’s site-specific requirements for applications for Development permits for the subdivision as further set forth in Section 2.4.10(G)(4) of the City’s Land Development Regulations (the “LDRs”);

WHEREAS, the LDRs provide in Article 2, Section 2.4.14 for the issuance of a Certificate of Concurrency Compliance by the City to provide a mechanism for reviewing applications for development approval to ensure that no development order is issued unless there is adequate public facility capacity for roads, sanitary sewer, solid waste, stormwater management, potable water, recreation, or public school facilities. This review is part of a regulatory program of the City to ensure that the adopted level of service standard for each public facility is available to serve development concurrent with the impacts of development;

WHEREAS, Section 2.4.14, requires that a project have a final subdivision plat in order to be eligible for issuance of a Certificate of Concurrency Compliance;

WHEREAS, the Project is zoned Residential Single Family- 6 (“RSF-6”);

WHEREAS, the Project has an approved preliminary plat approval for a residential subdivision for the Project;

WHEREAS, the Project is now ready to proceed to approval of a Final Plat comprised of 61 residential lots;

WHEREAS, the Developer intends to immediately initiate construction on the Project;

WHEREAS, the Developer of the Project agrees to submit payment for sewer connection fees as determined in the City's Capital Facilities charges and as set forth in Section 38-139 of the City of Alachua Code of Ordinances, as those fees exist prior to the final inspection of each residential unit;

WHEREAS, the Developer of the Project further agrees to submit payment for water connection fees as determined in the City's Capital Facilities charges and as set forth in Section 38-139 of the City of Alachua Code of Ordinances, as those fees exist prior to the final inspection of each residential unit; and

WHEREAS, the City has determined that adequate water and wastewater capacity exists to the Project;

WHEREAS, the Developer acknowledges that this Certificate of Concurrency Compliance is a valid exercise of the City's police powers and is authorized by, among other things, Article VIII, Section 2(b) of the Florida Constitution, Section 163.3161, *et. seq.*, Fla. Stat., Section 163.3202, Fla. Stat., and Section 166.201 Fla. Stat.;

WHEREAS, the Developer acknowledges that this Certificate of Concurrency Compliance is governed by the City's LDRs and, as such, the Developer/Owner must utilize the administrative procedures contained in the LDRs in the event there is any dispute regarding this Certificate; and

WHEREAS, the Developer acknowledges that this Certificate of Concurrency Compliance constitutes a regulatory agreement required as part of the process for the issuance of development permits for the Project and, as such, Developer/Owner has no claim for monetary damages against the City. In the event of any dispute regarding this Certificate, Developer/Owner's sole remedy for any dispute in any way relating to this Certificate is an action for declaratory relief, and nothing in this Certificate expressed or implied waives or should be construed as a waiver or attempted waiver by the City of its sovereign immunity under the Florida Constitution and the laws of the State of Florida;

NOW THEREFORE, BASED UPON THE FOREGOING INFORMATION AND RECITALS, findings of fact and conclusion of law, the City issues this Certificate of Concurrency Compliance subject to the following conditions of issuance:

1. The above recitals and information are true and correct and are incorporated as material portions of this Certificate of Concurrency Compliance by reference.
2. The City will reserve 15,250 gallons per day (61 lots x 250 gallons per day) of wastewater capacity for the 61 units proposed in the Project. This capacity reservation is intended solely for residential uses to be constructed within the Project as defined by applicable development permits including, but not limited to construction plans and Subdivider Agreement, on file with the City.

