Regular City Commission Meeting
Agenda
September 11, 2023

Mayor Gib Coerper	**City Manager Mike DaRoza**
Vice Mayor Dayna Miller	City Attorney Marian Rush
Commissioner Jennifer Blalock	
Commissioner Shirley Green Brown	
Commissioner Edward Potts	

The City Commission will conduct a
Regular City Commission Meeting
At 6:00 PM
to address the item(s) below.

Meeting Date: September 11, 2023

Meeting Location: James A Lewis Commission Chambers
15100 NW 142 Ter.

City Commission Meeting

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

CALL TO ORDER

INVOCATION

PLEDGE TO THE FLAG

APPROVAL OF THE AGENDA

APPROVE READING OF PROPOSED ORDINANCES AND RESOLUTIONS BY TITLE ONLY

I. SPECIAL PRESENTATIONS

A. 2023 Constitution Week Proclamation

B. American Pharmacists Month Proclamation

C. 2023 National Breast Cancer Awareness Month & Alachua Goes Pink! Proclamation

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. Parks & Recreation Advisory Board Appointment

IV. PUBLIC HEARINGS AND ORDINANCES

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

A. Minor Subdivision – Replat of Lot 53 of Wyndswept Hills: A request by Sergio Reyes, P.E., of EDA Consultants, Inc., applicant and agent for Anna Diekemper and Anthony Meyer, property owners, for consideration of a minor subdivision / replat to adjust the front setback of Lot 53 of Wyndswept Hills from 25 feet to 20 feet; Tax Parcel 03863-020-053 (Quasi-Judicial Hearing).

B. Ordinance 23-04, Second Reading. An Ordinance of the City of Alachua, Florida, Relating to the Amendment of the City's Land Development Regulations ("LDRS"); Amending Article 4, Section 4.3.4(L), Related to Use-Specific Standards for Warehouse and Freight Movement; Providing a Repealing Clause; Providing Severability; Providing an Effective Date.

V. AGENDA ITEMS

A. City Manager Annual Evaluation

B. Resolution 23-18 TK Stormwater Basin Maintenance Assessment Annual Rate Resolution

C. Resolution 23-20: Convergence Research Park Bike Depot Off-Site Tree Mitigation Request

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

August 14, 2023, Budget Workshop Meeting Minutes
August 14, 2023,City Commission Meeting Minutes
August 28, 2023, Budget Workshop Meeting Minutes
September 06, 2023, Special City Commission Meeting Minutes

City of Alachua
THE GOOD LIFE COMMUNITY

Commission Agenda Item

MEETING DATE: 9/11/2023
SUBJECT: 2023 Constitution Week Proclamation
PREPARED BY: LeAnne Williams, Deputy City Clerk

RECOMMENDED ACTION:
Mayor Coerper to read the Proclamation and present it to Regent Kay Hall.

Summary

Constitution Week has been established to celebrate and commemorate the celebration of the drafting of the Constitution of the United States of America. By Presidential Proclamation, September 17 through September 23 is designated Constitution Week.

Kay Hall, Past Regent for the Gainesville Chapter of the National Society Daughters of the American Revolution is present to receive the City of Alachua proclamation of Constitution Week.

FINANCIAL IMPACT: No

COMMISSION GOALS:
Quality of Life, Community Enhancement, Strengthen Community Services

ATTACHMENTS:

Description

- Proclamation

City of Alachua, Florida

Office of Mayor *Gib Coerper*

PROCLAMATION

WHEREAS, September 17, 2023, marks the two hundred and thirty-sixth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, It is fitting and proper to officially recognize this magnificent document and the anniversary of its creation; and

WHEREAS, It is fitting and proper to officially recognize the patriotic celebrations which will commemorate the occasion; and

WHEREAS, Public law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through September 23, 2023, to be

CONSTITUTION WEEK

In the City of Alachua, and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787.

IN WITNESS WHEREOF, I Gib Coerper, Mayor of the City of Alachua, have hereunto set my hand this 11th day of September, 2023.

ATTEST:

_____

Gib Coerper, Mayor

City of Alachua
THE GOOD LIFE COMMUNITY

Commission Agenda Item

MEETING DATE: 9/11/2023
SUBJECT: American Pharmacists Month Proclamation
PREPARED BY: LeAnne Williams, Deputy City Clerk

RECOMMENDED ACTION:
Mayor Coerper to read the proclamation and present it to William Garst, Pharm.D.

Summary

Pharmacists are important members of a health care team as they are well versed in medications, the effects they produce in a body, and how they interact or interfere with each other. In addition to safely providing medicine, pharmacists offer many other services as part of their commitment to helping patients live healthier lives.
In light of the valuable role pharmacists play in not only our community but our very lives, we encourage the citizens of the City of Alachua to participate in American Pharmacist Month.

ATTACHMENTS:

Description

- Proclamation

City of Alachua, Florida

Office of Mayor *Gib Coerper*

PROCLAMATION

WHEREAS, Pharmacists are the most accessible health care providers delivering critical services to patients and contributing to the health and well-being of people; and

WHEREAS, Pharmacists are best positioned to be the health care provider that ensures optimal medication therapy outcomes, help to ensure patients are adherent to their medications; and serve as providers during public health emergencies; and

WHEREAS, With a community pharmacy located within five miles of nearly all Americans, pharmacists, and pharmacy personnel are best suited to work collaboratively with other healthcare providers and are making an impact in helping patients overcome illness and live healthier lives through chronic disease management and the fully effective use of their medicines; and

WHEREAS, today, there are over 300,000 licensed pharmacists, over 400,000 pharmacy technicians, and 47,000 student pharmacists providing care and serving as patient advocates for ensuring access to the best and safest therapy for the patients they serve; and

WHEREAS, the American Pharmacists Association, Florida Pharmacy Association, and the Alachua County Area Association of Pharmacy have declared October as American Pharmacists Month; and

NOW, THEREFORE, I, Gib Coerper, Mayor of the City of Alachua, representing the City and the City Commission, do proclaim October as American Pharmacists Month, and urge all our citizens to acknowledge the valuable services of pharmacists to provide safe, affordable, and beneficial pharmaceutical care services and products to all citizens.

IN WITNESS WHEREOF, I have hereunto set my hand this 26th day of September, 2022.

ATTEST:

_____

Gib Coerper, Mayor

City of Alachua
THE GOOD LIFE COMMUNITY

Commission Agenda Item

MEETING DATE: 9/11/2023
SUBJECT: 2023 National Breast Cancer Awareness Month & Alachua Goes Pink! Proclamation
PREPARED BY: Tara L. Malone - Human Resources Director

RECOMMENDED ACTION:
Mayor to read proclamation declaring October 2023 as National Breast Cancer Awareness Month & Alachua Goes Pink!

Summary

Each year, October is recognized as National Breast Cancer Awareness month; when we honor those who have lost lives to breast cancer and recognize the survivors who still engage in the battle. National Mammography Day is also recognized in October to encourage preventative care for early detection. In support of these efforts, the City of Alachua launches its "Alachua Goes Pink!" campaign. Pink ribbons are placed on fleet vehicles, APD decals one of its traffic units and staff members wear commemorative bracelets and pins.

FINANCIAL IMPACT: No

COMMISSION GOALS:
Quality of Life

ATTACHMENTS:

Description

- 2023 Breast Cancer Awareness Month Proclamation

City of Alachua, Florida

Office of Mayor *Gib Coerper*

PROCLAMATION

WHEREAS, October 2023 is National Breast Cancer Awareness Month; and

WHEREAS, National Breast Cancer Awareness Month is dedicated to educating women and increasing public awareness about the importance of early breast cancer detection, diagnosis and treatment; and

WHEREAS, one in eight American women are affected by breast cancer, and when breast cancer is detected early, and is in the localized stage, the 5-year relative survival rate is 100%; and

WHEREAS, October 20th, 2023, is National Mammography Day, to serve as a reminder to all women and those that love them, that the best defense is early detection, and that a mammogram can often detect a problem before there is any outward physical sign; and

WHEREAS, the American Cancer Society recognizes that although great strides have been made in breast cancer awareness and treatment, there remains much more to be accomplished.

NOW, THEREFORE, I, Gib Coerper, Mayor of the City of Alachua, representing the City and the City Commission, do hereby proclaim **October 2023,** as

National Breast Cancer Awareness Month & Alachua Goes Pink!

IN WITNESS WHEREOF, I have hereunto set my hand this 11th day of September, 2023

ATTEST:

_____

Gib Coerper, Mayor

City of Alachua
THE GOOD LIFE COMMUNITY

Commission Agenda Item

MEETING DATE: 9/11/2023
SUBJECT: Parks & Recreation Advisory Board Appointment
PREPARED BY: LeAnne Williams, Deputy City Clerk

RECOMMENDED ACTION:
Appoint one applicant to the Parks & Recreation Advisory Board, for a three-year term expiring February 21, 2026.

Summary

The City of Alachua Code of Ordinances Sec. 2-934 establishes the five-member Parks and Recreation Advisory Board. The purpose of this board is to serve in an advisory role to the City Commission concerning recreation services and potential long-range capital improvements, as well as evaluate existing programs, recommend changes and enhancements, and promote and review citizen participation in planning and utilizing city services and facilities.

The Parks & Recreation Advisory Board is made up of five (5) members who serve staggered three (3)-year terms and are appointed by the City Commission. The Board has one (1) seat, with terms expiring on February 21, 2026, which has been vacated and needs to be filled. The city advertised for applications for the board in Alachua County Today on August 10, 2023, and August 17, 2023. Notice of the vacancies was also posted on community bulletin boards and the city's website. The City received one (1) application:

Horace Jenkins

As provided by Florida State Statute 943.04351, the city conducted a search of each applicant's name against the registration information regarding sexual predators and sexual offenders maintained by the Florida Department of Law Enforcement. None of the applicants were found in the registry.

Additionally, Sec. 2-935 requires that members of the Parks & Recreation Advisory Board be residents of the city of Alachua, for which the applicant qualifies.

The applicant have been contacted about their potential appointment and informed of their right to be present, should they wish to speak at this meeting.

FINANCIAL IMPACT: No

BUDGETED: No

ATTACHMENTS:

Description

- Ad - Alachua County Today
- App - Jenkins

Photos special to *Alachua County Today*

church. I think that was more common in the past. If you grew up somewhere, or you got married and started going to a specific church, you continued to attend the rest of your life.

On Dec. 16, 2000, the church was on the "Tour of Churches and Homes" hosted by the Alachua Historical Society and the Alachua Woman's Club. We had reached out to those that could share a wealth of information about the currently looking for a church home, I highly recommend visiting the church and see if you are a fit for them or them for you. They have wonderful folks who attend and a welcoming pastor. If I was looking for a new church, I would be strongly tempted to join them

# # #

Email editor@alachuatoday.com

ents coming to Archer

billion in network upgrades and will continue making multibillion-dollar annual infrastructure investments over the next several years.

Residents interested in learning more about the service should visit Cox.com/getfiber.

# # #

Email cwalker@alachuatoday.com

City of ALACHUA

NOTICE OF BOARD VACANCY

The City of Alachua is currently accepting applications for one (1) vacancy on its Parks and Recreation Advisory Board.

The appointment will be for a vacated term. Interested applicants must be residents of Alachua, be willing to attend meetings on at least a quarterly basis, and have a keen interest in parks and recreation. To apply, you may obtain an application and information from either our website www.cityofalachua.com, or contact the City of Alachua at (386) 418-6100 to obtain a copy. Applications must be received by the City on or before August 31, 2023, for consideration. You may send your application Attention: City Manager's Office P.O. Box 9, Alachua FL 32616.

(Published: Alachua County Today - August 10, 2023 and August 17, 2023)

City of ALACHUA

NOTICE OF BOARD VACANCY

The City of Alachua is currently accepting applications for two (2) appointments to be made on the following Board:

Planning and Zoning Board: The Planning and Zoning Board (PZB) consists of five voting members and a non-voting School Board representative. The PZB provides recommendations to the City Commission on various development applications, such as comprehensive plan amendments, rezonings, and subdivisions, and reviews and makes decisions on certain development applications as provided for within the City's Land Development Regulations. The PZB is also authorized by the City Commission to provide recommended policies and guiding action affecting development in the City, including amendments to Land Development Regulations, special studies, and other proposals which promote orderly development.

- Applicants must be a resident of the City of Alachua.
- Meetings are typically held at 6:00 p.m. on the second Tuesday of the month, in the James A. Lewis Commission Chambers in City Hall.

Applications may be obtained in person at City Hall, located at 15100 NW 142nd Terrace, on any regular business day (Monday through Thursday) between the hours of 7:30 a.m. and 6:00 p.m., or by visiting the City's website at www.cityofalachua.com. Completed applications must be received by the Planning and Community Development Department no later than 6:00 p.m. on **Thursday, August 31, 2023**. Applications may be submitted in person at City Hall or by mail to the following address: City of Alachua, Planning and Community Development Department, P.O. Box 9, Alachua, FL 32616. Questions may be directed to the Planning and Community Development Department at (386) 418-6121.

(Published: Alachua County Today - August 10, 2023 and August 17, 2023)

APPLICATION FOR PARKS AND RECREATION BOARD MEMBERSHIP

NAME Horace Jenkins DATE Sept-6-23

ADDRESS 15007 NW 134 Terr.

MAILING ADDRESS P. O. Bx 1071, Alachua, Fla.

PHONE (Daytime) 352-870-0783

E-MAIL, IF AVAILABLE H. Jenk CVAW-65 @ g Mail.com

Are you available to meet on at least a quarterly basis? ☑ Yes ☐ No

Are you a resident of the City of Alachua? ☑ Yes ☐ No

BRIEFLY STATE WHY YOU WANT TO BE A PARKS AND RECREATION BOARD MEMBER:

Keep Improving Rec. for the city Alachua,

Alachua, Start with A (A) End with A. (A) 1st class

By signing and submitting this application, applicant agrees to allow the City of Alachua to perform a sexual predators and sexual offenders check via the Florida Department of Law Enforcement's website of registered sexual predators and offenders.

SIGNATURE: Horace Jenkins

PLEASE FORWARD COMPLETED APPLICATION TO: CITY OF ALACHUA, ATTN: CITY MANAGER'S OFFICE, P.O. BOX 9, ALACHUA, FL 32616.

City of Alachua
THE GOOD LIFE COMMUNITY

Commission Agenda Item

MEETING DATE: 9/11/2023
SUBJECT: Minor Subdivision – Replat of Lot 53 of Wyndswept Hills: A request by Sergio Reyes, P.E., of EDA Consultants, Inc., applicant and agent for Anna Diekemper and Anthony Meyer, property owners, for consideration of a minor subdivision / replat to adjust the front setback of Lot 53 of Wyndswept Hills from 25 feet to 20 feet; Tax Parcel 03863-020-053 (Quasi-Judicial Hearing).
PREPARED BY: Justin Tabor, AICP, Principal Planner

RECOMMENDED ACTION:

Staff recommends that the City Commission approve the Replat of Lot 53 of Wyndswept Hills upon making the following motion:

Based upon the competent substantial evidence presented at this hearing, the presentation before this Commission, and Staff's recommendation, this Commission finds the application to be consistent with the City of Alachua Comprehensive Plan and in compliance with the Land Development Regulations and approves the Replat of Lot 53 of Wyndswept Hills.

Summary

This application is a request by Sergio Reyes, P.E., of EDA Consultants, Inc., applicant and agent for Anna Diekemper and Anthony Meyer, property owners, for consideration of a Minor Subdivision / Replat to adjust the front setback of Lot 53 of Wyndswept Hills from 25 feet to 20 feet. The purpose of the proposed replat is to modify the existing front setback line to address an encroachment.

The subject property consists of Tax Parcel Number 03863-020-053. The address of the property is 14881 NW 149th Road. There is an existing single-family residence on the subject property.

Section 2.4.10(G)(5) of the City's Land Development Regulations (LDRs) establishes the requirements for a final plat. An analysis of the application's compliance with the applicable standards of this section has been provided within the staff report.

On July 11, 2023, the Planning & Zoning Board voted 4-0 to forward the application to

the City Commission with a recommendation to approve.

This item was scheduled for consideration by the City Commission at its July 24, 2023 regular meeting, however, due to unforeseen circumstances there was a need to defer the item to a later meeting date. At the July 24, 2023 City Commission meeting the City Commission voted favorably to defer the hearing for this item to tonight's meeting.