3. The City will reserve 16,775 gallons per day (61 lots x 275 gallons per day) of water capacity for the 61 units proposed in the Project. This capacity reservation is intended solely for residential uses to be constructed within the Project as defined by applicable development permits including, but not limited to construction plans and Subdivider Agreement, on file with the City.
4. The City will reserve the following trips of traffic capacity for the 61 units proposed in the Project as defined by applicable development permits, including construction plans and Subdividers Agreement, on file with the City: Segment 5 (US 441 from SR 235 to I-75): 446 Average Annual Daily Trips ("AADT") and 29 Peak Hour Trips.
5. The City will reserve 0.79 acres (2.6 persons per household x 61 units x 5 acres per 1,000 persons) of recreation capacity for the 61 units proposed in Tara Baywood Phase 1 as defined by applicable development permits, including but not limited to the construction plans and Subdividers Agreement, on file with the City.
6. The City will reserve 115.78 tons per year (0.73 tons per capita per year x 2.6 persons per household x 61 units) of solid waste capacity for the 61 units proposed in Tara Baywood Phase 1 as defined by applicable development permits on file, *including but not limited to, construction plans and Subdividers Agreement, on file with the City.*
7. The City will reserve nine (9) student stations in the Alachua School Concurrency Service Area (ACSA) for elementary schools, four (4) student stations in the Alachua SCSA for middle schools, and five (5) student stations in the Alachua SCSA for high schools, for the 61 units proposed in Tara Baywood Phase 1.
8. This Certificate of Concurrency Compliance shall remain in effect for a period of one (1) year from the date of the approval of the Subdivider Agreement between Developer and the City.
9. This Certificate of Concurrency Compliance shall be incorporated into and considered a part of the Subdividers Agreement for the Project. The failure of the Developer/Owner to comply with the term of the Subdivider Agreement shall be a default under the Subdividers Agreement and shall result in the termination of the reservations in this Certificate.
10. This Certificate of Concurrency Compliance shall not be construed to be an absolute guarantee for the reservations should events occur which are outside the control of the City.
11. The City's issuance of this Certificate does not in any way infer, imply, represent, or guarantee that the City will approve the application for any other phase of Tara Baywood. The approval of this Certificate of Concurrency Compliance for the

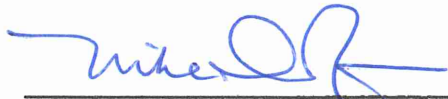
Project does not in any way infer, imply, represent or guarantee that a Certificate of Concurrency Compliance will be granted for any other phase of Tara Baywood.

THIS CERTIFICATE OF CONCURRENCY COMPLIANCE IS ISSUED this 25th

day of July, 2022, and is subject to the terms and findings as stated herein.

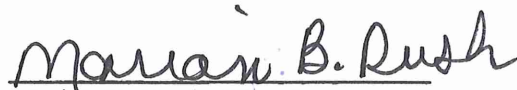
Attest:

CITY OF ALACHUA


Mike DaRoza, City Manager/Clerk/
Land Development Regulations Administrator

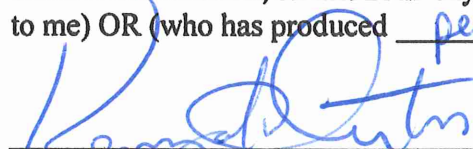
By: 
The Hon. Gib Coerper, Mayor

Approved as to form:


Marian B. Rush, City Attorney

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing CERTIFICATE OF CONCURRENCY COMPLIANCE FOR TARA BAYWOOD PHASE 1 was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, on this 25th day of July, 2022, by GIB COERPER, who is (personally known to me) OR (who has produced personally known as identification).


Notary Public, State of Florida at Large
Commission No.:
Expiration: [SEAL]



KENYATA CURTIS
Commission # HH 131166
Expires September 18, 2025
Bonded Thru Budget Notary Services

[SIGNATURES CONTINUE ON NEXT PAGE]

Witnesses:

(sign) Brooke McGuire

(print) Brooke McGuire

DEVELOPERS/OWNERS

Tara Baywood, LLC,
a Florida Limited Liability Company

By: Sayed Moukhtara, Manager

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing CERTIFICATE OF CONCURRENCY COMPLIANCE FOR TARA BAYWOOD PHASE 1 was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, on this 21st day of July _____, 2022, by Sayed Moukhtara, who is (personally known to me) OR (who has produced _____ as identification).

Jennifer Newbegin
Notary Public, State of Florida at Large
Commission No.: HH075654
Expiration: 12/29/24 [SEAL]



Jennifer Newbegin
Notary Public
State of Florida
Comm# HH075654
Expires 12/29/2024

Tara Baywood – Phase 1

LEGAL DESCRIPTION BY THIS FIRM

A PARCEL OF LAND SITUATED IN SECTION 10, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF BAYWOOD PHASE 1C AS PER THE PLAT RECORDED IN PLAT BOOK 29, PAGE 17 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE RUN NORTH 89°56'50" EAST ALONG THE SOUTH LINE OF SAID PLAT OF BAYWOOD PHASE 1C A DISTANCE OF 85.50 FEET TO A NORTHWEST CORNER OF BAYWOOD PHASE 1B AS PER THE PLAT RECORDED IN PLAT BOOK 28, PAGE 78 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE RUN SOUTH 04°52'19" WEST ALONG THE WEST LINE OF SAID PLAT OF BAYWOOD PHASE 1B A DISTANCE OF 60.27 FEET TO A SOUTHWEST CORNER OF SAID PLAT OF BAYWOOD PHASE 1B; THENCE DEPARTING SAID PLAT, RUN NORTH 89°54'58" WEST, A DISTANCE OF 280.91 FEET; THENCE RUN NORTH 01°44'31" WEST, A DISTANCE OF 4.97 FEET; THENCE RUN NORTH 89°55'41" WEST, A DISTANCE OF 395.10 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 89°55'41" EAST, A DISTANCE OF 26.79 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 115.00 FEET, WITH A CHORD BEARING AND DISTANCE OF NORTH 88°15'26" WEST, 7.60 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 7.60 FEET; THENCE RUN NORTH 89°54'28" WEST, A DISTANCE OF 499.80 FEET TO A POINT ON THE EAST BOUNDARY OF A 30 FOOT NON-EXCLUSIVE ELECTRIC EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 3819, PAGE 825 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE RUN SOUTH 00°04'34" WEST ALONG THE EAST BOUNDARY OF SAID 30 FOOT EASEMENT A DISTANCE OF 576.90 FEET TO A POINT ON THE NORTH BOUNDARY OF BAYWOOD CENTER AS PER THE PLAT RECORDED IN PLAT BOOK 28, PAGE 91 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE RUN SOUTH 89°57'21" WEST ALONG THE NORTH LINE OF SAID PLAT OF BAYWOOD CENTER A DISTANCE OF 29.75 FEET TO THE NORTHWEST CORNER OF SAID PLAT OF BAYWOOD CENTER; THENCE DEPARTING SAID NORTH LINE OF SAID PLAT OF BAYWOOD CENTER, RUN NORTH 00°03'20" EAST ALONG THE WEST BOUNDARY OF SAID 30 FOOT EASEMENT, A DISTANCE OF 576.97 FEET; THENCE RUN NORTH 00°05'03" EAST, A DISTANCE OF 583.26 FEET; THENCE RUN SOUTH 89°54'57" EAST, A DISTANCE OF 519.40 FEET; THENCE RUN NORTH 00°05'03" EAST, A DISTANCE OF 100.00 FEET; THENCE RUN NORTH 89°54'57" WEST, A DISTANCE OF 10.00 FEET; THENCE RUN NORTH 00°05'03" EAST, A DISTANCE OF 150.00 FEET; THENCE RUN NORTH 89°54'57" WEST, A DISTANCE OF 234.40 FEET; THENCE RUN NORTH 00°05'03" EAST, A DISTANCE OF 300.00 FEET; THENCE RUN SOUTH 89°54'57" EAST, A DISTANCE OF 20.00 FEET; THENCE RUN NORTH 00°05'03" EAST, A DISTANCE OF 73.48 FEET; THENCE RUN SOUTH 89°26'48" EAST, A DISTANCE OF 1029.73 FEET TO A POINT ON THE WEST BOUNDARY OF ALACHUA REALTY COMPANY ADDITION TO THE CITY OF ALACHUA AS PER THE PLAT RECORDED IN PLAT BOOK A, PAGE 100 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE RUN SOUTH 00°01'22" WEST ALONG THE WEST LINE OF OF SAID PLAT OF ALACHUA REALTY COMPANY ADDITION TO THE CITY OF ALACHUA, A DISTANCE OF 233.30 FEET; THENCE DEPARTING WEST LINE OF SAID PLAT OF ALACHUA REALTY COMPANY