ATTACHMENTS:

Description

- Staff Report & Staff Supporting Materials
- Updated Title Opinion
- Replat of Lot 53 of Wyndswept Hills
- Application & Supporting Materials
- Public Notice Materials for the 7/11/23 PZB Hearing
- Public Notice Materials for the 7/24/2023 City Commission Hearing

City of Alachua

Planning & Community Development Department

Staff Report

Planning & Zoning Board Hearing Date: July 11, 2023

Quasi-Judicial Hearing

SUBJECT:	A request for a Minor Subdivision / Replat to adjust the front setback of Lot 53 of Wyndswept Hills from 25 feet to 20 feet
APPLICANT/AGENT:	Sergio Reyes, P.E., EDA Consultants, Inc.
PROPERTY OWNER:	Nancy Bonner
LOCATION:	14881 NW 149th Road
PARCEL ID NUMBERS:	03863-020-053
FLUM DESIGNATION:	Moderate Density Residential
ZONING:	Residential Single Family – 3 (RSF-3)
OVERLAY:	N/A
ACREAGE:	±0.30 acres
PROJECT PLANNER:	Justin Tabor, AICP, Principal Planner
RECOMMENDATION:	Staff recommends that the Planning & Zoning Board forward the application to the City Commission with a recommendation to approve the Replat of Lot 53 of Wyndswept Hills.
RECOMMENDED MOTION:	*Based upon the competent substantial evidence presented at this hearing, the presentation before this Board, and Staff's recommendation, this Board finds the application to be consistent with the City of Alachua Comprehensive Plan and in compliance with the Land Development Regulations and recommends that the Planning and Zoning Board forward the application to the City Commission of the City of Alachua with a recommendation to approve the Replat of Lot 53 of Wyndswept Hills.*

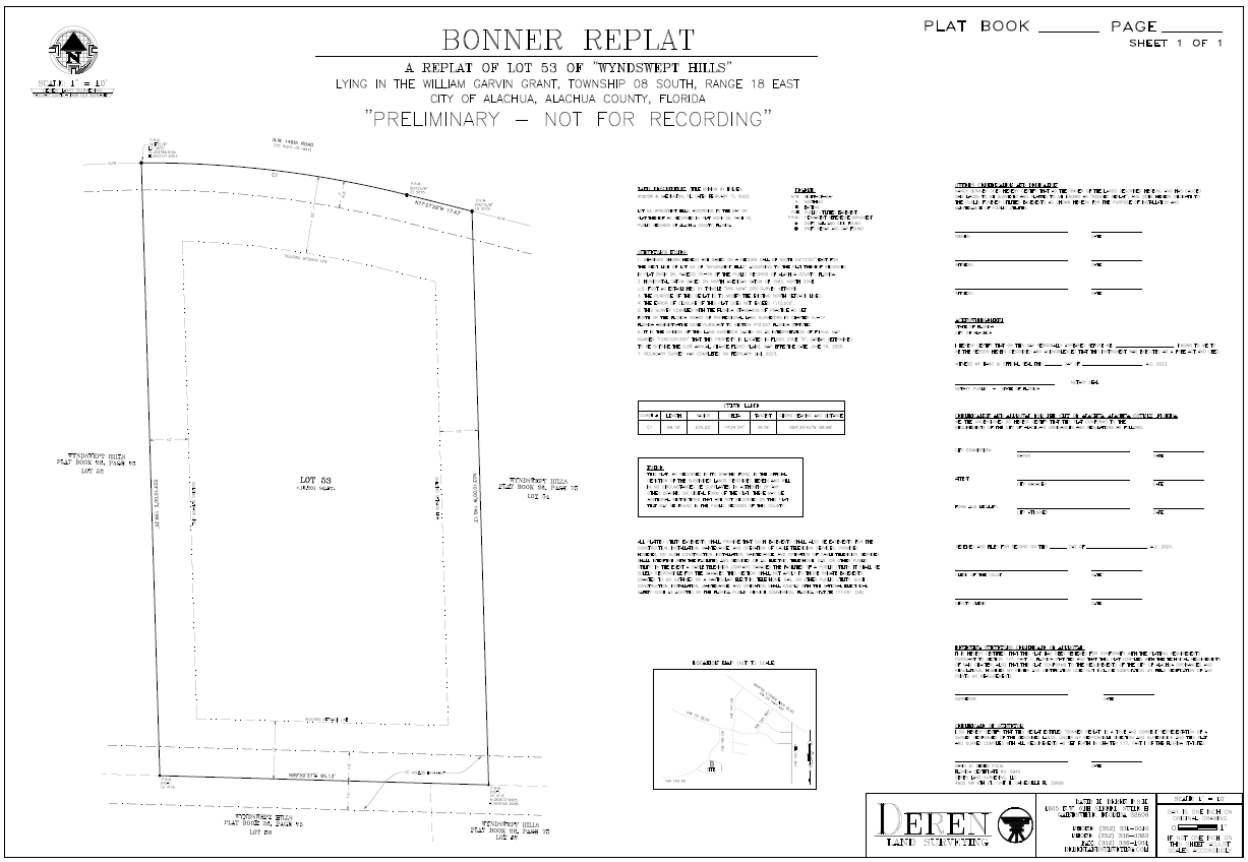
SUMMARY

This application is a request by Sergio Reyes, P.E., of EDA Consultants, Inc., applicant and agent for Nancy Bonner, property owner, for consideration of a Minor Subdivision / Replat to adjust the front setback of Lot 53 of Wyndswept Hills from 25 feet to 20 feet. The purpose of the proposed replat is to modify the existing front setback line to address an encroachment.

The subject property consists of Tax Parcel Number 03863-020-053. The address of the property is 14881 NW 149th Road. There is an existing single family residence on the subject property.

Section 2.4.10(G)(5) of the City's Land Development Regulations (LDRs) establishes the requirements for a final plat. An analysis of the application's compliance with the applicable standards of this section has been provided within this report.

Illustration 1 – Replat of Lot 53 of Wyndswept Hills



SURROUNDING USES

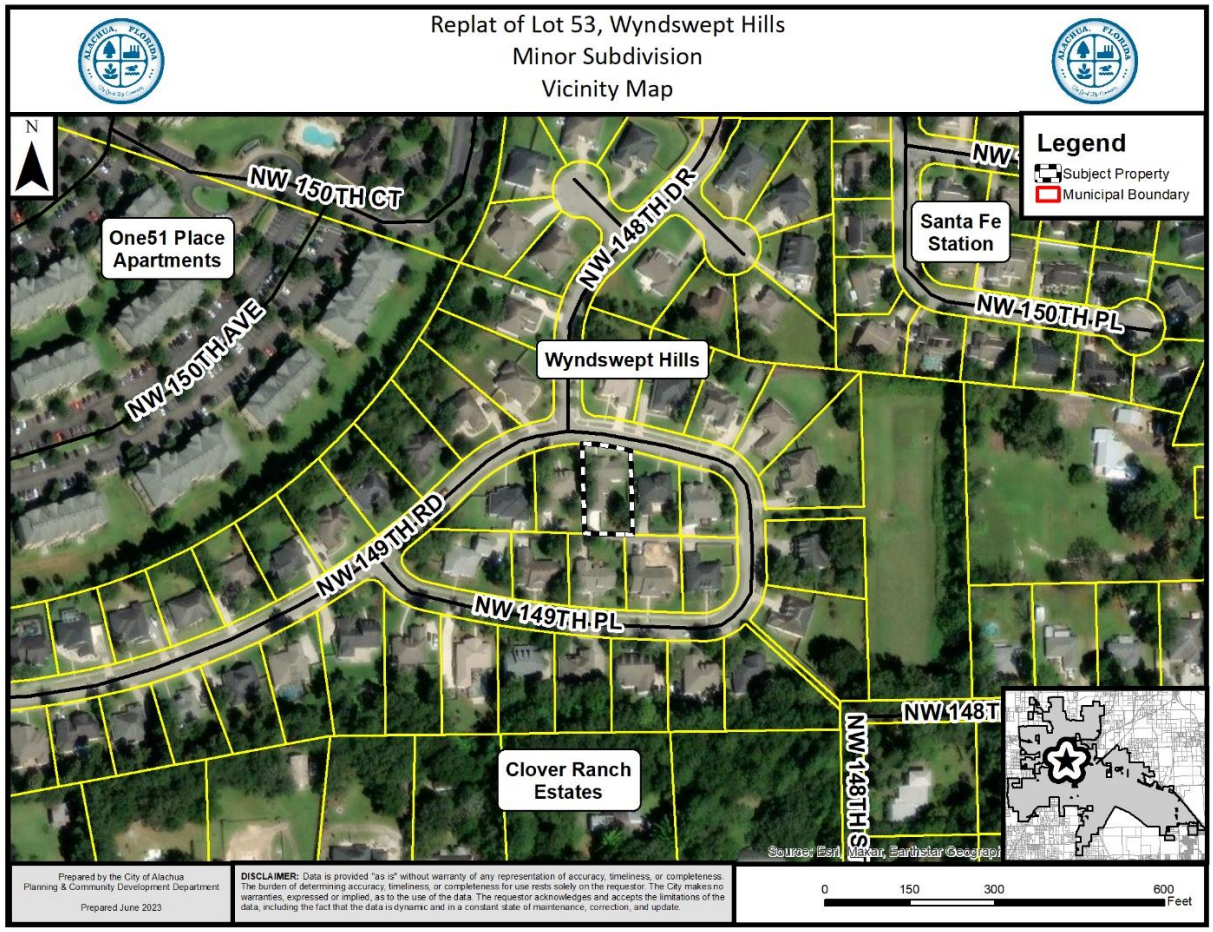
The existing uses, Future Land Use Map (FLUM) Designations, and zoning districts of the surrounding area are identified in Table 1. Map 1 provides an overview of the vicinity of the subject property. (NOTE: The information below is intended to provide a general overview of the area surrounding the subject property and to generally orient the reader. It is not intended

to be all-inclusive, and may not identify all existing uses, FLUM Designations, and/or zoning districts surrounding the subject property.)

Table 1. Surrounding Land Uses

Direction	Existing Use(s)	FLUM Designation(s)	Zoning District(s)
North	Residential	Moderate Density Residential	Residential Single Family – 3 (RSF-3)
South	Residential	Moderate Density Residential	Residential Single Family – 3 (RSF-3)
West	Residential	Moderate Density Residential	Residential Single Family – 3 (RSF-3)
East	Residential	Moderate Density Residential	Residential Single Family – 3 (RSF-3)

Map 1. Vicinity Map



NEIGHBORHOOD MEETING

According to Section 2.2.4 (C) of the LDRs, a neighborhood meeting for a minor subdivision final plat is optional. A neighborhood meeting was not held regarding this application.

CONSISTENCY WITH THE COMPREHENSIVE PLAN

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

Future Land Use Element

GOAL 1: Future Land Use Map 2035:
The City shall maintain a Future Land Use Map in order to effectively guide development in a sustainable manner and to ensure economic prosperity and stability while maintaining a high quality of life for all of its present and future citizens, businesses, and visitors.

Policy 1.2b: *Moderate Density Residential* (0 to 4 dwelling units per acre): The Moderate Density Residential land use category allows residential development at a maximum density of 4 dwelling units per acre. The following uses are allowed in the Moderate Density Residential land use category:

1. Single family detached dwelling units;
2. Accessory dwelling units;
3. Manufactured or modular homes meeting certain design criteria;
4. Mobile homes only within mobile home parks;
5. Duplexes and quadplexes;
6. Townhomes;
7. Residential Planned Developments; and,
8. Supporting community services such as schools, houses of worship, parks, and community centers.

Evaluation and Findings: The existing use is single family residential. No changes to the use of the property is proposed, and the application will not result in an increase in residential density.

Objective 5.1: Natural features: The City shall coordinate Future Land Use designations with appropriate topography, soils, areas of seasonal flooding, wetlands and habitat during review of proposed amendments to the Future Land Use Map and the development review process. Natural features may be included as amenities within a development project.

Evaluation and Findings: An environmental conditions and site suitability analysis has been provided in this report, and indicates that, based upon best available data, the development is not expected to have any adverse impacts upon natural features.

Objective 5.2: Availability of facilities and services: All new development shall be planned and constructed concurrently with the availability of facilities and services necessary for the development.

Evaluation and Findings: The subject property is located within the City's potable water and wastewater service areas and will be required to connect to the City of Alachua's potable water and wastewater system.

Policy 9.1: Any new development or redevelopment within a Commercial or Industrial land use category within the corporate limits, where potable water and wastewater service are available, as defined in Policy 1.2.a and Policy 4.2.b of the Community Facilities Element of the City's Comprehensive Plan, shall connect to the City's potable water and wastewater system.

Evaluation and Findings: The development is located within the City's utility service area and will connect to potable water and wastewater facilities.

Transportation Element

Objective 1.1: Level of Service: The City shall establish a safe, convenient and efficient level of service standard for all motorized and non-motorized transportation systems.

Analysis of Consistency with Objective 1.1: The proposed replat will not result in the creation of any new vehicular trips.

ENVIRONMENTAL CONDITIONS ANALYSIS

Wetlands

According to best available data, there are no wetlands located within the area of proposed development. If any wetlands are identified within the area of proposed development, these areas will be subject to the applicable protection standards of the City of Alachua Comprehensive Plan and the Land Development Regulations (LDRs.)

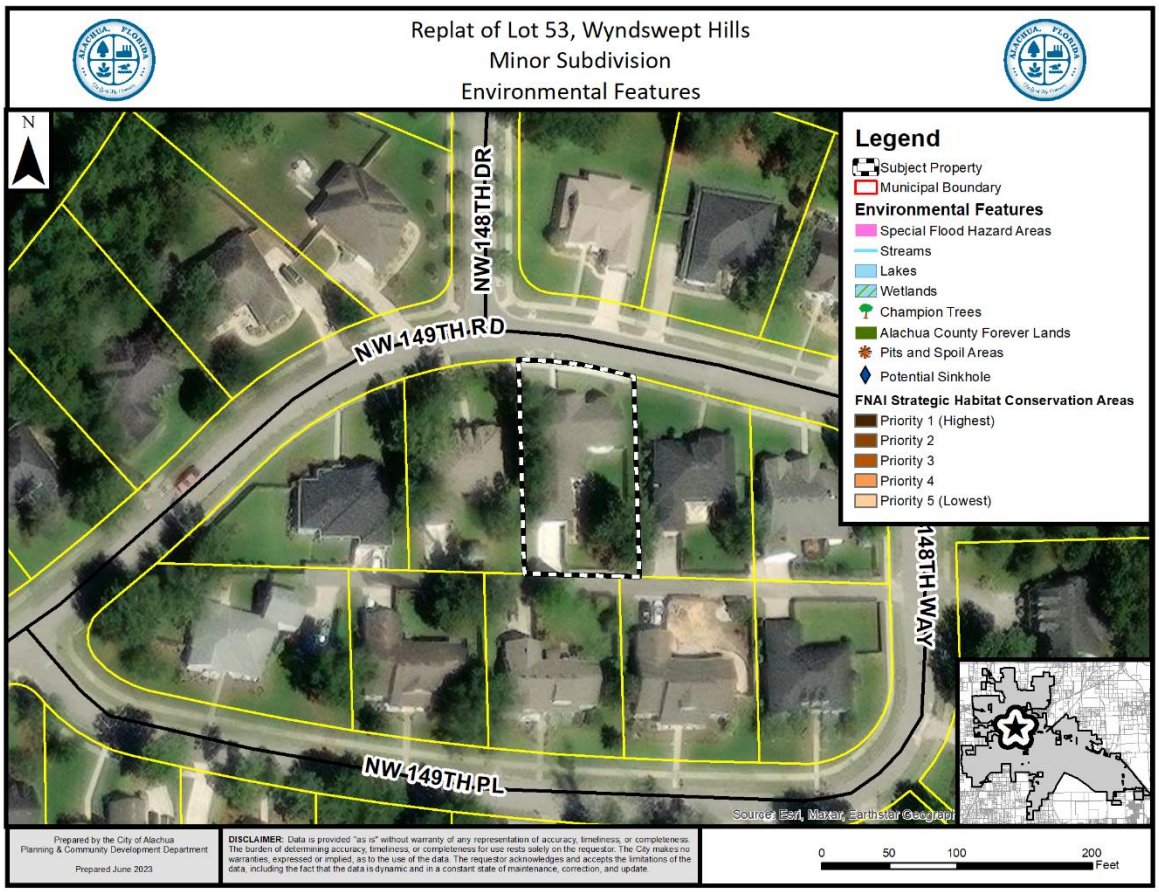
Evaluation: No wetlands have been identified in the area of proposed development, therefore, there are no issues related to wetland protection.

Strategic Ecosystems

Strategic Ecosystems were identified by an ecological inventory project in a report prepared for Alachua County Department of Growth Management in 1987 and updated in 1996. The purpose of the inventory was to identify, inventory, map, describe, and evaluate the most significant natural biological communities in private ownership in Alachua County.

Evaluation: The subject property is not located within or adjacent to a Strategic Ecosystem, therefore, the development will have no impact upon any Strategic Ecosystem(s) identified within the ecological inventory report.

Map 2. Environmental Features



Regulated Plant & Animal Species

The subject property is not known to contain any species identified as endangered, threatened, or of special concern. The Florida Natural Areas Inventory (FNAI) has identified areas throughout the State of Florida which may contain good quality natural communities. This data layer is known as the Potential Natural Areas (PNA) data layer, and identifies privately owned lands that are not managed or listed for conservation purposes. These areas were delineated by FNAI scientific staff through interpretation of natural vegetation from 1988-1993 FDOT aerial photographs and from input received during Regional Ecological Workshops held for each regional planning council. These workshops were attended by experts familiar with natural areas in the region. Potential Natural Areas were assigned ranks of Priority 1 through Priority 5 based on size, perceived quality, and type of natural community present. The areas included in Priority 5 are exceptions to the above criteria. These areas were identified through the same process of aerial photographic interpretation and regional workshops as the PNA 1 through 4 ranked sites, but do not meet the standard criteria.

Evaluation: No species identified as endangered, threatened, or of special concern are known to exist on the subject property, and no areas of the site are located within a FNAI PNA priority area. While the FNAI PNA data layer provides an indicator of potential of lands to feature habitat which could support species identified as endangered, threatened, or of special

concern, this data is not intended for use in a regulatory decision making process. The data must be referenced only as a resource to indicate the potential of land to support wildlife.

Soil Survey

The hydrologic soil group is an indicator of potential soil limitations. The hydrologic soil group, as defined for each specific soil, refers to a group of soils which have been categorized according to their runoff-producing characteristics. These hydrologic groups are defined by the Soil Survey of Alachua County, Florida, dated August 1985. The chief consideration with respect to runoff potential is the capacity of each soil to permit infiltration (the slope and kind of plant cover are not considered, but are separate factors in predicting runoff.) There are four hydrologic groups: A, B, C, and D. "Group A" soils have a higher infiltration rate when thoroughly wet and therefore have a lower runoff potential. "Group D" soils have very lower infiltration rates and therefore a higher runoff potential.

There are two (2) soil types found within the development area:

Millhopper Fine Sand (0% – 5% slopes)
Hydrologic Soil Group: A
This soil type is moderately well drained and permeability is rapid at the surface. This soil type poses only slight limitations as sites for homes, local roads, and small commercial buildings.

Millhopper Sand (5% – 8% slopes)
Hydrologic Soil Group: A
This soil type is well drained and permeability is rapid at the surface. This soil type poses only slight limitations as sites for homes and small commercial buildings.

Evaluation: The soil types present on the subject property do not pose any significant limitations for development, therefore, there are no issues related to soil suitability.

Flood Potential

Panel 0120D of the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) Series, dated June 16, 2006 indicate that the development area is in Flood Zone X (areas determined to be outside of the 500-year floodplain).

Evaluation: Since the subject property is located in Flood Zone X (areas determined to be outside of the 500-year floodplain), there are no issues related to flood potential.

Karst-Sensitive Features

Karst sensitive areas include geologic features, such as fissures, sinkholes, underground streams, and caverns, and are generally the result of irregular limestone formations.

Evaluation: The subject property is located within an area designated by the Suwannee River Water Management District (SRWMD) High Aquifer Recharge Map (HARP) as an area with a

medium to high aquifer recharge potential. While the subject property is located within an area where sinkholes may potentially allow hydrologic access to the Floridan Aquifer System, best available data indicates that no sinkholes or other known geologic features located on the subject property which could indicate an increased potential for karst sensitivity.

Wellfield Protection Zones

Policy 7.2.1 of the Future Land Use Element of the City's Comprehensive Plan establishes a 500 foot radius area around each city-owned potable water well.

Evaluation: The subject property is not located within a City of Alachua wellhead protection zone as identified on the City of Alachua Wellfield Primary Protection Zones Map of the City's Comprehensive Plan, therefore, there are no issues related to wellfield protection.

Historic Structures/Markers and Historic Features

The subject property does not contain any historic structures as determined by the State of Florida and the Alachua County Historic Resources Inventory. Additionally, the subject property is not located within the City's Historic Overlay District, as established by Section 3.7 of the City's Land Development Regulations.

Evaluation: There are no issues related to historic structures or markers.

FINDINGS OF FACT: COMPLIANCE WITH LAND DEVELOPMENT REGULATIONS

Section 2.4.10(G)(5)(d) of the City's Land Development Regulations (LDRs) establishes the standards with which all final plats must be found to be compliant. The application has been reviewed for compliance with the standards of Section 2.4.10(G)(5)(d). An evaluation and findings of the application's compliance with the applicable standards of Section 2.4.10(F)(3) is provided below.

> 2.4.10(F)(3) *Minor Subdivision standards.* The final plat for subdivision shall be approved on a finding that the application complies with the standards in Article 7, Subdivision Standards, all other relevant provisions of these LDRs, and all other relevant City ordinances and regulations.

Analysis of Consistency with 2.4.10(F)(3): The application has been reviewed for compliance with the standards in Article 7, and all other relevant provisions of the City of Alachua Land Development Regulations (LDRs) and is found to be in compliance with those standards and provisions.

PUBLIC FACILITIES IMPACT

The proposed replat will not result in any additional utility demand or additional traffic. The intent of this replat is to adjust the front setback to address an existing encroachment. The replat will not result in an increase in density or residential units.

Section 10.2 of the City's LDRs defines a 'de minimis impact' as "*an impact of not more than ten average daily trips on the affected road from an existing parcel of record, contiguous commonly-held parcels, or a development proposal unless the impact exceeds the adopted level of service of a designated hurricane evacuation route*."

Since the proposed development will not result in any additional traffic, the development's impacts are considered de minimis.

EXHIBIT "A"

TO

REPLAT OF LOT 53, WYNDSWEPT HILLS
MINOR SUBDIVISION
STAFF REPORT

SUPPORTING APPLICATION MATERIALS SUBMITTED BY CITY STAFF TO THE PLANNING AND ZONING BOARD

City of Alachua

MIKE DAROZA
CITY MANAGER

PLANNING & COMMUNITY DEVELOPMENT
DIRECTOR KATHY WINBURN

June 21, 2023

Sent by electronic mail to sreyes@edafl.com

Sergio Reyes, P.E.
EDA Consultants, Inc.
720 SW 2nd Ave, South Tower
Suite 300
Gainesville, FL 32601

RE: Planning & Zoning Board (PZB) Public Hearing: Replat of Lot 53 of Wyndswept Hills

Dear Mr. Reyes:

On June 6, 2023, the City of Alachua received your revised application and materials for the replat of Lot 53 of Wyndswept Hills. Based upon a review of the revised application, the City has determined that the application can now be scheduled for a hearing before the Planning and Zoning Board (PZB).

You must provide two (2) *double-sided, three-hole punched, color sets* of the **complete** application package, seven (7) sets of the plat, and a digital copy of all materials in PDF format on a CD or by emailing a Cloud / FTP link to download the materials to planning@cityofalachua.com *no less than 10 business days prior to the PZB Meeting at which your application is scheduled to be heard.* The application has been scheduled for the **July 11, 2023** PZB Meeting, therefore, the above referenced materials must be submitted to the City no later than ***Tuesday, June 27, 2023.*** Materials may be submitted earlier than this date.

In addition, Section 2.2.9(D) of the Land Development Regulations requires the applicant to place posted notice signs on the subject property at least 14 days prior to the public hearing. Therefore, posted notice signs must be placed on the property no later than ***Tuesday, June 27, 2023***. Staff will contact notify you when the signs are available for pick up at City Hall.

If you plan to utilize a PowerPoint presentation or would like other materials to be available for reference during the public hearing, please submit the presentation or materials no later than 12:00 PM on the last business day prior the PZB meeting (no later than ***Monday, July 10, 2023***). Any presentation or materials may be submitted by emailing them to planning@cityofalachua.com.

Should you have any questions, please feel free to contact me at (386) 418-6100, x 1602 or via email at jtabor@cityofalachua.com.

Sincerely,

Justin Tabor, AICP
Principal Planner

c: Mike DaRoza, City Manager (*by electronic mail*)
Kathy Winburn, Planning & Community Development Director (*by electronic mail*)
Adam Hall, AICP, Principal Planner (*by electronic mail*)
Robert Hartley, Hartley Brothers *(by electronic mail)*
Project File

RE: Wyndswept Hills - Lot 53 Resubmtital

Troy Wright, PSM <troy.wright@jbpro.com>

Wed 6/14/2023 10:01 AM

To:Justin Tabor <ju_tabor@cityofalachua.org>;

Justin,

Understood. We are good to go then.

Thank you,

Troy Wright, PSM
VP, Director of Survey

o (352) 375-8999
c (352) 214-1295

JBPro

Our Locations
Gainesville (HQ)
St. Augustine
Tallahassee

Our Services
Civil Engineering
Surveying
Planning & GIS
Construction Services

From: Justin Tabor <ju_tabor@cityofalachua.org>
Sent: Wednesday, June 14, 2023 9:24 AM
To: Troy Wright, PSM <troy.wright@jbpro.com>
Subject: Re: Wyndswept Hills - Lot 53 Resubmtital

Troy,

This is the updated replat. The two items mentioned are application requirements. The City is agreeable to these being waived as in this instance the adjacent properties are platted and the owner will soon be changing (property owner is selling and this replat is intended to resolve the existing encroachment for the sale).

Thank you.

Sincerely,

Justin Tabor, AICP
Principal Planner
City of Alachua
15100 NW 142nd Terrace | PO Box 9

Alachua, Florida 32616
386.418.6100 x 1602 | fax: 386.418.6130
jtabor@cityofalachua.com

City Hall Hours of Operation
Monday - Thursday, 7:30 AM - 6:00 PM

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

From: Troy Wright, PSM <troy.wright@jbpro.com>
Sent: Tuesday, June 13, 2023 1:15:23 PM
To: Justin Tabor
Subject: RE: Wyndswept Hills - Lot 53 Resubmtital

Justin,

Did you send me the correct revised re-plat? The document sent does not have:

- the name and address of the subdivider
- Adjacent land acreage

These are the only outstanding comments.

Thank you,

Troy Wright, PSM
VP, Director of Survey

o (352) 375-8999
c (352) 214-1295

JBPro

Our Locations
Gainesville (HQ)
St. Augustine
Tallahassee

Our Services
Civil Engineering
Surveying
Planning & GIS
Construction Services

From: Justin Tabor <ju_tabor@cityofalachua.org>
Sent: Monday, June 12, 2023 12:34 PM
To: Troy Wright, PSM <troy.wright@jbpro.com>
Subject: Fw: Wyndswept Hills - Lot 53 Resubmtital

Troy,

EDA resubmitted the replat of Lot 53 of Wyndswept Hills. I have reviewed the revised replat and believe it addresses all comments. Please confirm your agreement and I'll have EDA print the mylar for your signature.

Thanks.

Sincerely,

Justin Tabor, AICP
Principal Planner
City of Alachua
15100 NW 142nd Terrace | PO Box 9

Alachua, Florida 32616
386.418.6100 x 1602 | fax: 386.418.6130
jtabor@cityofalachua.com

City Hall Hours of Operation
Monday - Thursday, 7:30 AM - 6:00 PM

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

From: Stephanie Sutton <ssutton@edafl.com>
Sent: Tuesday, June 6, 2023 11:34 AM
To: Adam Hall; Justin Tabor
Cc: Melissa Watson; Sergio Reyes
Subject: Wyndswept Hills - Lot 53 Resubmtital

Hello Adam and Justin,

I've attached our response letter and the revised replat document for this project. Please let us know if you need hard copies or the entire package electronically.

Thank you,

Stephanie

Stephanie Sutton

Director of Operations

ssutton@edafl.com

720 SW 2nd Avenue
South Tower, Suite 300
Gainesville, Florida 32601
(352) 373-3541

June 6, 2023

Justin Tabor, AICP
City of Alachua
Planning and Community Development

Re: Project Assistance Team (PAT) Summary: Replat of Lot 53 of Wyndswept Hills

Dear Mr. Tabor,
The applicant's responses to the Project Assistance Team (PAT) comments issued on 5/30/2023 are below.

1. **Miscellaneous**
   a. Surveyor's Note 8 on the plat references the Alachua County ULDC and thus is not applicable to this property. Revise accordingly.
   b. The Owner's Certification and Dedication includes language dedicating street right of way for use of the public, however, no new street right of way will be created by the plat. Revise accordingly.
   c. There is an acknowledgement block below the utility easement note that appears to be unnecessary.
   d. As the property is served by water and wastewater, the County Health Department is not required to sign the plat. Recommend removing signature block for the County Health Department
   RESPONSE:
   a) The note has been updated as requested for the City of Alachua
   b) References to the ROW dedication have been removed.
   c) Utility easement acknowledgement block has been removed.
   d) The Health Department signature block has been removed.

2. **Public Services / Fire Rescue / Surveying Review Comments**
   a. The applicant must address all comments provided by Troy Wright, PSM, of JBrown Professional Group, Inc. in a letter dated May 17, 2023.
   RESPONSE: Name and address of subdivider, date, vicinity map, 15' access easement, adjacent land acreage, subdivision name, and recording information have been added to the plat as requested.

City of Alachua

MIKE DAROZA
CITY MANAGER

PLANNING & COMMUNITY DEVELOPMENT
DIRECTOR KATHY WINBURN

May 30, 2023

Sent by electronic mail to sreyes@edafl.com

Sergio Reyes, P.E.
EDA Consultants, Inc.
720 SW 2nd Ave, South Tower
Suite 300
Gainesville, FL 32601

RE: Project Assistance Team (PAT) Summary: Replat of Lot 53 of Wyndswept Hills

Dear Mr. Reyes:

On April 27, 2023, the City of Alachua received your application for the replat of Lot 53 of Wyndswept Hills. The application proposes to adjust the front setback from 25 feet to 20 feet on the subject property located at 14881 NW 149th Road (Tax Parcel No. 03863-020-053).

The application has been reviewed by the City's Project Assistance Team (PAT). Upon review of the application and materials, the following insufficiencies must be addressed. A meeting to review these comments can be scheduled upon request.

Please address all insufficiencies in writing and provide an indication as to how they have been addressed by **5:00 PM** on **Thursday, June 8, 2023**. Materials may be submitted electronically to the project planner.

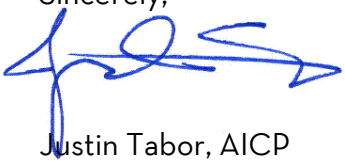
Please address the following:

1. *Miscellaneous*
   a. Surveyor's Note 8 on the plat references the Alachua County ULDC and thus is not applicable to this property. Revise accordingly.
   b. The Owner's Certification and Dedication includes language dedicating street right of way for use of the public, however, no new street right of way will be created by the plat. Revise accordingly.
   c. There is an acknowledgement block below the utility easement note that appears to be unnecessary.
   d. As the property is served by water and wastewater, the County Health Department is not required to sign the plat. Recommend removing signature block for the County Health Department.

2. *Public Services / Fire Rescue / Surveying Review Comments*
   a. The applicant must address all comments provided by Troy Wright, PSM, of JBrown Professional Group, Inc. in a letter dated May 17, 2023.

If you have any questions regarding the information above, please contact me at 386-418-6100 x 1602 or via e-mail at jtabor@cityofalachua.com. We look forward to receiving your revised application.

Sincerely,



Justin Tabor, AICP
Principal Planner

Attachments

c: Kathy Winburn, Planning & Community Development Director *(by electronic mail)*
Adam Hall, AICP, Principal Planner *(by electronic mail)*
Robert Hartley, Hartley Brothers *(by electronic mail)*
Project File

Gainesville (HQ)
St. Augustine
Tallahassee

(844) Go-JBPro
contact@jbpro.com
3530 NW 43rd Street
Gainesville, FL 32606

May 17, 2023

Justin Tabor, AICP
Principal Planner
City of Alachua
15100 NW 142nd Terrace | PO Box 9
Alachua, Florida 32616]

RE: Request for Review - Replat of Lot 53 of Wyndswept Hills

Dear Mr. Tabor,

JBPro is pleased to provide the following comments for the Replat of Lot 53 of Wyndswept Hills.

1.
    a. No Comment
    b. No Comment
    c. No Comment
    d. Missing name and address of subdivider
    e. No date on replat drawing
    f. Missing vicinity map
    g. No comment
    h. No comment
    i. Missing adjacent land acreage, subdivision name, and recording information
    j. No Comment
    k. No Comment
    l. No Comment
    m. No Comment
    n. Add 15' access easement
    o. No Comment
    p. No Comment
    q. No Comment
    r. No Comment
    s. No Comment
    t. No Comment
    u. No Comment
    v. No Comment

If you have questions or require additional information, please contact either myself or Richard White. Thank you for your assistance.

Sincerely,

Troy Wright, PSM
Director of Survey, JBPro

City of Alachua

MIKE DAROZA
CITY MANAGER

PLANNING & COMMUNITY DEVELOPMENT
DIRECTOR KATHY WINBURN, AICP

May 2, 2023

Sent by electronic mail to csweger@edafl.com

Sergio Reyes, P.E.
EDA Consultants, Inc.
720 SW 2nd Ave, South Tower
Suite 300
Gainesville, FL 32601

RE: Completeness Review: Replat of Lot 53 of Wyndswept Hills

Dear Mr. Reyes:

On April 27, 2023 the City of Alachua received your application for the replat of Lot 53 of Wyndswept Hills. The application proposes to adjust the front setback from 25 feet to 20 feet on the subject property located at 14881 NW 149th Road (Tax Parcel No. 03863-020-053).

According to Section 2.2.6 of the Land Development Regulations (LDRs), upon receipt of an application, a completeness review shall be conducted to determine that the application contains all the necessary information and materials, is in proper form and of sufficient detail, and is accompanied by the appropriate fee. The Planning Department has reviewed the aforementioned application for completeness and finds that the application is complete.

An in-depth review of the content of the application will be performed, and the findings of the in-depth review will be discussed at a Project Assistance Team (PAT) Meeting, which will be sent under separate cover.

If you have any questions, please contact me at 386-418-6100 x 1602 or via e-mail at jtabor@cityofalachua.com.

Sincerely,

Justin Tabor, AICP
Principal Planner

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

April 27, 2023

City of Alachua
Planning and Community Development Department
PO Box 9
Alachua, FL 32616

Re: Bonner Replat – Wyndswept Hills Lot 53
Single Lot Replat/Minor Subdivision Application

Dear Planning staff:

The proposed project is a single lot replat / minor subdivision application to adjust the front setback on a residential lot with an existing home. The project is located at 14881 NW 149th Road, Alachua, FL on Tax Parcel No. 03863-020-053. The project site is approximately 0.30 (+/-) acres and contains an existing Single Family Residential home.

Included with this letter is all supporting information required for a Minor Subdivision application.

If you have any questions, please feel free to contact our office at any time.

Sincerely,

Sergio Reyes, PE
President

HOLDEN, ROSCOW & CAEDINGTON, PL
ATTORNEYS AT LAW

JESSE CAEDINGTON
jesse@gnv-law.com
TARA R. LANGFORD
tara@gnv-law.com

5608 NORTHWEST 43RD STREET
GAINESVILLE, FLORIDA 32653
TELEPHONE 352.373.7788 / 352.377.5900
FACSIMILE 352.373.1114
www.gnv-law.com

CHARLES I. HOLDEN, JR.
charles@gnv-law.com
JOHN F. ROSCOW, IV
john@gnv-law.com

August 16, 2023

City of Alachua
Attn: Justin Tabor
15100 NW 142nd Terrace
Alachua, FL 32615

RE: Proposed Re-Plat – Lot 53 , Wyndswept Hills
14881 NW 149th Road, Alachua, FL 32615

Dear Mr. Tabor,

Pursuant to the proposed re-platting of the above referenced real property, please be advised that record title to the lands, which are the subject hereof, is vested in Anna C. Diekemper and Anthony Meyer, by virtue of the certain warranty deed recorded in Official Records Book 5099, page 447 of the public records of Alachua County, Florida. A copy of the deed is attached.

The subject property is encumbered by that certain mortgage in favor of FBC Mortgage LLC dated June 12, 2023, and recorded June 16, 2023 in Official Records Book 5099, page 449 of the public records of Alachua County, Florida. A copy of the mortgage is attached.

Said mortgage is now serviced by Campus USA Credit Union. The MERS registration number is 100451-0000800926-0.

The subject property is currently described as follows:

Lot 53, Wyndswept Hills, according to the map or plat thereof as recorded in Plat Book 26, Page 75, Public Records of Alachua County, Florida.

The subject property is subject to the following:

1. All matters contained on the Plat of Wyndswept Hills, as recorded in Plat Book 26, Page 75, Affidavit recorded in O.R. Book 3280, Page 1457, Public Records of Alachua County, Florida.
2. Covenants, conditions and restrictions recorded January 13, 2006 in O.R. Book 3296, Page 1076, Public Records of Alachua County, Florida, which contain provisions creating easements and/or assessments.

3. General Assignment of Electric Utility Easements from Clay Electric Cooperative, Inc. to the City of Alachua recorded in O.R. Book 2056, Page 1873; Reassignment of Electric Utility Easements from the City of Alachua to Clay Electric Cooperative, Inc. recorded in O.R. Book 2068, Page 2303, Public Records of Alachua County, Florida.

4. Terms and conditions of the Sanitary Sewer, Storm Sewer and Access Easement Agreement recorded in O.R. Book 3253, Page 610, Public Records of Alachua County, Florida.

A copy of the plat and other instruments are enclosed.

Taxes for the year 2022 for the subject property (parcel number 03863-020-053) were paid November 28, 2022, in the amount of $6573.74. Taxes for 2023 shall become due and payable November 1, 2023. A copy of the 2022 tax bill is also enclosed.

Sincerely,

John F. Roscow IV

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 3498699 2 PG(S)
June 16, 2023 1:53:09 PM
Book 5099 Page 447
J.K. JESS IRBY ESQ. Clerk Of Court
ALACHUA COUNTY, Florida
Doc Stamp-Deed: $3,815.00

Prepared by and return to:
JOHN F. ROSCOW, IV
Attorney at Law
HOLDEN, ROSCOW & CAEDINGTON, PL
5608 Northwest 43rd Street
Gainesville, FL 32653
352-373-7788
File Number: **22-0969LF**
Will Call No.:

$18.50
3815.00

$545,100

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 12th day of June, 2023 between **NANCY W. BONNER, an unmarried woman** whose post office address is **2048 Garden Terrace Circle, Marvin, NC 28173**, grantor, and **ANNA C. DIEKEMPER, a single woman and ANTHONY MEYER, a single man, as joint tenants with right of survivorship,** whose post office address is **14881 NW 149th Road, Alachua, FL 32615**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Alachua County, Florida** to-wit:

Lot 53, Wyndswept Hills, according to the map or plat thereof as recorded in Plat Book 26, Page 75, Public Records of Alachua County, Florida.

Parcel Identification Number: 03863-020-053

Subject to easements and restrictions of record.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2022**.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

#1 Witness Name: Devra Sitterud

#2 Witness Name: PATRICIA S CAMPBELL

Nancy W. Bonner (Seal)
NANCY W. BONNER

State of North Carolina
County of Mecklenburg

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 9th day of June, 2023 by NANCY W. BONNER, an unmarried woman, who [ ] is personally known or [X] has produced a driver's license as identification.