Civil Engineer

Exhibit A to the Certificate of
Concurrency Compliance Plan
Tara Baywood Phase 1

ing



Construction Services

ADDITION TO THE CITY OF ALACHUA, RUN NORTH 89°54'57" WEST, A DISTANCE OF 155.54 FEET; THENCE RUN SOUTH 00°05'03" WEST, A DISTANCE OF 31.75 FEET; THENCE RUN NORTH 89°54'57" WEST, A DISTANCE OF 410.00 FEET; THENCE RUN SOUTH 00°05'03" WEST, A DISTANCE OF 200.00 FEET; THENCE RUN SOUTH 89°54'57" EAST, A DISTANCE OF 75.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, WITH A CHORD BEARING AND DISTANCE OF NORTH 45°05'03" EAST, 35.36 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.27 FEET; THENCE RUN SOUTH 89°54'57" EAST, A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, WITH A CHORD BEARING AND DISTANCE OF SOUTH 44°54'57" EAST, 35.36 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.27 FEET; THENCE RUN SOUTH 89°54'57" EAST, A DISTANCE OF 150.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, WITH A CHORD BEARING AND DISTANCE OF NORTH 45°05'03" EAST, 35.36 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.27 FEET; THENCE RUN NORTH 00°05'03" EAST, A DISTANCE OF 25.00 FEET; THENCE RUN SOUTH 89°54'57" EAST, A DISTANCE OF 50.00 FEET; THENCE RUN SOUTH 00°05'03" WEST, A DISTANCE OF 25.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, WITH A CHORD BEARING AND DISTANCE OF SOUTH 44°54'57" EAST, 35.36 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.27 FEET; THENCE RUN SOUTH 89°51'25" EAST, A DISTANCE OF 34.64 FEET; THENCE RUN SOUTH 08°59'15" WEST, A DISTANCE OF 50.15 FEET; THENCE RUN SOUTH 89°11'58" WEST, A DISTANCE OF 26.88 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, WITH A CHORD BEARING AND DISTANCE OF SOUTH 45°05'03" WEST, 35.36 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.27 FEET; THENCE SOUTH 00°05'03" WEST, A DISTANCE OF 25.00 FEET; THENCE RUN NORTH 89°54'57" WEST, A DISTANCE OF 50.00 FEET; THENCE RUN NORTH 00°05'03" EAST, A DISTANCE OF 25.00 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, WITH A CHORD BEARING AND DISTANCE OF NORTH 44°54'57" WEST, 35.36 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.27 FEET; THENCE RUN NORTH 89°54'57" WEST, A DISTANCE OF 150.00 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, WITH A CHORD BEARING AND DISTANCE OF SOUTH 45°05'03" WEST, 35.36 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.27 FEET; THENCE RUN NORTH 89°54'57" WEST, A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, WITH A CHORD BEARING AND DISTANCE OF NORTH 44°54'57" WEST, 35.36 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.27 FEET; THENCE RUN NORTH 89°54'57" WEST, A DISTANCE OF 75.00 FEET; THENCE RUN SOUTH 00°05'03" WEST, A DISTANCE OF 384.65 FEET; THENCE RUN NORTH 89°54'57" WEST, A DISTANCE OF 195.26 FEET; THENCE RUN SOUTH 00°05'03" WEST, A DISTANCE OF 298.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 18.81 ACRES±, MORE OR LESS.