[Notary Seal]

CARLINE SITTERUD NOTARY PUBLIC UNION COUNTY, NC MY COMMISSION EXPIRES 05/30/2027

Notary Public

Printed Name: Carline Sitterud

My Commission Expires: 5.30.2027

DoubleTime®

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 3496500 17 PG(S)
June 16, 2023 1:53:09 PM
Book 5099 Page 449
J.K. JESS IRBY, ESQ. Clerk Of Court
ALACHUA COUNTY, Florida
Doc Stamp-Mort: $1,907.50
Intang. Tax: $1,080.00

When recorded, return to:
FBC Mortgage, LLC
Mail stop code: DP4544
C/O DocProbe
1133 Ocean Avenue
Lakewood, NJ 08701
407-872-3383

This document was prepared by:
FBC Mortgage, LLC
189 S. Orange Avenue, Suite 970
Orlando, FL 32801
877-420-4539

146.00
1907.50
1080.00

Title Order No.: 22-0969LF
Escrow No.: 22-0969LF
LOAN #: 1115237556

[Space Above This Line for Recording Data]

MORTGAGE

MIN 1004591-0000800926-0
MERS PHONE #: 1-888-679-6377

DEFINITIONS
Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.
(A) "Security Instrument" means this document, which is dated June 12, 2023, together with all Riders to this document.
(B) "Borrower" is ANNA DIEKEMPER, A SINGLE WOMAN, AND ANTHONY MEYER, A SINGLE MAN.

Borrower is the mortgagor under this Security Instrument.
(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
(D) "Lender" is FBC Mortgage, LLC.

Lender is a Limited Liability Company, organized and existing under the laws of Florida.
Lender's address is 189 S. Orange Avenue, Suite 970, Orlando , FL 32801.

(E) "Note" means the promissory note signed by Borrower and dated June 12, 2023. The Note states that Borrower owes Lender FIVE HUNDRED FORTY FIVE THOUSAND AND NO/100********** Dollars (U.S. $545,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than July 1, 2053.

(F) **"Property"** means the property that is described below under the heading "Transfer of Rights in the Property."
(G) **"Loan"** means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
(H) **"Riders"** means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

☒ Adjustable Rate Rider	☐ Condominium Rider	☐ Second Home Rider
☐ Balloon Rider	☒ Planned Unit Development Rider	☐ V.A. Rider
☐ 1-4 Family Rider	☐ Biweekly Payment Rider	
☐ Other(s) [specify]		

(I) **"Applicable Law"** means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
(J) **"Community Association Dues, Fees, and Assessments"** means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
(K) **"Electronic Funds Transfer"** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
(L) **"Escrow Items"** means those items that are described in Section 3.
(M) **"Miscellaneous Proceeds"** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
(N) **"Mortgage Insurance"** means insurance protecting Lender against the nonpayment of, or default on, the Loan.
(O) **"Periodic Payment"** means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
(P) **"RESPA"** means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
(Q) **"Successor in Interest of Borrower"** means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in the **County** of **Alachua**

[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A".

which currently has the address of **14881 NW 149th Rd, Alachua,**

Florida **32615** ("Property Address"):

[Zip Code] [Street] [City]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security

Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay

to Lender any such amount. Lender may revoke the waiver as to any or all Escrow items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds,

whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance

coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has—if any—with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either

to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Attorneys' Fees. As used in this Security Instrument and the Note, attorneys' fees shall include those awarded by an appellate court and any attorneys' fees incurred in a bankruptcy proceeding.

25. Jury Trial Waiver. The Borrower hereby waives any right to a trial by jury in any action, proceeding, claim, or counterclaim, whether in contract or tort, at law or in equity, arising out of or in any way related to this Security Instrument or the Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

ANNA DIEKEMPER
2225 Hawkins St. Unit # 226
Charlotte, NC 28203

6-12-2023 (Seal)
DATE

ANTHONY MEYER
2225 Hawkins St. Unit # 226
Charlotte, NC 28203

6/12/2023 (Seal)
DATE

Witnesses:
Signed, sealed and delivered in the presence of:

#1 Wendy D Collins

Wendy D Collins
Printed Name

#2 David D Collins

David D Collins
Printed Name

State of NORTH CAROLINA **County of** Mecklenburg

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 12th day of JUNE, 2023 by ANNA DIEKEMPER AND ANTHONY MEYER, who is/are personally known to me or who has/have produced drivers license(s) **as identification.**
* unmarried

DAVID O. COLLINS NOTARY PUBLIC UNION COUNTY, NC My Comm. Exp. 07/13/2025

David D Collins
Signature

David D Collins
Printed Name

notary
Title or Rank

20201980019 9
Serial Number, if any

Lender: FBC Mortgage, LLC
NMLS ID: 152859
Loan Originator: Jennifer Leigh Todd
NMLS ID: 1829263

LOAN #: 1115237556
MIN: 1004591-0000800926-0

ADJUSTABLE RATE RIDER
(1 Year Treasury Index – Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 12th day of June, 2023 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to FBC Mortgage, LLC, a Limited Liability Company

(the "Lender") of the same date and covering the property described in the Security Instrument and located at: 14881 NW 149th Rd, Alachua, FL 32615.

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MINIMUM AND MAXIMUM RATES THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 6.125 %. The Note provides for changes in the interest rate and the monthly payments as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the 1st day of July, 2030 and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index that is calculated and provided to the general public by an administrator (the "Administrator"). The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of one year, as made available by the Board of Governors of the Federal Reserve System. The most recent Index value available as of the date 45 days before each Change Date is called the "Current Index," provided that if the Current

Index is less than zero, then the Current Index will be deemed to be zero for purposes of calculating my interest rate.

If the Index is no longer available, it will be replaced in accordance with Section 4(G) below.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding **ONE AND ONE-FOURTH** percentage points (**1.250 %**) (the "Margin") to the Current Index. The Margin may change if the Index is replaced by the Note Holder in accordance with Section 4(G)(2) below. The Note Holder will then round the result of the Margin plus the Current Index to the nearest **ONE-EIGHTH OF ONE** percentage point (**0.125 %**). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than **11.125 %** or less than **6.125 %.** Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than **TWO** percentage point(s) (**2.000 %**) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than **11.125 %. My interest rate will never be less than the start rate or 6.125 %.**

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

(G) Replacement Index and Replacement Margin

The Index is deemed to be no longer available and will be replaced if any of the following events (each, a "Replacement Event") occur: (i) the Administrator has permanently or indefinitely stopped providing the Index to the general public; or (ii) the Administrator or its regulator issues an official public statement that the Index is no longer reliable or representative.

If a Replacement Event occurs, the Note Holder will select a new index (the "Replacement Index") and may also select a new margin (the "Replacement Margin"), as follows:

(1) If a replacement index has been selected or recommended for use in consumer products, including residential adjustable-rate mortgages, by the Board of Governors of the Federal Reserve System, the Federal Reserve Bank of New York, or a committee endorsed or convened by the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York at the time of a Replacement Event, the Note Holder will select that index as the Replacement Index.

(2) If a replacement Index has not been selected or recommended for use in consumer products under Section (G)(1) at the time of a Replacement Event, the Note Holder will make a reasonable, good faith effort to select a Replacement Index and a Replacement Margin that, when added together, the Note Holder reasonably expects will minimize any change in the cost of the loan, taking into account the historical performance of the Index and the Replacement Index.

The Replacement Index and Replacement Margin, if any, will be operative immediately upon a Replacement Event and will be used to determine my interest rate and monthly payments on Change Dates that are more than 45 days after a Replacement Event. The Index and Margin could be replaced more than once during the term of my Note, but only if another Replacement Event occurs. After a Replacement Event, all references to the "Index" and "Margin" will be deemed to be references to the "Replacement Index" and "Replacement Margin."

The Note Holder will also give me notice of my Replacement Index and Replacement Margin, if any, and such other information required by applicable law and regulation.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Section 18 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

LOAN #: 1115237556

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

ANNA DIEKEMPER — DATE: 6-12-2023 (Seal)

ANTHONY MEYER — DATE: 6/12/2023 (Seal)

LOAN #: 1115237556
MIN: 1004691-0000800926-0

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 12th day of June, 2023 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to FBC Mortgage, LLC, a Limited Liability Company

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 14881 NW 149th Rd, Alachua, FL 32615.

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in COVENANTS, CONDITIONS AND RESTRICTIONS

(the "Declaration"). The Property is a part of a planned unit development known as Wyndswept Hills

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to ensure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this PUD Rider.

ANNA DIEKEMPER — 6-12-2023 (Seal) DATE

ANTHONY MEYER — 6/12/2023 (Seal) DATE

Exhibit A

Lot 53, Wyndswept Hills, according to the map or plat thereof as recorded in Plat Book 26, Page 75, Public Records of Alachua County, Florida.

Parcel Identification Number: 03863-020-053

MERS® ServicerID

1 Record Matched Your Search

MIN: 1004591-0000800926-0 Note Date: 06/12/2023 MIN Status: Active
Servicer: Campus USA Credit Union Phone: (352) 335-9090
Newberry, FL
If you are a borrower on this loan, you can click here to enter additional information and display the Investor name.

Return to Search

For more information about Mortgage Electronic Registration Systems, Inc. (MERS) please go to www.mersinc.org

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John Power | TAX COLLECTOR
Serving Alachua County

2022 PAID REAL ESTATE 14958
NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

ACCOUNT NUMBER	PROPERTY ADDRESS	MILLAGE CODE
03863 020 053	14881 NW 149TH RD	1700

BONNER NANCY W
14884 NW 149TH RD
ALACHUA, FL 32615

EXEMPTIONS:
HOMESTEAD,
HOMESTEAD ADD'L 25K,
WIDOWS

SCAN TO PAY ONLINE

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION(S)	TAXABLE VALUE	TAXES LEVIED
COUNTY GENERAL	7.7662	330,439	50,500	279,939	2,174.06
LIBRARY GENERAL	1.0565	330,439	50,500	279,939	295.76
SCHOOL CAP PROJECT	1.5000	330,439	25,500	304,939	457.41
SCHOOL DISCRNRY & CN	0.7480	330,439	25,500	304,939	228.09
SCHOOL GENERAL	3.2500	330,439	25,500	304,939	991.05
SCHOOL VOTED	1.0000	330,439	25,500	304,939	304.94
CHILDREN'S TRUST	0.4612	330,439	50,500	279,939	129.11
SUWANNEE RIVER WATER MGT DIST	0.3368	330,439	50,500	279,939	94.28
CITY OF ALACHUA	5.3900	330,439	50,500	279,939	1,508.87
TOTAL MILLAGE	21.5087			AD VALOREM TAXES	$6,183.57

LEGAL DESCRIPTION

WYNDSWEPT HILLS PB 26 PG 75 LOT 53
OR 4791/0377

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	UNIT	RATE	AMOUNT
550 COUNTY FIRE SERVICES	1.000	Varies	664.08
NON-AD VALOREM ASSESSMENTS			$664.08

PAY ONLY ONE AMOUNT.

COMBINED TAXES AND ASSESSMENTS	$6,847.65

IF PAID BY	Nov 30, 2022				
PLEASE PAY	$0.00				

Please Retain this Portion for your Records. Receipt Available Online.

JOHN POWER, CFC
ALACHUA COUNTY TAX COLLECTOR

2022 PAID REAL ESTATE 14958
NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS
PLEASE PAY IN U.S. FUNDS TO JOHN POWER, TAX COLLECTOR • P.O. Box 44310 • Jacksonville, FL 32231-4310

ACCOUNT NUMBER	PROPERTY ADDRESS
03863 020 053	14881 NW 149TH RD

BONNER NANCY W
14884 NW 149TH RD
ALACHUA, FL 32615

PAY ONLY ONE AMOUNT

IF PAID BY	PLEASE PAY
☐ Nov 30, 2022	$0.00
☐	
☐	
☐	
☐	

WANT TO RECEIVE YOUR BILL ELECTRONICALLY NEXT YEAR? VISIT www.AlachuaCollector.com AND SIGN UP FOR E-BILLS!

Receipt # 22-0037083 $6,573.74 Paid 11/28/2022

SCALE: 1" = 10'

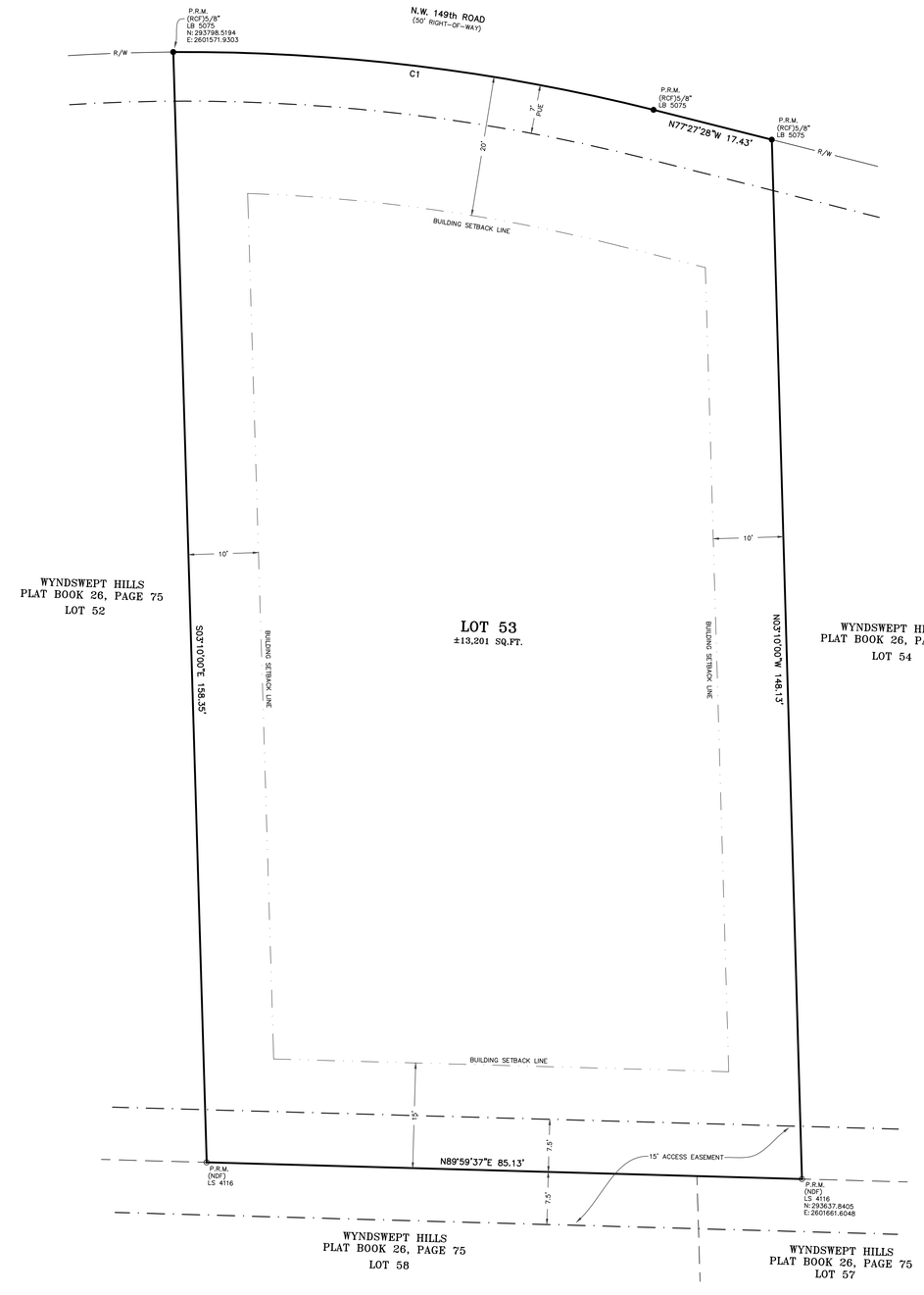
DEREN LAND SURVEYING
"ACCURACY COUNTS - KNOW YOUR BOUNDARIES"

BONNER REPLAT

A REPLAT OF LOT 53 OF "WYNDSWEPT HILLS"

LYING IN THE WILLIAM GARVIN GRANT, TOWNSHIP 08 SOUTH, RANGE 18 EAST
CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA

PLAT BOOK _____ PAGE _____
SHEET 1 OF 1



LAND DESCRIPTION: (TITLE OPINION BY HOLDEN, ROSCOW & CAEDINGTON, PL; DATED JUNE 27, 2023)

LOT 53, WYNDSWEPT HILLS, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 26, PAGE 75, PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

LEGEND:

R/W	RIGHT-OF-WAY
N:	NORTHING
E:	EASTING
PUE	PUBLIC UTILITIES EASEMENT
P.R.M.	PERMANENT REFERENCE MONUMENT
⊙	(NDF) NAIL AND DISK FOUND
●	(RCF) REBAR AND CAP FOUND

SURVEYOR'S NOTES:

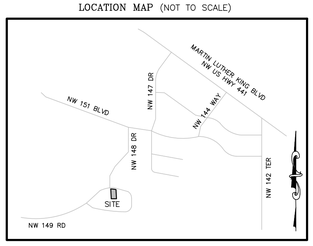
1. BEARINGS SHOWN HEREON ARE BASED ON A RECORD CALL OF SOUTH 03°10'00" EAST FOR THE WEST LINE OF LOT 53 OF "WYNDSWEPT HILLS" ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 26, PAGE(S) 75-78 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.
2. HORIZONTAL DATUM BASED ON NORTH AMERICAN DATUM OF 1983, NORTH ZONE, U.S. FOOT AS ESTABLISHED BY TRIMBLE "VRS NOW" GPS SURVEY NETWORK.
3. THE PURPOSE OF THIS REPLAT IS TO MODIFY THE EXISTING NORTH SETBACK LINES.
4. THE ERROR OF CLOSURE OF THIS PLAT DOES NOT EXCEED 1':10,000'.
5. THIS SURVEY COMPLIES WITH THE FLORIDA STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 FLORIDA STATUTES.
6. IT IS THE OPINION OF THIS LAND SURVEYOR BASED ON AN INTERPRETATION OF F.I.R.M. MAP NUMBER "12001C0120D" THAT THIS PROPERTY IS LOCATED IN FLOOD ZONE "X", (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN), MAP EFFECTIVE DATE JUNE 16, 2006.
7. BOUNDARY SURVEY WAS COMPLETED ON FEBRUARY 2nd, 2023.

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	TANGENT	CHORD BEARING AND DISTANCE
C1	69.16'	275.00'	14°24'34"	34.76'	N84°39'45"W 68.98'

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 THIS COUNTY.

ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION. FLORIDA STATUTE 177.091 (28).

LOCATION MAP (NOT TO SCALE)



OWNERS CERTIFICATION AND DEDICATION

ANTHONY MEYER AND ANNA C. DIEKEMPER DO HEREBY CERTIFY THAT AS THE OWNERS OF THE LANDS DESCRIBED HEREON, AND HAS CAUSED SAID LANDS TO BE SURVEYED AND PLATTED TO BE KNOWN AS "BONNER REPLAT"; AND DOES HEREBY DEDICATE TO THE PUBLIC FOREVER UTILITIES EASEMENTS AS SHOWN HEREON FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES.