Tara Baywood - Phase 1
Engineers Opinion of Probable Cost
Date: 12/8/2021

Item #	FDOT TITLE	UNIT	UNIT COST	QTY	TOTAL
General					
1	MOBILIZATION & GENERAL CONDITIONS	LS	\$40,000.00	1	\$40,000.00
2	GEO TECHNICAL TESTING	LS	\$8,000.00	1	\$8,000.00
			SUBTOTAL		\$48,000.00
Demolition, Erosion Control, Tree Protection					
3	REMOVAL OF EXISTING UTILITIES AND CONNECTIONS	LS	\$6,000.00	1	\$6,000.00
4	SILT FENCE SEDIMENT BARRIER	LF	\$0.91	3,180	\$2,893.80
5	INLET PROTECTION SYSTEMS	EA	\$121.79	25	\$3,044.75
			SUBTOTAL		\$11,938.55
Earthwork					
6	REGULAR EXCAVATION, SWALES AND BASINS	CY	\$6.98	88,800	\$619,824.00
7	EMBANKMENT	CY	\$8.14	97,000	\$789,580.00
8	RETENTION WALL, CONC. MASONRY BLOCK	LS	\$10,000.00	1	\$10,000.00
9	TEMPORARY GRAVEL CONSTRUCTION ENTRANCE	EA	\$1,500.00	1	\$1,500.00
			SUBTOTAL		\$1,420,904.00
Roadway and Sidewalk					
10	ASPHALTIC CONC. 1.25" SP-9.5 PAVEMENT	TN	\$83.82	724	\$60,652.15
11	6" LIMEROCK BASE GROUP 04	SY	\$8.35	10,525	\$87,895.61
12	12" STABILIZED SUBGRADE	SY	\$4.59	11,207	\$51,442.17
14	CONCRETE SIDEWALK, 4"	SY	\$35.85	2,648	\$94,918.85
15	TYPE E CURB AND GUTTER	LF	\$25.01	285	\$7,127.85
16	TYPE F CURB AND GUTTER	LF	\$28.16	3,330	\$93,772.80
17	MIAMI CURB AND GUTTER	LF	\$31.24	2,105	\$65,760.20
18	DETECTABLE WARNING	SF	\$32.21	310	\$9,985.10
19	STRIPING AND SIGNAGE	LS	\$9,000.00	1	\$9,000.00
			SUBTOTAL		\$480,544.73
Stormwater					
20	MITERED END SECTION, 15"	EA	\$760.00	3	\$2,280.00
21	MITERED END SECTION, 24"	EA	\$880.00	2	\$1,760.00
22	MITERED END SECTION, 36"	EA	\$1,020.00	2	\$2,040.00
23	MITERED END SECTION, 60"	EA	\$2,105.00	5	\$10,525.00
24	MANHOLE, JB	EA	\$2,400.00	5	\$12,000.00
25	INLET STRUCTURE, P5	EA	\$3,109.00	17	\$52,853.00
26	INLET STRUCTURE, P6	EA	\$5,573.40	3	\$16,720.20
27	INLET STRUCTURE, J6	EA	\$7,586.20	1	\$7,586.20
28	INLET STRUCTURE, VGI	EA	\$1,540.00	3	\$4,620.00
29	INLET STRUCTURE, TYPE C DBI	EA	\$2,675.00	1	\$2,675.00
30	INLET STRUCTURE, TYPE H DBI	EA	\$7,589.20	2	\$15,178.40
31	PIPE CULVERT, RCP, 15"	LF	\$52.00	1,540	\$80,080.00
32	PIPE CULVERT, RCP, 18"	LF	\$70.36	360	\$25,329.60
33	PIPE CULVERT, RCP, 24"	LF	\$130.47	700	\$91,329.00
34	PIPE CULVERT, RCP, 36"	LF	\$177.53	180	\$31,955.40
35	PIPE CULVERT, RCP, 60"	LF	\$277.86	420	\$116,701.20
			SUBTOTAL		\$473,633.00
Wastewater					
36	4" PVC SEWER LATERAL	LF	\$12.80	300	\$3,840.00
37	4" CLEANOUT	EA	\$34.61	29	\$1,003.69
38	6" CLEANOUT	EA	\$41.25	32	\$1,320.00
39	8" CLEANOUT	EA	\$92.89	25	\$2,322.25
40	6" PVC	LF	\$18.60	360	\$6,696.00
41	8" PVC	LF	\$22.36	5,880	\$131,476.80
42	SANITARY MANHOLE	EA	\$3,035.46	17	\$51,602.82
			SUBTOTAL		\$198,261.56
Water System					
43	2" PVC	LF	\$3.50	440	\$1,540.00
44	8" PVC	LF	\$22.36	1,200	\$26,832.00
45	12" PVC	LF	\$28.05	800	\$22,440.00
46	8" DIP	LF	\$36.28	140	\$5,079.20
47	10" DIP	LF	\$51.09	60	\$3,065.40
48	3/4" SINGLE WATER METER	EA	\$490.00	3	\$1,470.00
49	3/4" DUAL WATER METER	EA	\$726.00	42	\$30,492.00
50	3" BLOWOFF ASSEMBLY	EA	\$4,842.69	4	\$19,371.56
51	3" SAMPLE POINT	EA	\$346.75	4	\$1,387.00
52	MISC. WATER FITTINGS	LS	\$30,000.00	1	\$30,000.00
53	FIRE HYDRANT ASSEMBLY	EA	\$4,149.17	5	\$20,745.85
54	MISC. PRESSURE TESTING AND BACTERIOLOGICAL TESTING	LS	\$4,000.00	1	\$4,000.00
			SUBTOTAL		\$166,423.01
Landscape					
55	Landscape Lump Sum	LS	\$267,039.84	1	\$267,039.84
			SUBTOTAL		\$267,039.84
Entire Project					
56	CONSTRUCTION CONTINGENCY (10%)				\$306,674.47
			SUBTOTAL		\$306,674.47
	Total Construction Estimate				\$3,373,419.16



Tara Baywood - Phase 1
Engineers Opinion of Probable Cost
Date: 12/8/2021

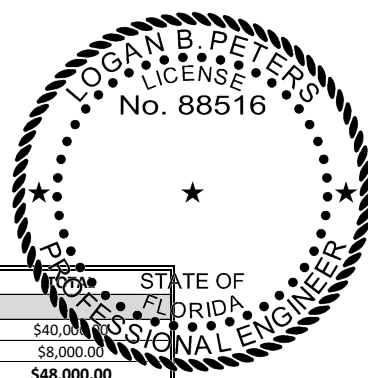
Item #	FDOT TITLE	UNIT	UNIT COST	QTY	TOTAL
Roadway and Sidewalk					
1	CONCRETE SIDEWALK, 6"	SY	\$56.34	1,386	\$78,093.50
2	CONSTRUCTION CONTINGENCY (10%)				\$7,809.35
Total Construction Estimate					\$85,902.85



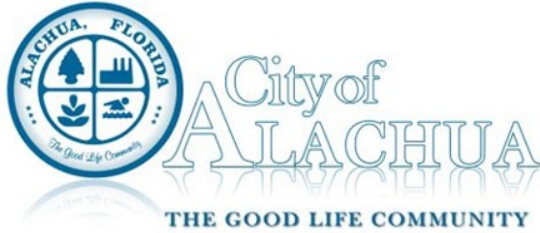
Logan B
Peters

Digitally signed by Logan B Peters
DN: cn=Logan B Peters, c=US,
o=JBROWN PROFESSIONAL
GROUP INC.,
email=logan.peters@jbpro.com
Date: 2024.07.17 16:51:42 -04'00'

Tara Baywood - Phase 1
Certified Construction Costs
Date: 7/17/2024



Item #	FDOT TITLE	UNIT	UNIT COST	QTY	
General					
1	MOBILIZATION & GENERAL CONDITIONS	LS	\$40,000.00	1	\$40,000.00
2	GEOTECHNICAL TESTING	LS	\$8,000.00	1	\$8,000.00
			SUBTOTAL		\$48,000.00
Demolition, Erosion Control, Tree Protection					
3	REMOVAL OF EXISTING UTILITIES AND CONNECTIONS	LS	\$6,000.00	1	\$6,000.00
4	SILT FENCE SEDIMENT BARRIER	LF	\$0.91	3,180	\$2,893.80
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39	8" CLEANOUT	EA	\$92.89	25	\$2,322.25
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46	8" DIP	LF	\$36.28	140	\$5,079.20
47	10" DIP	LF	\$51.09	60	\$3,065.40
48	3/4" SINGLE WATER METER	EA	\$490.00	3	\$1,470.00
49	3/4" DUAL WATER METER	EA	\$726.00	42	\$30,492.00
50	3" BLOWOFF ASSEMBLY	EA	\$4,842.89	4	\$19,371.56
51	3" SAMPLE POINT	EA	\$346.75	4	\$1,387.00
52	MISC, WATER FITTINGS	LS	\$30,000.00	1	\$30,000.00
53	FIRE HYDRANT ASSEMBLY	EA	\$4,149.17	5	\$20,745.85
54	MISC, PRESSURE TESTING AND BACTERIOLOGICAL TESTING	LS	\$4,000.00	1	\$4,000.00
			SUBTOTAL		\$166,423.01
Landscape					
55	Landscape Lump Sum	LS	\$267,039.84	1	\$267,039.84
			SUBTOTAL		\$267,039.84
Entire Project					
56	CONSTRUCTION CONTINGENCY (10%)				\$306,674.47
			SUBTOTAL		\$306,674.47
	Total Construction Estimate				\$3,373,419.16



Commission Agenda Item

MEETING DATE: August 11, 2025

SUBJECT: Replacement of HVAC Unit serving the Alachua Police Department (APD) Building

PREPARED BY: Donna Smith

RECOMMENDED ACTION:

Authorize the Interim City Manager to issue a Purchase Order to KW Mechanical Services, Inc. for the amount of \$126,956.00 to replace the existing HVAC Unit serving the Alachua Police Department Building.

Summary

On September 23, 2024, the City Commission adopted the FY 2024-2025 Budget authorizing \$150,000.00 in the Facilities Maintenance Division budget to provide for the purchase and installation of one (1) new AAON Heating, Ventilation, and Air Conditioning (HVAC) unit for the Alachua Police Department Building.

The Proposal includes the labor and materials for removing the existing unit and replacing it with a new AAON 454-B unit, installing new refrigerant, piping and control wiring, includes connecting existing condensate piping and ductwork, connecting to existing Building Automation System (BAS) control system and connecting existing electrical. KW Mechanical will provide factory startup and startup documentation.

Both City Hall and the Alachua Police Department units are AAON Commercial Equipment.

KW Mechanical Services, Inc. is an authorized dealer and installer of AAON Commercial and Industrial Equipment.

FINANCIAL IMPACT

Total Purchase Price: \$126,956.00

ADDITIONAL FINANCIAL INFORMATION

COMMISSION GOALS

Quality of Life
Funding Source - General Fund

ATTACHMENTS

1. Quote KW Mechanical Services Inc.
2. Quote Stellar Services

KW Mechanical Services Inc.