_____ _____
OWNER: DATE

_____ _____
WITNESS: DATE

_____ _____
WITNESS: DATE

ACKNOWLEDGEMENT

STATE OF FLORIDA
CITY OF ALACHUA

I HEREBY CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, _____, KNOWN TO ME TO BE THE PERSON HEREIN DESCRIBED AND ACKNOWLEDGED THAT THIS INSTRUMENT WAS EXECUTED AS A FREE ACT AND DEED.

WITNESS MY HAND & OFFICIAL SEAL THIS _____ DAY OF _____, A.D. 2023.

_____ NOTARY SEAL:
NOTARY PUBLIC – STATE OF FLORIDA

CERTIFICATION AND APPROVAL FOR THE CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA

WE, THE UNDERSIGNED DO HEREBY CERTIFY THAT THIS PLAT CONFORMS TO THE REQUIREMENTS OF THE CITY OF ALACHUA'S ORDINANCES AND REGULATIONS AS FOLLOWS:

CITY COMMISSION: _____ _____
MAYOR DATE

ATTEST: _____ _____
CITY MANAGER DATE

FORM AND LEGALITY: _____ _____
CITY ATTORNEY DATE

RECEIVED AND FILED FOR RECORD ON THIS _____ DAY OF _____, A.D. 2023.

_____ _____
CLERK OF THE COURT DATE

_____ _____
DEPUTY CLERK DATE

MORTGAGE APPROVAL

I, _____ CAMPUS USA CREDIT UNION _____, HOLDER OF THAT CERTAIN MORTGAGE RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA DO HEREBY CONSENT TO THIS PLAT AND JOIN IN THE CERTIFICATION SHOWN HEREON.

_____ _____
WITNESS DATE

_____ _____
WITNESS DATE

_____ _____
MORTGAGE HOLDER DATE

REVIEWING SURVEYORS CERTIFICATE OF APPROVAL:

IT IS HEREBY CERTIFIED, THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY WITH THE PLATTING REQUIREMENTS PURSUANT TO SECTION 177, PART 1, FLORIDA STATUTES AND THAT THIS PLAT COMPLIES WITH THE TECHNICAL REQUIREMENTS OF SAID CHAPTER, ALSO THAT THIS PLAT CONFORMS TO THE REQUIREMENTS OF THE CITY OF ALACHUA ORDINANCES AND REGULATIONS. HOWEVER MY REVIEW AND CERTIFICATION DOES NOT INCLUDE COMPUTATION OR FIELD VERIFICATION OF ANY POINTS OR MEASUREMENTS.

_____ _____
SURVEYOR DATE

CERTIFICATE OF SURVEYOR

I DO HEREBY CERTIFY THAT THIS REPLAT ENTITLED "BONNER REPLAT" IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY PERFORMED OF THE DESCRIBED LANDS, UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND THIS PLAT AND SURVEY COMPLIES WITH ALL REQUIREMENTS AS SET FORTH IN CHAPTER 177, PART I OF THE FLORIDA STATUTES.

_____ _____
DAVID M. DEREN P.S.M. DATE
FLORIDA CERTIFICATE NO. 6946
DEREN LAND SURVEYING, LLC.
4605 NW 6TH ST., UNIT H, GAINESVILLE FL. 32609

DEREN LAND SURVEYING

DAVID M. DEREN P.S.M.
4605 N.W. 6TH STREET, SUITE H
GAINESVILLE, FLORIDA 32609

PHONE: (352) 331-0010
PHONE: (352) 336-3363
FAX: (352) 336-1084
DERENLANDSURVEYING.COM

SCALE: 1" = 10'

BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

City of ALACHUA

THE GOOD LIFE COMMUNITY

FOR OFFICE USE ONLY
Case #: _____
Application Fee: $_____
Filing Date: _____
Completeness Date: _____
Review Type: P&Z; CC

Minor Subdivision Application

Reference City of Alachua Land Development Regulations (LDRs) Section 2.4.10

A. PROJECT

1. Project Name: Diekemper & Myer Replat - Wyndswept Hills Lot 53
2. Pre-Application Conference Date: 3/28/23
3. Phase/Unit Number (if applicable): _____
4. Address of Subject Property: 14881 NW 149th Road, Alachua, FL
5. Parcel ID Number(s): 03863-020-053
6. Existing Use of Property: single family residential
7. Future Land Use Map Designation: Moderate Density Residential
8. Zoning Designation: RSF-3
9. Acreage: 0.30

B. APPLICANT

1. Applicant's Status ☐ Owner (title holder) ■ Agent
2. Name of Applicant(s) or Contact Person(s): Sergio Reyes Title: President
   Company (if applicable): eda consultants, inc.
   Mailing address: 720 SW 2nd Avenue, Suite 300, South Tower
   City: Gainesville State: FL ZIP: 32601
   Telephone: 352-373-3541 FAX: _____ e-mail: sreyes@edafl.com
3. If the applicant is agent for the property owner*:
   Name of Owner (title holder): Anna C. Diekemper & Anthony Meyer
   Mailing Address: 14881 NW 149th Road
   City: Alachua State: FL ZIP: 32615

   ** Must provide executed Authorized Agent Affidavit or other acceptable documentation (as deemed acceptable by the City in its sole discretion) which authorizes the agent to act on behalf of the property owner.*

C. ADDITIONAL INFORMATION

1. Is there any additional contact for sale of, or options to purchase, the subject property? ☐ Yes ■ No
   If yes, list names of all parties involved: _____

D. ATTACHMENTS

1. Plat, to include the following information and be prepared in accordance with the following criteria:
   a. Sheet Size: 24" X 36" with 3" left margin and ½" top, bottom, and right margins.
   b. Graphic scale, not to exceed one (1) inch equal to 50 feet.

c. Name of subdivision shall be shown in bold legible letters, as required by Chapter 177, Florida Statutes. The name of the subdivision shall be shown on each sheet included and shall have legible lettering of the same size and type including the words "section," "unit," "replat," "amended," etc.
d. Name and address of subdivider.
e. North arrow, graphic scale, and date of plat drawing.
f. Vicinity map showing location with respect to existing streets, landmarks, etc., and acreage of the subdivision. The vicinity map shall be drawn to show clearly the required information, but shall not less than one (1) inch to 2,000 feet.
g. Exact boundary line of the property, determined by a boundary survey, giving distances to the nearest one-hundredth foot and angles to the nearest minute, shall be balanced and closed with an apparent error of closure not to exceed one in 5,000. Survey shall be signed and sealed by the surveyor, and shall be no older than two (2) years.
h. Legal description of the property to be subdivided.
i. Acreage of adjacent land. If adjacent land is within a subdivision, identify the subdivision name, and recording information.
j. Location of streams, lakes, wetlands, and required buffers from such areas, and location of land designated as a special flood hazard area on FEMA FIRM panels.
k. Bearing and distance to permanent control points on the nearest existing street lines of bench marks or other permanent reference monuments [not less than three (3)].
l. When the City corporate limits traverse, are adjacent to, or are within 500 feet of the property, the boundary shall be accurately tied to the boundary lines of the subdivision by distance and angles.
m. The closest lot corner shall be accurately tied to the boundary lines of the subdivision by distance and angles.
n. Location, dimensions, and purpose of any land reserved or dedicated for public or common use.
o. Exact locations, width, and names of all streets within and adjacent to the subdivision.
p. Street right-of-way lines must show deflection angles of intersection, radii, and lines of tangents.
q. Lot lines, dimensions, and bearings must be shown to the nearest one hundredth (1/100) foot.
r. Lots must be numbered in numerical order.
s. Location and description of required permanent reference monuments and markers.
t. Building setback lines.
u. Covenants and restrictions notice in accordance with Chapter 177.091(28), Florida Statutes.
v. If the property is encumbered by a mortgage, the owner of the mortgage shall join in the dedication or in some other manner subordinate the mortgagee's interest to the dedication of public right-of-way.

2. Title certification as required by Chapter 177.041, Florida Statutes.

3. Proposed covenants and restrictions, if any. If the subdivision shall be subject to existing covenants and restrictions, an amendment to such covenants and restrictions shall be provided.

4. Concurrency Impact Analysis showing the impact on public facilities, including potable water, sanitary sewer, transportation, solid waste, recreation (for residential development), stormwater, and public schools (for residential development) in accordance with Section 2.4.14 of the LDRs.

5. Analysis of Consistency with the City of Alachua Comprehensive Plan (analysis must identify specific Goals, Objectives, and Policies and describe in detail how the application complies with the noted Goal, Objective, or Policy).

6. Legal description with tax parcel number: (1) on 8.5" x 11" paper; and (2) electronic file in Word format.

7. For residential subdivisions, City of Alachua Public School Student Generation Form.

8. Two (2) sets of mailing labels for all property owners within 400 feet of the subject property boundaries – even if property within 400 feet falls outside of City limits (obtain from the Alachua County Property Appraiser's web site) – and all persons/organizations registered to receive notice of development applications (current list may be obtained from the Planning & Community Development Department).

9. Proof of ownership (i.e., copy of deed).

10. Proof of payment of taxes.

11. Environmental Resource Permit (or Letter of Exemption) from the Suwannee River Water Management District (SRWMD) or Self-Certification for a Stormwater Management System in Uplands Serving Less than 10 Acres of Total Project Area and Less than 2 Acres of Impervious Surfaces from the Florida Department of Environmental Protection pursuant to Section 403.814(12), Florida Statutes.

12. If access is from a County Road, access management permit from Alachua County Public Works.

13. If access is from a State Road, access management permit from Florida Department of Transportation.

14. **Fee.** Please see fee schedule for fee determination. No application shall be accepted for processing until the required application fee is paid in full by the applicant. Any costs associated with outside professional consulting services deemed necessary by the City in its sole discretion will be billed to the applicant at the rate of the consultant. The invoice for such services shall be paid in full prior to any public hearings on the application.

All 14 attachments are required for a complete application. A completeness review of the application will be conducted within five (5) business days of receipt. If the application is determined to be incomplete, the application will be returned to the applicant.

Under penalty of perjury, I/we certify and acknowledge that the information contained herein is true and correct to the best of my/our knowledge.

Signature of Applicant

Sergio Reyes, P.E. President

Typed or printed name *and title* of applicant

Signature of Co-applicant

Typed or printed name *and title* of co-applicant

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this day of July 5, 2023, by Sergio Reyes who executed the same and has _____ produced _____ as identification or ☒ is personally known to me.

Signature of Notary

Print Name: Heather A. Hartman
Notary Public, State of Florida

My Commission Expires: Oct. 10, 2026

Heather A. Hartman
Comm.: # HH 320137
Expires: October 10, 2026
Notary Public - State of Florida

City of ALACHUA

THE GOOD LIFE COMMUNITY

Authorized Agent Affidavit

A. PROPERTY INFORMATION

Address of Subject Property: 14881 NW 149th Road, Alachua, FL

Parcel ID Number(s): 03863-020-053

Acreage: 0.30 +/-

B. PERSON PROVIDING AGENT AUTHORIZATION

Name: AnnA C. Diekemper and Anthony Meyer Title:

Company (if applicable):

Mailing Address: 14881 NW 149th Road

City: Alachua State: FL ZIP: 32615

Telephone: FAX: e-mail:

C. AUTHORIZED AGENT

Name: Sergio Reyes Title: President

Company (if applicable): eda consultants, Inc.

Mailing address: 720 SW 2nd Ave, South Tower, Suite 300

City: Gainesville State: FL ZIP: 32601

Telephone: 352-373-3541 FAX: 352-373-7249 e-mail: sreyes@edafl.com

D. REQUESTED ACTION:

Minor Subdivision - Single Lot Replat

I hereby certify that I am the property owner of record, or I have received authorization from the property owner of record to file an application for a development permit related to the property identified above. I authorize the agent listed above to act on my behalf for purposes of this application.

Anna C. Diekemper

Signature of Applicant

ANNA C. DIEKEMPER

Anna C. Diekemper

Typed or printed name and title of applicant

Anthony Meyer

Signature of Co-applicant

ANTHONY MEYER

Anthony Meyer

Typed or printed name of co-applicant

State of FLORIDA County of ALACHUA

The foregoing application is acknowledged before me this 5th day of July, 2023, by ANNA C. DIEKEMPER and ANTHONY MEYER, who is/are personally known to me, or who has/have produced drivers license(s) as identification.

Signature of Notary Public, State of FL

STATE OF FLORIDA COMMISSION NUMBER HH 316506 MY COMMISSION EXPIRES 10-22-2026 LISA WALTON FORTNER NOTARY PUBLIC

SCALE: 1" = 10'
DEREN LAND SURVEYING
"ACCURACY COUNTS - KNOW YOUR BOUNDARIES"

BONNER REPLAT

A REPLAT OF LOT 53 OF "WYNDSWEPT HILLS"

LYING IN THE WILLIAM GARVIN GRANT, TOWNSHIP 08 SOUTH, RANGE 18 EAST
CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA

PRELIMINARY, NOT FOR RECORDING

PLAT BOOK _____ PAGE _____
SHEET 1 OF 1

LAND DESCRIPTION: (TITLE OPINION BY HOLDEN, ROSCOW & CAEDINGTON, PL; DATED JUNE 27, 2023)

LOT 53, WYNDSWEPT HILLS, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 26, PAGE 75, PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

LEGEND:

R/W	RIGHT-OF-WAY
N:	NORTHING
E:	EASTING
PUE	PUBLIC UTILITIES EASEMENT
P.R.M.	PERMANENT REFERENCE MONUMENT
⊙	(NDF) NAIL AND DISK FOUND
●	(RCF) REBAR AND CAP FOUND

SURVEYOR'S NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON A RECORD CALL OF SOUTH 03°10'00" EAST FOR THE WEST LINE OF LOT 53 OF "WYNDSWEPT HILLS" ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 26, PAGE(S) 75-78 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.
2. HORIZONTAL DATUM BASED ON NORTH AMERICAN DATUM OF 1983, NORTH ZONE, U.S. FOOT AS ESTABLISHED BY TRIMBLE "VRS NOW" GPS SURVEY NETWORK.
3. THE PURPOSE OF THIS REPLAT IS TO MODIFY THE EXISTING NORTH SETBACK LINES.
4. THE ERROR OF CLOSURE OF THIS PLAT DOES NOT EXCEED 1':10,000'.
5. THIS SURVEY COMPLIES WITH THE FLORIDA STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 FLORIDA STATUTES.
6. IT IS THE OPINION OF THIS LAND SURVEYOR BASED ON AN INTERPRETATION OF F.I.R.M. MAP NUMBER "12001C0120D" THAT THIS PROPERTY IS LOCATED IN FLOOD ZONE "X", (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN), MAP EFFECTIVE DATE JUNE 16, 2006.
7. BOUNDARY SURVEY WAS COMPLETED ON FEBRUARY 2nd, 2023.

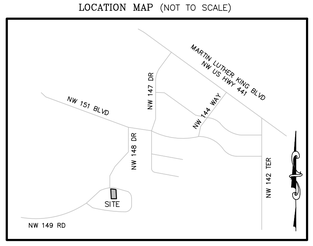
CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	TANGENT	CHORD BEARING AND DISTANCE
C1	69.16'	275.00'	14°24'34"	34.76'	N84°39'45"W 68.98'

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 THIS COUNTY.

ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION. FLORIDA STATUTE 177.091 (28).

LOCATION MAP (NOT TO SCALE)



OWNERS CERTIFICATION AND DEDICATION
ANTHONY MEYER AND ANNA C. DIEKEMPER DO HEREBY CERTIFY THAT AS THE OWNERS OF THE LANDS DESCRIBED HEREON, AND HAS CAUSED SAID LANDS TO BE SURVEYED AND PLATTED TO BE KNOWN AS "BONNER REPLAT"; AND DOES HEREBY DEDICATE TO THE PUBLIC FOREVER UTILITIES EASEMENTS AS SHOWN HEREON FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES.

_____ _____
OWNER: DATE

_____ _____
WITNESS: DATE

_____ _____
WITNESS: DATE

ACKNOWLEDGEMENT
STATE OF FLORIDA
CITY OF ALACHUA

I HEREBY CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, _____, KNOWN TO ME TO BE THE PERSON HEREIN DESCRIBED AND ACKNOWLEDGED THAT THIS INSTRUMENT WAS EXECUTED AS A FREE ACT AND DEED.

WITNESS MY HAND & OFFICIAL SEAL THIS _____ DAY OF _____, A.D. 2023.

_____ NOTARY SEAL:
NOTARY PUBLIC - STATE OF FLORIDA

CERTIFICATION AND APPROVAL FOR THE CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA
WE, THE UNDERSIGNED DO HEREBY CERTIFY THAT THIS PLAT CONFORMS TO THE REQUIREMENTS OF THE CITY OF ALACHUA'S ORDINANCES AND REGULATIONS AS FOLLOWS:

CITY COMMISSION: _____ _____
MAYOR DATE

ATTEST: _____ _____
CITY MANAGER DATE

FORM AND LEGALITY: _____ _____
CITY ATTORNEY DATE

RECEIVED AND FILED FOR RECORD ON THIS _____ DAY OF _____, A.D. 2023.

_____ _____
CLERK OF THE COURT DATE

_____ _____
DEPUTY CLERK DATE

MORTGAGE APPROVAL
I, FBC MORTGAGE, LLC, HOLDER OF THAT CERTAIN MORTGAGE RECORDED IN OFFICIAL RECORDS BOOK 5099, PAGE 449, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA DO HEREBY CONSENT TO THIS PLAT AND JOIN IN THE CERTIFICATION SHOWN HEREON.

_____ _____
WITNESS DATE

_____ _____
WITNESS DATE

_____ _____
MORTGAGE HOLDER DATE

REVIEWING SURVEYORS CERTIFICATE OF APPROVAL:
IT IS HEREBY CERTIFIED, THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY WITH THE PLATTING REQUIREMENTS PURSUANT TO SECTION 177, PART 1, FLORIDA STATUTES AND THAT THIS PLAT COMPLIES WITH THE TECHNICAL REQUIREMENTS OF SAID CHAPTER, ALSO THAT THIS PLAT CONFORMS TO THE REQUIREMENTS OF THE CITY OF ALACHUA ORDINANCES AND REGULATIONS. HOWEVER MY REVIEW AND CERTIFICATION DOES NOT INCLUDE COMPUTATION OR FIELD VERIFICATION OF ANY POINTS OR MEASUREMENTS.

_____ _____
SURVEYOR DATE

CERTIFICATE OF SURVEYOR
I DO HEREBY CERTIFY THAT THIS REPLAT ENTITLED "BONNER REPLAT" IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY PERFORMED OF THE DESCRIBED LANDS, UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND THIS PLAT AND SURVEY COMPLIES WITH ALL REQUIREMENTS AS SET FORTH IN CHAPTER 177, PART I OF THE FLORIDA STATUTES.

_____ _____
DAVID M. DEREN P.S.M. DATE
FLORIDA CERTIFICATE NO. 6946
DEREN LAND SURVEYING, LLC.
4605 NW 6TH ST., UNIT H, GAINESVILLE FL. 32609

DEREN LAND SURVEYING

DAVID M. DEREN P.S.M.
4605 N.W. 6TH STREET, SUITE H
GAINESVILLE, FLORIDA 32609

PHONE: (352) 331-0010
PHONE: (352) 336-3363
FAX: (352) 336-1084
DERENLANDSURVEYING.COM

SCALE: 1" = 10'

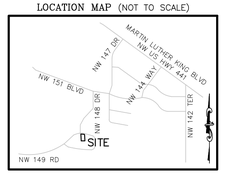
BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

BOUNDARY SURVEY

PARCEL 03863-020-053
14881 N.W. 149th ROAD
ALACHUA, FLORIDA 32615

WILLIAM GARVIN GRANT, TOWNSHIP 08 SOUTH, RANGE 18 EAST
ALACHUA COUNTY, FLORIDA

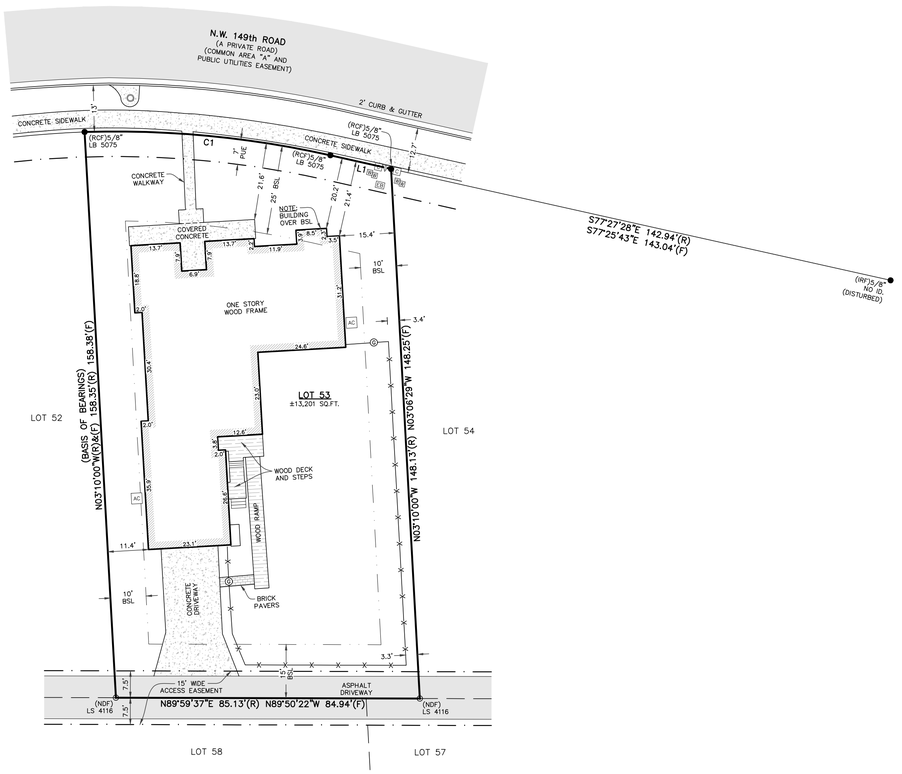
LOCATION MAP (NOT TO SCALE)



LAND DESCRIPTION: (TITLE OPINION BY HOLDEN, ROSCOW & CAEDINGTON, PL; DATED FEBRUARY 17, 2023)

LOT 53, WYNDSWEPT HILLS, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 26, PAGE 75, PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

FLOOD ZONE:
IT IS THE OPINION OF THIS LAND SURVEYOR BASED ON AN INTERPRETATION OF F.I.R.M. MAP NUMBER "12001C0120D" THAT THIS PROPERTY IS LOCATED IN FLOOD ZONE "X", (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN), MAP EFFECTIVE DATE JUNE 16, 2006.



LINE TABLE	
LINE #	LINE BEARING AND DISTANCE
L1	S77°27'28"E 17.43'(R) S77°17'27"E 17.38'(F)

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	TANGENT	CHORD BEARING AND DISTANCE
C1	69.16'(R) 69.18'(F)	275.00'(R) 275.00'(F)	14°24'34"(R) 14°24'52"(F)	34.76'(R) 34.78'(F)	N84°39'45"W 68.98'(R) N84°35'00"W 69.00'(F)

LEGEND:
- (R) RECORD MEASUREMENT
- (F) FIELD MEASUREMENT
- ID. IDENTIFICATION
- B.S.L. BUILDING SETBACK LINE
- P.U.E. PUBLIC UTILITIES EASEMENT
- ● (RCF) REBAR AND CAP FOUND
- ● (IRF) IRON ROD FOUND
- ⊕ (NDF) NAIL AND DISK FOUND
- [W] WATER METER
- ▽ TELEPHONE PEDESTAL
- [C] CABLE TELEVISION BOX
- [EB] ELECTRIC BOX
- ○ STORM WATER MANHOLE
- [AC] AIR CONDITIONER
- ◎ GATE
- —X— FENCE LINE (6' WOOD)

SURVEYOR'S NOTES:
1. SURVEY BASED ON MONUMENTATION FOUND AND ACCEPTED AND ON "WYNDSWEPT HILLS" AS RECORDED IN PLAT BOOK 26, PAGES 75-78 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.
2. BEARINGS ARE BASED ON A RECORDED CALL OF NORTH 03°10'00" WEST FOR THE WEST LINE OF LOT 53.
3. LAND DESCRIPTION OF RECORD AS PER OFFICIAL RECORDS BOOK 4300, PAGE 266.
4. THE DIGITAL SIGNATURE AND SEAL AS SHOWN ON THIS SURVEY ARE ONLY VALID FOR THIS ELECTRONIC PDF SURVEY FILE.
5. THE PRINTED SURVEY AND REPRODUCTIONS THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
6. UNLESS NOTED, NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS WERE LOCATED FOR THIS SURVEY.
7. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT-OF-WAYS, AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS SHOWN.
8. ONLY ABOVE GROUND UTILITIES WERE LOCATED FOR THIS SURVEY.
9. NORTH ARROW IS BASED ON BEARING STRUCTURE.
10. CERTIFICATION IS NOT TRANSFERABLE.
11. THE PURPOSE OF THIS SURVEY IS TO SHOW BOUNDARY INFORMATION AND IMPROVEMENTS. IT IS NOT TO BE USED FOR ARCHITECTURAL, ENGINEERING, DESIGN OR CONSTRUCTION PURPOSES.
12. FENCES, SYMBOLS, MONUMENTATION AND UTILITIES SHOWN HEREON MAY BE EXAGGERATED FOR PICTORIAL PURPOSES ONLY AND MAY NOT BE SHOWN TO SCALE.
13. COPIES AND ELECTRONIC FILES OF THIS SURVEY ARE ONLY AVAILABLE TO THE CLIENT FOR 90 DAYS FROM THE DATE OF SIGNATURE. AFTER 90 DAYS, A MINIMUM FEE OF 50% OF THE ORIGINAL SURVEY COST WILL BE ASSESSED.
14. THIS SURVEY COMPLIES WITH THE FLORIDA STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 FLORIDA STATUTES.
15. THIS PROPERTY IS SUBJECT TO A GENERAL ASSIGNMENT OF ELECTRIC UTILITY EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 2068, PAGE 2303 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

DATE OF BOUNDARY SURVEY: 08-28-2019
DATE OF BUILDING STAKE-OUT: 10-03-2019
DATE OF FINAL SURVEY: 02-02-2023

SCALE: 1" = 20'
DEREN LAND SURVEYING
"ACCURACY COUNTS - KNOW YOUR BOUNDARIES"

CERTIFY SURVEY TO:
HARTLEY BROTHERS INC.
NANCY BONNER

SCALE: 1" = 20'

BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

PAGE 1 OF 1

DATE: 02-28-2023
DRAWN BY: JAT
FIELD BOOK: 392/29; 395/13; 454/53

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DAVID M. DEREN LICENSE NO. 6946 STATE OF FLORIDA
PROFESSIONAL SURVEYOR & MAPPER FLA.CERT. 6946

JOB NO. 19393
ACAD FILE: 23-19393

DAVID M. DEREN P.S.M.
4605 N.W. 6TH STREET, SUITE H
GAINESVILLE, FLORIDA 32609

PHONE: (352) 331-0010
PHONE: (352) 336-3363
FAX: (352) 336-1084
DERENLANDSURVEYING.COM

DEREN LAND SURVEYING

HOLDEN, ROSCOW & CAEDINGTON, PL
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www.gnv-law.com

CHARLES I. HOLDEN, JR.
charles@gnv-law.com
JOHN F. ROSCOW, IV
john@gnv-law.com

June 27, 2023

City of Alachua
Attn: Justin Tabor
15100 NW 142nd Terrace
Alachua, FL 32615

RE: Proposed Re-Plat – Lot 53 , Wyndswept Hills
14881 NW 149th Road, Alachua, FL 32615

Dear Mr. Tabor,

Pursuant to the proposed re-platting of the above referenced real property, please be advised that record title to the lands, which are the subject hereof, is vested in Anna C. Diekemper and Anthony Meyer, by virtue of the certain warranty deed recorded in Official Records Book 5099, page 447 of the public records of Alachua County, Florida. A copy of the deed is attached.

The subject property is encumbered by that certain mortgage in favor of FBC Mortgage LLC dated June 12, 2023, and recorded June 16, 2023 in Official Records Book 5099, page 449 of the public records of Alachua County, Florida. A copy of the mortgage is attached.

The subject property is currently described as follows:

Lot 53, Wyndswept Hills, according to the map or plat thereof as recorded in Plat Book 26, Page 75, Public Records of Alachua County, Florida.

The subject property is subject to the following:

1. All matters contained on the Plat of Wyndswept Hills, as recorded in Plat Book 26, Page 75, Affidavit recorded in O.R. Book 3280, Page 1457, Public Records of Alachua County, Florida.
2. Covenants, conditions and restrictions recorded January 13, 2006 in O.R. Book 3296, Page 1076, Public Records of Alachua County, Florida, which contain provisions creating easements and/or assessments.
3. General Assignment of Electric Utility Easements from Clay Electric Cooperative, Inc. to the City of Alachua recorded in O.R. Book 2056, Page 1873; Reassignment of Electric Utility Easements

from the City of Alachua to Clay Electric Cooperative, Inc. recorded in O.R. Book 2068, Page 2303, Public Records of Alachua County, Florida.

4. Terms and conditions of the Sanitary Sewer, Storm Sewer and Access Easement Agreement recorded in O.R. Book 3253, Page 610, Public Records of Alachua County, Florida.

A copy of the plat and other instruments are enclosed.

Taxes for the year 2022 for the subject property (parcel number 03863-020-053) were paid November 28, 2022, in the amount of $6573.74. Taxes for 2023 shall become due and payable November 1, 2023. A copy of the 2022 tax bill is also enclosed.

Sincerely,

John F. Roscow IV

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 3498699 2 PG(S)
June 16, 2023 1:53:09 PM
Book 5099 Page 447
J.K. JESS IRBY ESQ. Clerk Of Court
ALACHUA COUNTY, Florida
Doc Stamp-Deed: $3,815.00

Prepared by and return to:
JOHN F. ROSCOW, IV
Attorney at Law
HOLDEN, ROSCOW & CAEDINGTON, PL
5608 Northwest 43rd Street
Gainesville, FL 32653
352-373-7788
File Number: **22-0969LF**
Will Call No.:

$18.50
3815.00

$545,100

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this **12th** day of **June, 2023** between **NANCY W. BONNER, an unmarried woman** whose post office address is **2048 Garden Terrace Circle, Marvin, NC 28173**, grantor, and **ANNA C. DIEKEMPER, a single woman and ANTHONY MEYER, a single man, as joint tenants with right of survivorship,** whose post office address is **14881 NW 149th Road, Alachua, FL 32615**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Alachua County, Florida** to-wit:

Lot 53, Wyndswept Hills, according to the map or plat thereof as recorded in Plat Book 26, Page 75, Public Records of Alachua County, Florida.

Parcel Identification Number: 03863-020-053

Subject to easements and testrictions of record.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2022**.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

#1 Devyg Sitterud
Witness Name: Devyg Sitterud

Nancy W. Bonner (Seal)
NANCY W. BONNER

#2 Patricia S Campbell
Witness Name: PATRICIA S CAMPBELL

State of North Carolina
County of Mecklenburg

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 9th day of June, 2023 by NANCY W. BONNER, an unmarried woman, who [ ] is personally known or [X] has produced a driver's license as identification.

[Notary Seal]

CARLINE SITTERUD NOTARY PUBLIC UNION COUNTY, NC MY COMMISSION EXPIRES 05/30/2027

Notary Public

Printed Name: Carline Sitterud

My Commission Expires: 5.30.2027

DoubleTime®

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 3486500 17 PG(S)
June 16, 2023 1:53:09 PM
Book 5098 Page 449
J.K. JESS IRBY, ESQ. Clerk Of Court
ALACHUA COUNTY, Florida
Doc Stamp-Mort: $1,907.50
Intang. Tax: $1,090.00

When recorded, return to:
FBC Mortgage, LLC
Mail stop code: DP4544
C/O DocProbe
1133 Ocean Avenue
Lakewood, NJ 08701
407-872-3383

This document was prepared by:
FBC Mortgage, LLC
189 S. Orange Avenue, Suite 970
Orlando, FL 32801
877-420-4539

146.00
1907.50
1090.00

Title Order No.: 22-0969LF
Escrow No.: 22-0969LF
LOAN #: 1115237556

[Space Above This Line for Recording Data]

MORTGAGE

MIN 1004591-0008800926-0
MERS PHONE #: 1-888-679-6377

DEFINITIONS
Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.
(A) "Security Instrument" means this document, which is dated June 12, 2023, together with all Riders to this document.
(B) "Borrower" is ANNA DIEKEMPER, A SINGLE WOMAN, AND ANTHONY MEYER, A SINGLE MAN.

Borrower is the mortgagor under this Security Instrument.
(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
(D) "Lender" is FBC Mortgage, LLC.

Lender is a Limited Liability Company, organized and existing under the laws of Florida.
Lender's address is 189 S. Orange Avenue, Suite 970, Orlando , FL 32801.

(E) "Note" means the promissory note signed by Borrower and dated June 12, 2023. The Note states that Borrower owes Lender FIVE HUNDRED FORTY FIVE THOUSAND AND NO/100********** Dollars (U.S. $545,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than July 1, 2053.

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

☒ Adjustable Rate Rider	☐ Condominium Rider	☐ Second Home Rider
☐ Balloon Rider	☒ Planned Unit Development Rider	☐ V.A. Rider
☐ 1-4 Family Rider	☐ Biweekly Payment Rider	
☐ Other(s) [specify]		

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
(L) "Escrow Items" means those items that are described in Section 3.
(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY
This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in the
County of **Alachua**
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A".

which currently has the address of **14881 NW 149th Rd, Alachua,**
[Street] [City]
Florida **32615** ("Property Address"):
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security

Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay

to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds,

whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. **Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance

coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has—if any—with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either

to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Attorneys' Fees. As used in this Security Instrument and the Note, attorneys' fees shall include those awarded by an appellate court and any attorneys' fees incurred in a bankruptcy proceeding.

25. Jury Trial Waiver. The Borrower hereby waives any right to a trial by jury in any action, proceeding, claim, or counterclaim, whether in contract or tort, at law or in equity, arising out of or in any way related to this Security Instrument or the Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

6-12-2023 (Seal)
DATE

ANNA DIEKEMPER
2225 Hawkins St. Unit # 226
Charlotte, NC 28203

6/12/2023 (Seal)
DATE

ANTHONY MEYER
2225 Hawkins St. Unit # 226
Charlotte, NC 28203

LOAN #: 1115237556

Witnesses:
Signed, sealed and delivered in the presence of:

#1 Wendy D Collins

Wendy D Collins
Printed Name

#2 David O Collins

David O Collins
Printed Name

State of NORTH CAROLINA

County of Mecklenburg

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 12th day of JUNE, 2023 by ANNA DIEKEMPER AND ANTHONY MEYER, * who is/are personally known to me or who has/have produced drivers license(s) as identification.
* unmarried

David O Collins
Signature

David O Collins
Printed Name

notary
Title or Rank

20201980019 9
Serial Number, if any

DAVID O. COLLINS
NOTARY
My Comm. Exp. 07/15/2025
PUBLIC
UNION COUNTY, NC

Lender: FBC Mortgage, LLC
NMLS ID: 152859
Loan Originator: Jennifer Leigh Todd
NMLS ID: 1829263

LOAN #: 1115237556
MIN: 1004591-0000800926-0

ADJUSTABLE RATE RIDER
(1 Year Treasury Index – Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 12th day of June, 2023 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to FBC Mortgage, LLC, a Limited Liability Company

(the "Lender") of the same date and covering the property described in the Security Instrument and located at: 14881 NW 149th Rd, Alachua, FL 32615.

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MINIMUM AND MAXIMUM RATES THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 6.125 %. The Note provides for changes in the interest rate and the monthly payments as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the 1st day of July, 2030 and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index that is calculated and provided to the general public by an administrator (the "Administrator"). The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of one year, as made available by the Board of Governors of the Federal Reserve System. The most recent Index value available as of the date 45 days before each Change Date is called the "Current Index," provided that if the Current

Index is less than zero, then the Current Index will be deemed to be zero for purposes of calculating my interest rate.

If the Index is no longer available, it will be replaced in accordance with Section 4(G) below.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding **ONE AND ONE-FOURTH** percentage points (**1.250 %**) (the "Margin") to the Current Index. The Margin may change if the Index is replaced by the Note Holder in accordance with Section 4(G)(2) below. The Note Holder will then round the result of the Margin plus the Current Index to the nearest **ONE-EIGHTH OF ONE** percentage point (**0.125 %**). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than **11.125 %** or less than **6.125 %.** Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than **TWO** percentage point(s) (**2.000 %**) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than **11.125 %. My interest rate will never be less than the start rate or 6.125 %.**

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

(G) Replacement Index and Replacement Margin

The Index is deemed to be no longer available and will be replaced if any of the following events (each, a "Replacement Event") occur: (i) the Administrator has permanently or indefinitely stopped providing the Index to the general public; or (ii) the Administrator or its regulator issues an official public statement that the Index is no longer reliable or representative.

If a Replacement Event occurs, the Note Holder will select a new index (the "Replacement Index") and may also select a new margin (the "Replacement Margin"), as follows:

(1) If a replacement index has been selected or recommended for use in consumer products, including residential adjustable-rate mortgages, by the Board of Governors of the Federal Reserve System, the Federal Reserve Bank of New York, or a committee endorsed or convened by the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York at the time of a Replacement Event, the Note Holder will select that index as the Replacement Index.

(2) If a replacement Index has not been selected or recommended for use in consumer products under Section (G)(1) at the time of a Replacement Event, the Note Holder will make a reasonable, good faith effort to select a Replacement Index and a Replacement Margin that, when added together, the Note Holder reasonably expects will minimize any change in the cost of the loan, taking into account the historical performance of the Index and the Replacement Index.