Kevin Wade

290 Alvis Rd
Jacksonville, Fl. 32220
904-238-3989
kwmechanical@yahoo.com

Proposal

Date: 07/10/2025

To: City of Alachua

Project: APD AAON UNIT REPLACEMENT

This Proposal is for providing labor and materials to:

Remove existing units and replace with new AAON 454-B units. Install new refrigerant, piping and control wiring. Connect existing condensate piping and ductwork. Connect to existing BAS control system. Connect existing electrical (any change of electrical, such as breaker size and etc, to be done by others). Provide factory startup and startup documents.

One-year parts and labor warranty

Five-year compressor warranty

Unit: \$96,355.00

Labor and Materials: \$30,601.00

Total Price: \$ 126,956.00

Payment terms: 50% (48,177.50) due
when unit order is placed. Remaining
50% due at time of unit shipped.

Remaining balance for labor and
materials due upon completion.

Quote good for 30 days

Prepared by:

Kevin Wade

Kevin Wade
President& CEO



Stellar Services
P.O. Box 5909
Gainesville, FL 32627
352-359-4903

BILL TO
City of Alachua
P.O. Box 9
Alachua, FL 32615 USA

ESTIMATE
72925069

ESTIMATE DATE
Jun 17, 2025

JOB ADDRESS
Police Department
15000 Northwest 142 Terrace
Alachua, FL 32615 USA

Job: 72923044
Technician: Josh Sumner
License #: CAC1016676.

ESTIMATE DETAILS

APD- Aeon System Replacement;
Job Location:
Alachua Police Department
15000 Northwest 142 Terrace
Alachua, FL 32615

*** Proposal for System Replacement ***

Brand: Aeon

---Air Handling Unit:

- R454B Refrigeration System
- G-90 Galvanized cabinet
- Stainless Steel Drain pan
- Double wall AHU construction
- Plenum fan with high efficiency motor
- 4"-30% Filters
- Remote Safety Shutdown Terminals
- Modulating Hot Gas Reheat Coil
- Dual Circuit Interlaced, DX Evaporator Coil with Thermal Expansion Valves
- 208V, 3-phase power

---Condensing Unit:

- VFD Condenser Fan head pressure controls factory mounted
- Low ambient control with sight glass
- Condenser coil guards
- Modulating Hot Gas Reheat
- Phase and Brownout Protection
- Suction Pressure Transducer on each Refrigeration System
- 1st Stage Digital Scroll and 2nd Stage Fixed Capacity Scroll

Estimate #72925069

Page 1 of 3

- 208V, 3-phase power

---AAON Factory Unit Controls for VAV Application

- Factory Controls mounted: AAON DDC Controller w/ Native BACnet Communication, Digital Refrigerant Module, Proof of Flow Sensor, Dirty Filter Sensor
- Factory Controls for field mounting: Supply Air Temp Sensor, Space Temp Sensor, Outdoor Air Temp/Humidity Sensor, Return Temp Sensor, Duct Static Pressure Sensor

---Included In Proposal:

- Install new refrigerant line set between condensing unit location and air handler location. Existing system is to be left in operation while new refrigerant line set is installed to reduce building down time. Line set to be installed in soffit cavity along back side of building.
- Install required communication cable between indoor and outdoor unit. Four-wire stranded shielded wire 16ga.
- Shut down existing mechanical equipment. Reclaim and dispose of refrigerant
- Remove existing equipment. Remove existing refrigerant lines up to chase pipe and seal chase pipe for water proofing.
- Set new air handler in place and install according to manufacturers specifications
- Set new condensing unit in place with customer provided crane or telehandler and install to manufacturers spec.
- Install required dampers for fresh air intake.
- Adjust existing supply and return plenums and attach to new equipment with fabric connector sleeves
- Insulate supply air plenum and return air plenum where needed
- Control wire cabling with 14-16 ga. stranded wire
- 16" Round damper for outside air intake
- System Sensor smoke detector with sampling tube
- UV Jacketed insulation for suction lines, liquid lines, and reheat lines
- Unistrut and pipe clamps for all refrigerant lines
- 1" PVC condensate line with clean out and pipe insulation. Terminate at mechanical room floor drain.
- Install active oil return legs at the lowest point of each refrigeration circuit containing hot gas reheat
- Install HX style suction line accumulators on each refrigeration circuit
- Pressure test system with dry nitrogen
- Vacuum system to manufacturers specifications
- Charge system to manufacturers specifications with customer supplied R-454B Refrigerant
- Provide manufacturers factory start up service and accompany system representative onsite.