The Replacement Index and Replacement Margin, if any, will be operative immediately upon a Replacement Event and will be used to determine my interest rate and monthly payments on Change Dates that are more than 45 days after a Replacement Event. The Index and Margin could be replaced more than once during the term of my Note, but only if another Replacement Event occurs. After a Replacement Event, all references to the "Index" and "Margin" will be deemed to be references to the "Replacement Index" and "Replacement Margin."

The Note Holder will also give me notice of my Replacement Index and Replacement Margin, if any, and such other information required by applicable law and regulation.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Section 18 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

LOAN #: 1115237556

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

ANNA DIEKEMPER — DATE: 6-12-2023 (Seal)

ANTHONY MEYER — DATE: 6/12/2023 (Seal)

LOAN #: 1115237556
MIN: 1004591-0000800928-0

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 12th day of June, 2023 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to FBC Mortgage, LLC, a Limited Liability Company

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 14881 NW 149th Rd, Alachua, FL 32615.

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in COVENANTS, CONDITIONS AND RESTRICTIONS

(the "Declaration"). The Property is a part of a planned unit development known as Wyndswept Hills

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to ensure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this PUD Rider.

ANNA DIEKEMPER — 6-12-2023 — DATE — (Seal)

ANTHONY MEYER — 6/12/2023 — DATE — (Seal)

Exhibit A

Lot 53, Wyndswept Hills, according to the map or plat thereof as recorded in Plat Book 26, Page 75, Public Records of Alachua County, Florida.

Parcel Identification Number: 03863-020-053

John Power | TAX COLLECTOR
Serving Alachua County

2022 PAID REAL ESTATE 14958
NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

ACCOUNT NUMBER	PROPERTY ADDRESS	MILLAGE CODE
03863 020 053	14881 NW 149TH RD	1700

BONNER NANCY W
14884 NW 149TH RD
ALACHUA, FL 32615

EXEMPTIONS:
HOMESTEAD,
HOMESTEAD ADD'L 25K,
WIDOWS

SCAN TO PAY ONLINE

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION(S)	TAXABLE VALUE	TAXES LEVIED
COUNTY GENERAL	7.7662	330,439	50,500	279,939	2,174.06
LIBRARY GENERAL	1.0565	330,439	50,500	279,939	295.76
SCHOOL CAP PROJECT	1.5000	330,439	25,500	304,939	457.41
SCHOOL DISCRNRY & CN	0.7480	330,439	25,500	304,939	228.09
SCHOOL GENERAL	3.2500	330,439	25,500	304,939	991.05
SCHOOL VOTED	1.0000	330,439	25,500	304,939	304.94
CHILDREN'S TRUST	0.4612	330,439	50,500	279,939	129.11
SUWANNEE RIVER WATER MGT DIST	0.3368	330,439	50,500	279,939	94.28
CITY OF ALACHUA	5.3900	330,439	50,500	279,939	1,508.87
TOTAL MILLAGE	21.5087			AD VALOREM TAXES	$6,183.57

LEGAL DESCRIPTION

WYNDSWEPT HILLS PB 26 PG 75 LOT 53
OR 4791/0377

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	UNIT	RATE	AMOUNT
550 COUNTY FIRE SERVICES	1.000	Varies	664.08
NON-AD VALOREM ASSESSMENTS			$664.08

PAY ONLY ONE AMOUNT.

COMBINED TAXES AND ASSESSMENTS	$6,847.65

IF PAID BY	Nov 30, 2022				
PLEASE PAY	$0.00				

Please Retain this Portion for your Records. Receipt Available Online.

JOHN POWER, CFC
ALACHUA COUNTY TAX COLLECTOR

2022 PAID REAL ESTATE 14958
NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS
PLEASE PAY IN U.S. FUNDS TO JOHN POWER, TAX COLLECTOR • P.O. Box 44310 • Jacksonville, FL 32231-4310

ACCOUNT NUMBER	PROPERTY ADDRESS
03863 020 053	14881 NW 149TH RD

BONNER NANCY W
14884 NW 149TH RD
ALACHUA, FL 32615

PAY ONLY ONE AMOUNT

IF PAID BY	PLEASE PAY
☐ Nov 30, 2022	$0.00
☐	
☐	
☐	
☐	

WANT TO RECEIVE YOUR BILL ELECTRONICALLY NEXT YEAR? VISIT www.AlachuaCollector.com AND SIGN UP FOR E-BILLS!

Receipt # 22-0037083 $6,573.74 Paid 11/28/2022

Concurrency Impact Analysis
Wyndswept Hills- Lot 53 Replat

The proposed project is a single lot replat. The lot has an existing a single family home, so no additional units/concurrency impact will result from this application.

Stormwater:

The stormwater system for the subdivision will not be affected by this proposed single lot replat/ minor subdivision application. No changes are proposed to existing conditions.

Potable Water:

The lot has an existing a single family home, so no additional units/concurrency impact will result from this application.

Sanitary Sewer:

The lot has an existing a single family home, so no additional units/concurrency impact will result from this application.

Solid Waste:

The lot has an existing a single family home, so no additional units/concurrency impact will result from this application.

Recreation:

The lot has an existing a single family home, so no additional units/concurrency impact will result from this application.

Traffic:

The lot has an existing a single family home, so no additional units/concurrency impact will result from this application.

Wyndswept Hills – Lot 53 Replat

Statement of Proposed Uses

The lot has an existing a single family home – the proposed setback revision is consistent with the current zoning regulations.

Comprehensive Plan Consistency

Future Land Use Element:

Policy 1.2b: Moderate Density Residential (0 to 4 dwelling units per acre): The Moderate Density Residential land use category allows residential development at a maximum density of 4 dwelling units per acre. The following uses are allowed in the Moderate Density Residential land use category:
1. Single family detached dwelling units;
2. Accessory dwelling units;
3. Manufactured or modular homes meeting certain design criteria;
4. Mobile homes only within mobile home parks;
5. Duplexes and quadplexes;
6. Townhomes;
7. Residential Planned Developments; and,
8. Supporting community services such as schools, houses of worship, parks, and community centers.

Consistency: The lot impacted by the application has an existing single family residential unit, within a development meeting the density allowed by the Comprehensive Plan.

Objective 5.2: Availability of facilities and services
The City shall utilize a concurrency management system to ensure that the adopted levels of service standards are maintained.

Policy 5.2.a: All new development shall meet level of service requirements for roadways, potable water, sanitary sewer, stormwater, solid waste, and public schools in accordance with LOS standards adopted in the elements addressing these facilities.

Consistency: The lot has an existing single family home and will not have any impact on concurrency and level of service requirements.

LEGAL DESCRIPTION

For: 14881 NW 149th Road
Alachua, FL 32615
Tax Parcel 03863-020-053

LAND DESCRIPTION: (TITLE OPINION BY HOLDEN, ROSCOW & CAEDINGTON, PL; DATED FEBRUARY 17, 2023)

LOT 53, WYNDSWEPT HILLS, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 26, PAGE 75, PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

City of ALACHUA

THE GOOD LIFE COMMUNITY

FOR PLANNING USE ONLY
Case #: _____
Application Fee: $_____
Filing Date: _____
Acceptance Date: _____
Review Type: Admin

Public School Student Generation Form for Residential Development in the City of Alachua

A. APPLICANT

1. Applicant's Status (check one):

   □ Owner (title holder) ■ Agent

2. Name of Applicant(s) or Contact Person(s): Sergio Reyes Title: President

   Company (if applicable): eda consultants, inc.

   Mailing address: 720 SW 2nd Ave, South Tower, Ste 300

   City: Gainesville State: FL ZIP: 32601

   Telephone: 352-373-3541 FAX: _____ e-mail: sreyes@edafl.com

3. If the applicant is agent for the property owner*:

   Name of Owner (title holder): _____

   Mailing Address: _____

   City: _____ State: _____ ZIP: _____

   * Must provide executed Property Owner Affidavit authorizing the agent to act on behalf of the property owner.

B. PROJECT

1. Project Name: Bonner Replat - Wyndswept Hills Lot 53
2. Address of Subject Property: 14881 NW 149th Road, Alachua, FL
3. Parcel ID Number(s): 03863-020-053
4. Section 15 Township 8 Range 18 Grant _____ Acreage: 0.30
5. Existing Use of Property: Single Family Residential
6. Future Land Use Map Designation: Moderate Density Residential
7. Zoning Designation: RSF-3
8. Development Data (check all that apply):

   ■ Single Family Residential — Number of Units 0 - no additional proposed

   □ Multi-Family Residential — Number of Units _____

   □ Exempt (*see exempt developments on page 2*)

9. Review Type:

Preliminary Development Order	***Final Development Order***
□ Comprehensive Plan Amendment	□ Preliminary Plat
□ Large Scale	□ Final Plat
□ Small Scale	□ Site Plan
□ Site Specific Amendment to the Official Zoning Atlas (Rezoning)	

■ *Revised*

10. School Concurrency Service Areas (SCSA): Based on the project location, identify the corresponding SCSA for each school type. Maps of the SCSAs can be obtained from the Alachua County Growth Management Department Map Gallery by clicking on the "Public Schools" tab: http://growth-management.alachuacounty.us/gis_services/map_gallery/

    Elementary: Northwest Alachua

    Middle: Melbane

    High: Santa Fe

Explanation of Student Generation Calculation: Student Generation is calculated based on the type of residential development and the type of schools. The number of students stations (by school type – Elementary, Middle and High School) used for calculating the school concurrency impacts is equal to the number of dwelling units by housing type multiplied by the student generation multiplier (for housing type & school type) established by the School Board. **Calculations are rounded to the nearest whole number.** Student Generation for each school type is calculated individually, in order to correctly assess the impact on the School Concurrency Service Area (SCSA) for each school type (Elementary, Middle and High School).

# of Elementary School Student Stations = # of housing units x Elementary school student generation multiplier
# of Middle School Student Stations = # of housing units x Middle school student generation multiplier
# of High School Student Stations = # of housing units x High school student generation multiplier

Student Generation Calculations: Single Family Residential Development

Elementary School	0	units	x	0.12	Elementary School Multiplier*	0	Student Stations**
Middle School	0	units	x	0.06	Middle School Multiplier*	0	Student Stations**
High School	0	units	x	0.09	High School Multiplier*	0	Student Stations**

Student Generation Calculations: Multi-Family Residential Development

Elementary School		units	x	0.06	Elementary School Multiplier*		Student Stations**
Middle School		units	x	0.03	Middle School Multiplier*		Student Stations**
High School		units	x	0.03	High School Multiplier*		Student Stations**

** Student generation multipliers may be obtained from SBAC at:*
http://www.sbac.edu/pages/ACPS/Departments_Programs/DepartmentsAF/D_thru_F/FacilitiesMainConstr/Local_Certification_Packets/City_of_Alachua
*** Round to the nearest whole number*

EXEMPT DEVELOPMENTS (check all that apply):

- ☐ Existing legal lots eligible for a building permit.
- ☐ Development that includes residential uses that has received final development plan approval prior to the effective date for public school concurrency, or has received development plan approval prior to June 24, 2008, provided the development approval has not expired.
- ☐ Amendments to final development orders for residential development approved prior to the effective date of public school concurrency, and which do not increase the number of students generated by the development.
- ☐ Age-restricted developments that prohibit permanent occupancy by persons of school age, provided this condition is satisfied in accordance with the standards of the Public Schools Facilities Element or the ILA.
- ☐ Group quarters that do not generate public school students, as described in the ILA.

A completeness review of the application will be conducted within 5 business days of receipt. If the application is determined to be incomplete, the application will be returned to the applicant.

I/We certify and acknowledge that the information contained herein is true and correct to the best of my/our knowledge.

Signature of Applicant

Signature of Co-applicant

Sergio Reyes, P.E

Typed or printed name and title of applicant

Typed or printed name of co-applicant

State of Florida County of Alachua

The foregoing application is acknowledged before me this 27 day of April, 2023 by Sergio Reyes

_____, who is/are personally known to me, or who has/have produced _____

as identification.

Signature of Notary Public, State of Florida

Heather A. Hartman
Comm.: # HH 320137
Expires: October 10, 2026
Notary Public - State of Florida

City of ALACHUA
THE GOOD LIFE COMMUNITY

Certification

Alachua County Public Schools

This application for a determination of adequacy of public schools to accommodate the public school students generated by the proposed development has been reviewed for compliance with the school concurrency management program and in accordance with the ILA. The following determinations have been made:

□ **Approved** based upon the following findings:

Elementary SCSA:_____	Capacity Required:_____
□ Capacity Available	Available Capacity:_____
□ Capacity Available in 3 years	Available Capacity:_____
□ Capacity Available in Adjacent SCSA	Available Capacity:_____
Middle SCSA:_____	Capacity Required:_____
□ Capacity Available	Available Capacity:_____
□ Capacity Available in 3 years	Available Capacity:_____
□ Capacity Available in Adjacent SCSA	Available Capacity:_____
High SCSA:_____	Capacity Required:_____
□ Capacity Available	Available Capacity:_____
□ Capacity Available in 3 years	Available Capacity:_____
□ Capacity Available in Adjacent SCSA	Available Capacity:_____

□ **Denied** for reasons stated:_____

_____

_____

□ **Local Government Certification**

Approved by:_____

Date:_____

□ **School Board Staff Certification**

_____

Vicki McGrath, Director, Community Planning
School Board of Alachua County
352-955-7400 x 1423

Date:_____

AYESHA SOLOMON
ALACHUA COUNTY
PROPERTY APPRAISER
KNOWLEDGEABLE - COMMUNITY FOCUSED - COMMITTED

Sign Up for Property Watch

Parcel Summary

Parcel ID	03863-020-053
Prop ID	14958
Location Address	14881 NW 149TH RD ALACHUA, FL 32615
Neighborhood/Area	(233215.04)
Subdivision	WYNDSWEPT HILLS
Brief Legal Description*	WYNDSWEPT HILLS PB 26 PG 75 LOT 53 OR 4791/0377 (Note: *The Description above is not to be used on legal documents.)
Property Use Code	SINGLE FAMILY (00100)
Sec/Twp/Rng	15-08-18
Tax District	ALACHUA (District 1700)
Millage Rate	21.5087
Acreage	0.300
Homestead	Y

View Map

Owner Information

BONNER NANCY W
14884 NW 149TH RD
ALACHUA, FL 32615

Valuation

	2022 Certified Values	2021 Certified Values	2020 Certified Values	2019 Certified Values	2018 Certified Values
Improvement Value	$347,838	$278,736	$0	$0	$0
Land Value	$61,500	$61,500	$61,500	$61,500	$61,500
Land Agricultural Value	$0	$0	$0	$0	$0
Agricultural (Market) Value	$0	$0	$0	$0	$0
Just (Market) Value	**$409,338**	**$340,236**	**$61,500**	**$61,500**	**$61,500**
Assessed Value	$330,439	$320,814	$61,500	$52,701	$47,910
Exempt Value	$50,500	$50,000	$0	$0	$0
Taxable Value	$279,939	$270,814	$61,500	$52,701	$47,910
Maximum Save Our Homes Portability	$78,899	$19,422	$0	$8,799	$13,590

"Just (Market) Value" description - This is the value established by the Property Appraiser for ad valorem purposes. This value does not represent anticipated selling price.

TRIM Notice

2022 TRIM Notice (PDF)

Land Information

Land Use	Land Use Desc	Acres	Square Feet	Eff. Frontage	Depth	Zoning
0100	SFR	0.00	1	0	0	RSF-3

Building Information

Type	SINGLE FAMILY	**Heat**	ELECTRIC
Total Area		**HC&V**	FORCED AIR
Heated Area	2,586	**HVAC**	CENTRAL
Exterior Walls	HARDIBOARD	**Bathrooms**	2.0-Baths
Interior Walls	DRYWALL	**Bedrooms**	4 BEDROOMS
Roofing	ASPHALT	**Total Rooms**	
Roof Type	GABLE/HIP	**Stories**	1.0
Frame		**Actual Year Built**	2020
Floor Cover	CARPET; CLAY TILE	**Effective Year Built**	2020

Type	SOH MISC	**Heat**	
Total Area	508	**HC&V**	
Heated Area		**HVAC**	
Exterior Walls		**Bathrooms**	
Interior Walls		**Bedrooms**	
Roofing		**Total Rooms**	
Roof Type		**Stories**	1.0
Frame		**Actual Year Built**	2020
Floor Cover		**Effective Year Built**	2020

Sub Area

Type	Description	Sq. Footage	Quality	Imprv Use	Imprv Use Descr
BAS	BASE AREA	2,316	4	0100	SINGLE FAMILY
FEP	FINISHED ENCL PORCH	270		0100	SINGLE FAMILY
FGR	FINISHED GARAGE	609		0100	SINGLE FAMILY
FOP	FINISHED OPEN PORCH	231		0100	SINGLE FAMILY

Type	Description	Sq. Footage	Quality	Imprv Use	Imprv Use Descr
0800	DRIVE/WALK	508		0100	SINGLE FAMILY

Sales

Sale Date	Sale Price	Instrument	Book	Page	Qualified	Vacant/Improved	Grantor	Grantee	Link to Official Records
7/2/2020	$400,000	WD	4791	0377	01 - EXAMINATION OF DEED	Vacant	HARTLEY BROTHERS INC	BONNER NANCY W	Link (Clerk)
9/13/2019	$65,000	WD	4717	0999	01 - EXAMINATION OF DEED	Improved	REALTY SOLUTIONS OF NORTH FLOR	HARTLEY BROTHERS INC	Link (Clerk)
9/2/2014	$36,900	WD	4300	266	01 - EXAMINATION OF DEED	Vacant	* RWSPMS LLC	REALTY SOLUTIONS OF NORTH FLOR	Link (Clerk)
11/1/2010	$100	MS	3992	1190	11 - CORRECTIVE DEED	Vacant	* STEPHENS ROGER W PATRICIA M	* RWSPMS LLC	Link (Clerk)
9/11/2008	$100	MS	3829	2133	U - UNQUALIFIED	Vacant	* WYNDSWEPT HILLS LLC	* STEPHENS ROGER W PATRICIA M	Link (Clerk)