Note: Proposal based on work being done during normal working hours 8:00-5:00 Monday to Friday

---Services and Warranties:

- Factory Start Up Provided
- One year labor warranty from start up date
- One-year unit (parts only) warranty on entire unit
- Five-year compressor warranty (years 2-5, parts only)

---Services and materials not included in proposal (Provided by Customer):

- ACR Hard Drawn Copper
- Pro press fittings for copper piping
- R-454B Refrigerant
- Crane or telehandler for condensing unit lift
- Extension of existing concrete equipment pad
- Temporary portable air conditioners for building during offline period

---Expected Lead Time

- Estimated Lead time, ARO
- AAON SS: 10-20 Weeks

---Aeon Tariff Disclaimer

- Tariff Adjustments: If any new tariffs, duties, or similar government-imposed charges or increases to existing

tariffs, existing duties, or similar existing government-imposed charges, affect the products or services outlined in this proposal prior to equipment shipment or the completion of the services, those costs will be added as a surcharge

--- Payment Terms

- Net 30 days after substantial completion

Total Investment: \$ 150,740.17

SERVICE	DESCRIPTION	QTY	PRICE	TOTAL
Commercial Replacement Sales	Commercial Sales:Commercial Replacement Sales	1.00	\$150,740.17	\$150,740.17

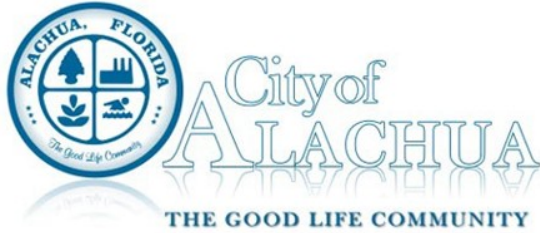
POTENTIAL SAVINGS \$0.00

SUB-TOTAL \$150,740.17

TAX \$0.00

TOTAL \$150,740.17

Thank you for allowing Stellar Services to serve you!



Commission Agenda Item

MEETING DATE: August 11, 2025

SUBJECT: Approval of the City Commission Budget Workshop Minutes, July 28, 2025.

PREPARED BY: LeAnne Williams, Deputy City Clerk

RECOMMENDED ACTION:

Approve the City Commission Budget Workshop Minutes, July 28, 2025.

Summary

Approval of the City Commission Budget Workshop Minutes, July 28, 2025.

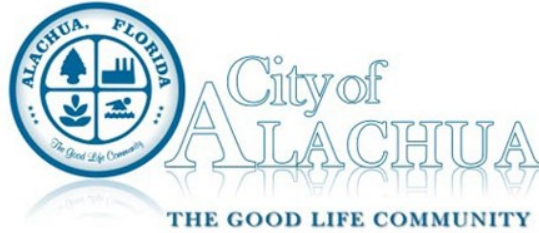
FINANCIAL IMPACT

ADDITIONAL FINANCIAL INFORMATION

COMMISSION GOALS

ATTACHMENTS

1. 25.07.28.M.CCWS



City Commission Workshop Minutes
July 28, 2025 at 4:30 PM

Mayor Walter Welch
Vice Mayor Shirley Green Brown
Commissioner Jacob Fletcher
Commissioner Jennifer Ringersen
Commissioner Dayna Williams

City Manager Rodolfo Valladares
City Attorney Marian Rush

The City Commission will conduct a
City Commission Meeting
At 4:30 PM
to address the item(s) below.

Meeting Date: July 28, 2025

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

STAFF ATTENDING: Robert Bonetti, Jeanene Carrillo, Michael Carrillo, Heather Carter, Daniel Chalker, Janet Knapp, Brent Lanier, Damon Messina, Bryan Thomas, LeAnne Williams, Tyler Williams, Cap Wilson.

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

Led by Commissioner Dayna Williams, with Mayor Walter Welch and Vice Mayor Shirley Green Brown absent.

I. AGENDA ITEMS

A) FY 2025-2026 BUDGET WORKSHOP

Finance and Administrative Services Director Rob Bonetti introduced the FY 25-26 Budget Workshop and presented the staff report.

Commissioners asked clarifying questions, which were answered by Finance and Administrative Services Director Bonetti.

ADJOURN

Commissioner Williams adjourned the meeting.

ATTEST:

**CITY COMMISSION OF THE CITY OF
ALACHUA, FLORDIA:**

Rodolfo Valladares, City
Manager/Clerk

Walter Welch, Mayor