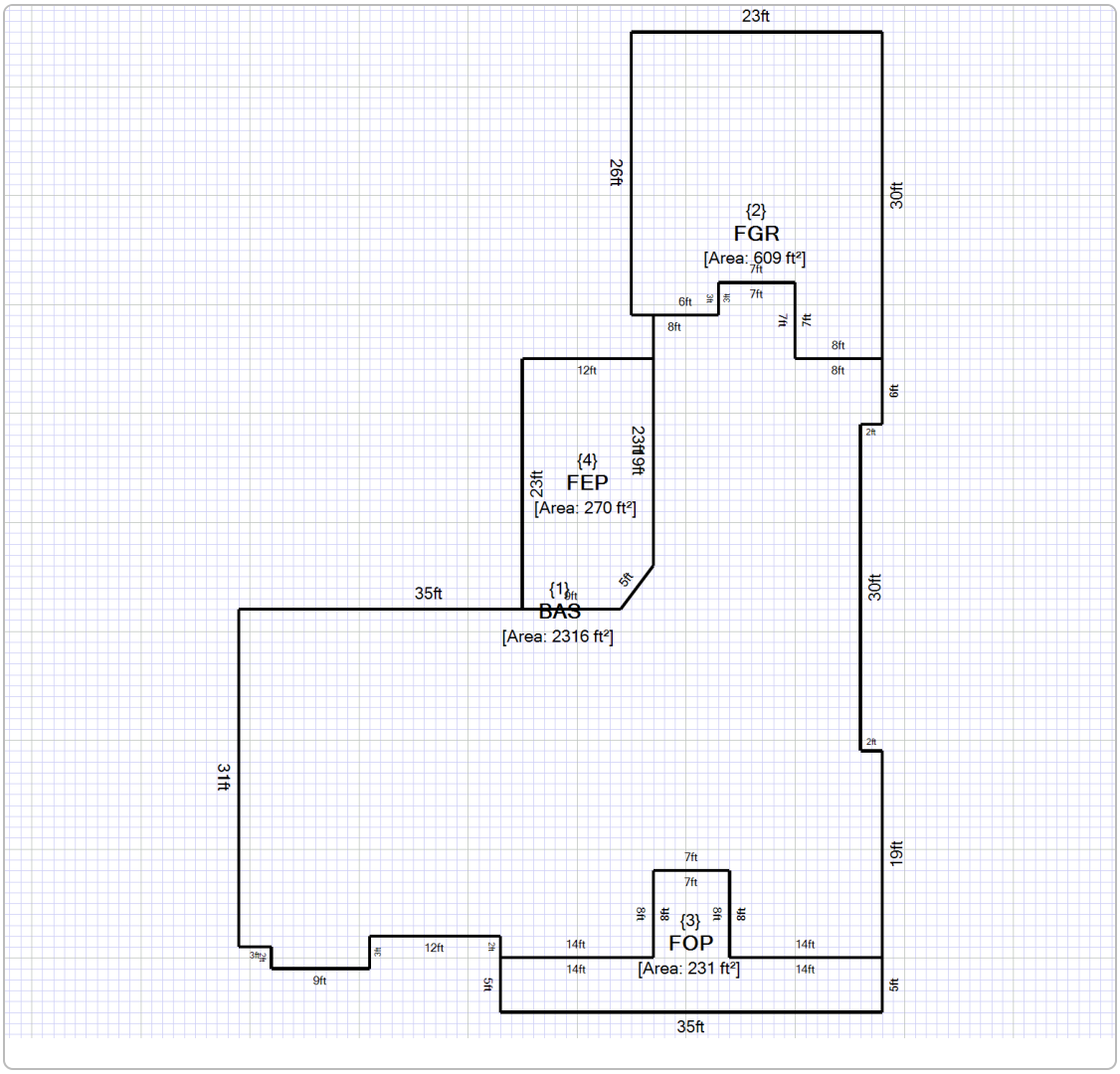
Official Public Records information is provided by the Alachua County Clerk's Office. Clicking on these links will direct you to their web site displaying the document details for this specific transaction.

Permits

Permit Number	Type	Primary	Active	Issue Date	Value
P08-20-7720	REMODEL SFD	Yes	No	8/19/2020	$0
P10-19-7145	SINGLE FAMILY - DETACHED	Yes	No	10/30/2019	$417,347

Our permitting information is pulled from the Alachua County Permitting Offices. Permitting information shown here is all the Property Appraiser has on file for this property. Any detailed questions about permits should be directed to the Permitting Offices.

Sketches



Map

Photos

No data available for the following modules: Extra Features.

This web application and the data herein is prepared for the inventory of real property found within Alachua County and is compiled from recorded deeds, plats, and other public records and data. Users of this web application and the data herein are hereby notified that the aforementioned public primary information sources should be consulted for verification of the information. Alachua County Property Appraiser's Office assumes no legal responsibility for the information contained herein.
User Privacy Policy
GDPR Privacy Notice

Developed by Schneider GEOSPATIAL

Last Data Upload: 4/18/2023, 6:51:08 AM

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 3496899 2 PG(S)
June 16, 2023 1:53:09 PM
Book 5099 Page 447
J.K. JESS IRBY ESQ Clerk Of Court
ALACHUA COUNTY, Florida
Doc Stamp-Deed: $3,815.00

Prepared by and return to:
JOHN F. ROSCOW, IV
Attorney at Law
HOLDEN, ROSCOW & CAEDINGTON, PL
5608 Northwest 43rd Street
Gainesville, FL 32653
352-373-7788
File Number: **22-0969LF**
Will Call No.:

$18.50
3815.00
$545.00

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this **12th** day of **June, 2023** between **NANCY W. BONNER, an unmarried woman** whose post office address is **2048 Garden Terrace Circle, Marvin, NC 28173**, grantor, and **ANNA C. DIEKEMPER, a single woman and ANTHONY MEYER, a single man, as joint tenants with right of survivorship,** whose post office address is **14881 NW 149th Road, Alachua, FL 32615**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Alachua County, Florida** to-wit:

Lot 53, Wyndswept Hills, according to the map or plat thereof as recorded in Plat Book 26, Page 75, Public Records of Alachua County, Florida.

Parcel Identification Number: 03863-020-053

Subject to eaements and testrictions of record.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2022**.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

#1 Witness Name: Devra Sitterud

#2 Witness Name: PATRICIA S CAMPBELL

Nancy W. Bonner (Seal)
NANCY W. BONNER

State of North Carolina
County of Mecklenburg

The foregoing instrument was acknowledged before me by means of [X] physical presence or [_] online notarization, this 9th day of June, 2023 by NANCY W. BONNER, an unmarried woman, who [_] is personally ~~known~~ or [X] has produced a driver's license as identification.

[Notary Seal]

CARLINE SITTERUD NOTARY PUBLIC MY COMMISSION EXPIRES 05/30/2027 UNION COUNTY, NC

Notary Public

Printed Name: Carline Sitterud

My Commission Expires: 5.30.2027

DoubleTime®

Search > Account Summary

Real Estate Account #03863 020 053

Owner:
BONNER NANCY W

Situs:
14881 NW 149TH RD
ALACHUA 32615

Parcel details
Property Appraiser
Homestead Exemption

Get bills by email

Amount Due

Your account is **paid in full**. There is nothing due at this time.
Your last payment was made on **11/28/2022** for **$6,573.74**.

Apply for the 2023 installment payment plan

Account History

BILL	AMOUNT DUE	STATUS			ACTION
2022 Annual Bill	$0.00	**Paid** $6,573.74	11/28/2022	**Receipt** #22-0037083	Print (PDF)
2021 Annual Bill	$0.00	**Paid** $6,421.70	11/08/2021	**Receipt** #21-0012116	Print (PDF)
2020 Annual Bill	$0.00	**Paid** $1,390.52	11/18/2020	**Receipt** #20-0022534	Print (PDF)
2019 Annual Bill	$0.00	**Paid** $1,351.65	04/15/2020	**Receipt** #19-0148085	Print (PDF)
2018 Annual Bill	$0.00	**Paid** $1,225.09	12/28/2018	**Receipt** #18-0071230	Print (PDF)
2017 Annual Bill	$0.00	**Paid** $1,117.10	11/12/2017	**Receipt** #17-0011829	Print (PDF)
2016 Annual Bill	$0.00	**Paid** $941.15	11/29/2016	**Receipt** #16-0037173	Print (PDF)
2015 Annual Bill	$0.00	**Paid** $869.20	11/30/2015	**Receipt** #15-0036941	Print (PDF)
2014 Annual Bill	$0.00	**Paid** $776.22	11/21/2014	**Receipt** #14-0024877	Print (PDF)
2013 Annual Bill	$0.00	**Paid** $667.27	11/14/2013	**Receipt** #13-0015202	Print (PDF)
2012					
2012 Annual Bill	$0.00	**Paid** $1,236.23	11/14/2013	**Receipt** #13-0015202	Print (PDF)
Certificate #1033		**Redeemed**	11/14/2013	**Face** $1,171.41, **Rate** 2.75%	
		Paid $1,236.23			
2011					
2011 Annual Bill	$0.00	**Paid** $1,306.38	11/14/2013	**Receipt** #13-0015202	Print (PDF)
Certificate #1148		**Redeemed**	11/14/2013	**Face** $1,196.90, **Rate** 5.75%	
		Paid $1,306.38			
2010					
2010 Annual Bill	$0.00	**Paid** $1,369.36	11/14/2013	**Receipt** #13-0015202	Print (PDF)
Certificate #1183		**Redeemed**	11/14/2013	**Face** $1,184.24, **Rate** 6.25%	
		Paid $1,369.36			
2009					
2009 Annual Bill	$0.00	**Paid** $1,343.75	01/31/2012	**Receipt** #2011-1038172	Print (PDF)
Certificate #1309		**Redeemed**	01/31/2012	**Face** $1,178.85, **Rate** 8.5%	
		Paid $1,343.75			
2008 Annual Bill	$0.00	**Paid** $1,094.15	05/27/2009	**Receipt** #2008-8090573	Print (PDF)
2007 Annual Bill	$0.00	**Paid** $1,636.98	11/30/2007	**Receipt** #2007-9032989	Print (PDF)
2006 Annual Bill	$0.00	**Paid** $470.19	02/16/2007	**Receipt** #2006-9101376	Print (PDF)
Total Amount Due	**$0.00**				

Convenience Fees

Credit/Debit Card and PayPal Transactions: A **2.5% processing fee (minimum $2.50)** applies.
Bank Account (E-Check) Transactions: A **$1 processing fee** applies.

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Poll: Trump's GOP support dips

Most respondents think ex-president broke law

Jill Colvin and Linley Sanders
ASSOCIATED PRESS

The poll finds that U.S. adults overall are slightly more likely than they were earlier in the year to believe former President Donald Trump acted illegally in his handling of classified documents stashed at Mar-a-Lago. STEVEN SENNE/AP

NEW YORK – Former President Donald Trump's criminal indictment on charges of mishandling government secrets appears to have dented his popularity among Republicans – but only slightly – according to a new poll from The Associated Press-NORC Center for Public Affairs Research.

Sixty percent of Republicans now have a favorable view of Trump, down slightly from April, when 68% of Republicans said they had a favorable view of the 2024 GOP presidential front-runner. The poll found 38% of Republicans have an unfavorable view of Trump, an uptick from 30% in April.

The dip suggests some Republicans could be growing weary of Trump's never-ending legal drama after he became the first former president ever indicted on federal criminal charges. Trump, who was indicted on separate charges in New York this spring, pleaded not guilty this month to 37 felony counts accusing him of improperly storing classified documents at his Mar-a-Lago club in Palm Beach, Florida, concealing them from investigators and refusing to turn them over when subpoenaed.

Overall, Americans are more likely to have an unfavorable view of Trump than a favorable one, 63% to 33%, similar to April. The poll was conducted June 22-26, after the full indictment became public and after Trump's not guilty plea.

The poll also finds that U.S. adults overall are slightly more likely than they were earlier in the year to believe the former president acted illegally in his handling of classified documents stashed at Mar-a-Lago. Just over half, 53%, now say he broke the law, compared with 47% in the April AP-NORC poll. But most of that increase is attributable to Democrats.

An overwhelming majority of Democratic voters, 84%, now say they think Trump broke the law in connection to the documents, compared with 75% who said so in April.

When it comes to Republicans, however, only about a quarter say Trump acted illegally in the Mar-a-Lago case, about the same as in April. An additional 29% said he acted unethically but did not do anything illegal, while 26% said he did nothing wrong, with the rest saying they didn't know enough to say.

They include Patty Faber, a registered Republican who lives north of Phoenix and was dismissive of the charges.

"It's a bunch of hooey," said Faber, 62, who runs an RV park. "Should he have taken all that stuff home? No. But other presidents have also taken things home." She noted that President Joe Biden and former Vice President Mike Pence were also found to have classified documents in their possession – though neither has been accused of trying to conceal the documents from or lying to investigators.

Still, Faber, who has supported Trump in the past, said that while she would be "ecstatic" to see him return to the White House, she would much prefer the party nominate Florida Gov. Ron DeSantis, who is currently a distant second in the polls.

"He has a better chance of winning the general election. Trump is carrying too much baggage now," she said.

Others' feelings were more complicated. Nancy Tobeck, 74, a Republican in Crossville, Tennessee, believes Trump may have potentially broken the law. But if he did, she said, "I don't think it was deliberate."

"It's a hard one because I think he might have done something wrong by not giving them all over. But I also understand that he had things in there. So it's kind of half and half on that," she said. "I do believe that it is politically motivated, though."

Tobeck, who voted for Trump in 2016 and 2020, said the indictment had not changed her feelings about Trump because she had already soured on the former president after he refused to accept the results of the 2020 election.

Still, the numbers make clear the challenges faced by Trump's GOP rivals, who have struggled to respond to charges that would, in any other era, spell a candidate's demise. While former U.N. Ambassador Nikki Haley called Trump's alleged actions "reckless" and Pence has said he "can't defend" the "very serious allegations," the candidates have also criticized the Justice Department, reflecting deep GOP skepticism of federal law enforcement.

Besides the charges he faces in Florida, Trump was indicted in New York in March in connection with hush money payments made during the 2016 campaign to women who alleged sexual encounters with him. He faces additional potential charges in other jurisdictions.

In Georgia, a prosecutor is investigating efforts by Trump and his allies to overturn the results of the 2020 election. And in Washington, special counsel Jack Smith continues to investigate Trump's election lies and their aftermath, including the violent riot at the U.S. Capitol on Jan. 6, 2021.

The poll finds half of U.S. adults believe Trump broke the law in his alleged attempt to interfere in Georgia's vote count during the 2020 presidential election. Slightly fewer, 45%, say his actions related to the Jan. 6 insurrection were unlawful.

Just 35% of U.S. adults say he acted illegally in allegedly covering up the hush money payments – a slight decrease from the 41% who said he had in April, just after he was indicted.

Paul Schwartz, 38, a truck driver from Pocatello, Idaho, identifies as an independent but voted for Trump in 2016 and 2020 because he saw him as the better of bad options.

While he says he's no fan of Trump – "I've always disdained the man," he said – Schwartz sees the indictment as nothing but a "witch hunt" and "mudslinging that has no point."

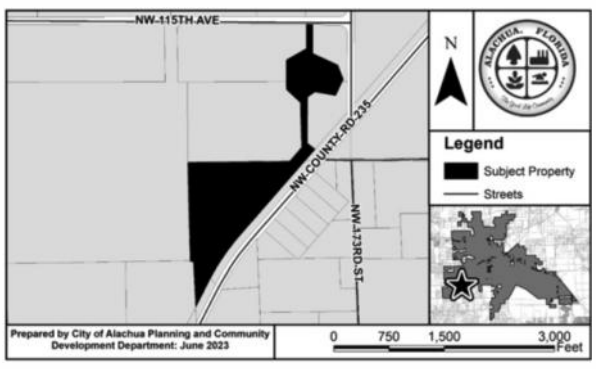
"I believe people are trying to swing opinions on things that are completely irrelevant to how someone governs the country," he said, arguing that what matters are candidates' positions on issues like abortion and immigration.

Plus, he said: "We know these are detestable human beings. They're politicians. That's a job requirement."

The poll of 1,220 adults was conducted June 22-26 using a sample drawn from NORC's probability-based AmeriSpeak Panel. The margin of sampling error for all respondents is 3.9 percentage points.

NOTICE OF PUBLIC HEARING BEFORE THE PLANNING & ZONING BOARD OF THE CITY OF ALACHUA, FLORIDA

Notice is hereby given that the Planning & Zoning Board of the City of Alachua will hold a public hearing on July 11, 2023 at 6:00 p.m. The hearing will be held in the James A. Lewis Commission Chambers in City Hall, located at 15100 NW 142nd Terrace, Alachua, Florida, to consider the following: A request by Logan B. Peters, P.E., of JBrown Professional Group, Inc., applicant and agent for Lane Enterprises, LLC and Waco Properties, Inc., property owners, for consideration of a Site Plan proposing the construction of a ±100,840 square foot building and associated site improvements on a ±45.12 acre subject property; consisting of Tax Parcel Number 03997-000-000 and portions of Tax Parcel Numbers 03983-008-000 and 03983-011-000; FLUM: Industrial; Zoning: Industrial General (IG).



At the public hearing, all interested parties may appear and be heard with respect to the application. Copies of the application are available for public inspection at the Planning and Community Development Department, 15100 NW 142nd Terrace, Alachua, Florida, on any regular business day between the hours of 7:30 a.m. to 6:00 p.m. Written comments on the application may be sent to the following address: City of Alachua, Planning and Community Development, P.O. Box 9, Alachua, FL 32616. Notice is given pursuant to Section 286.0105, Florida Statutes, that, in order to appeal any decision made at the public hearing, you will need a record of the proceedings, and that, for such purpose, you may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is to be based. In accordance with the Americans with Disabilities Act, any persons with a disability requiring reasonable accommodation in order to participate in this meeting should call the City Clerk at (386) 418-6100 x 1501 at least 48 hours prior to the public hearing.

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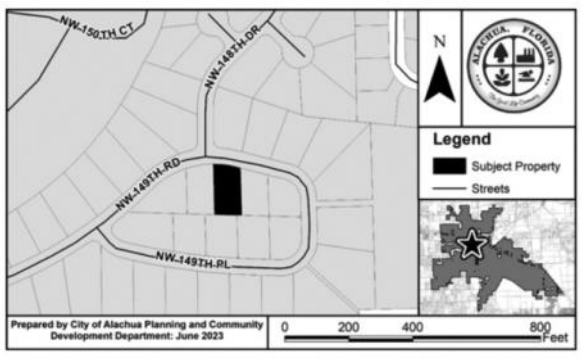

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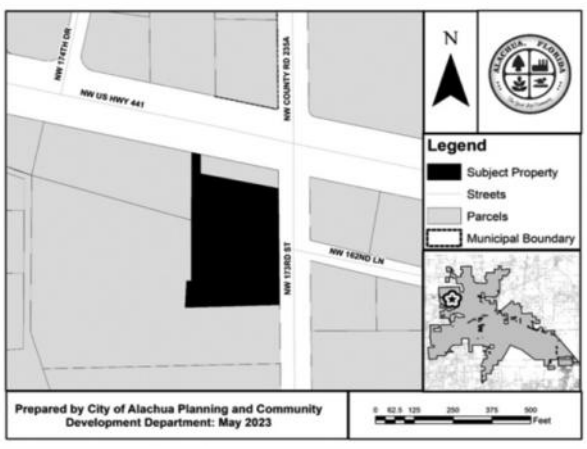

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AFFIDAVIT FOR POSTED LAND USE SIGN

I Debbie Wallen, POSTED THE LAND USE
(name)
SIGN ON 6-22-23 FOR THE Replat of Lot 53, Wyndswept Hills
(date) (state type of action and project name)
LAND USE ACTION.

AS PER ARTICLE 2.2.9 D OF THE LAND DEVELOPMENT REGULATIONS.

THIS WILL BE INCLUDED IN THE STAFF REPORT.

Debbie Wallen
(signature)

1 (one)
(number of signs)

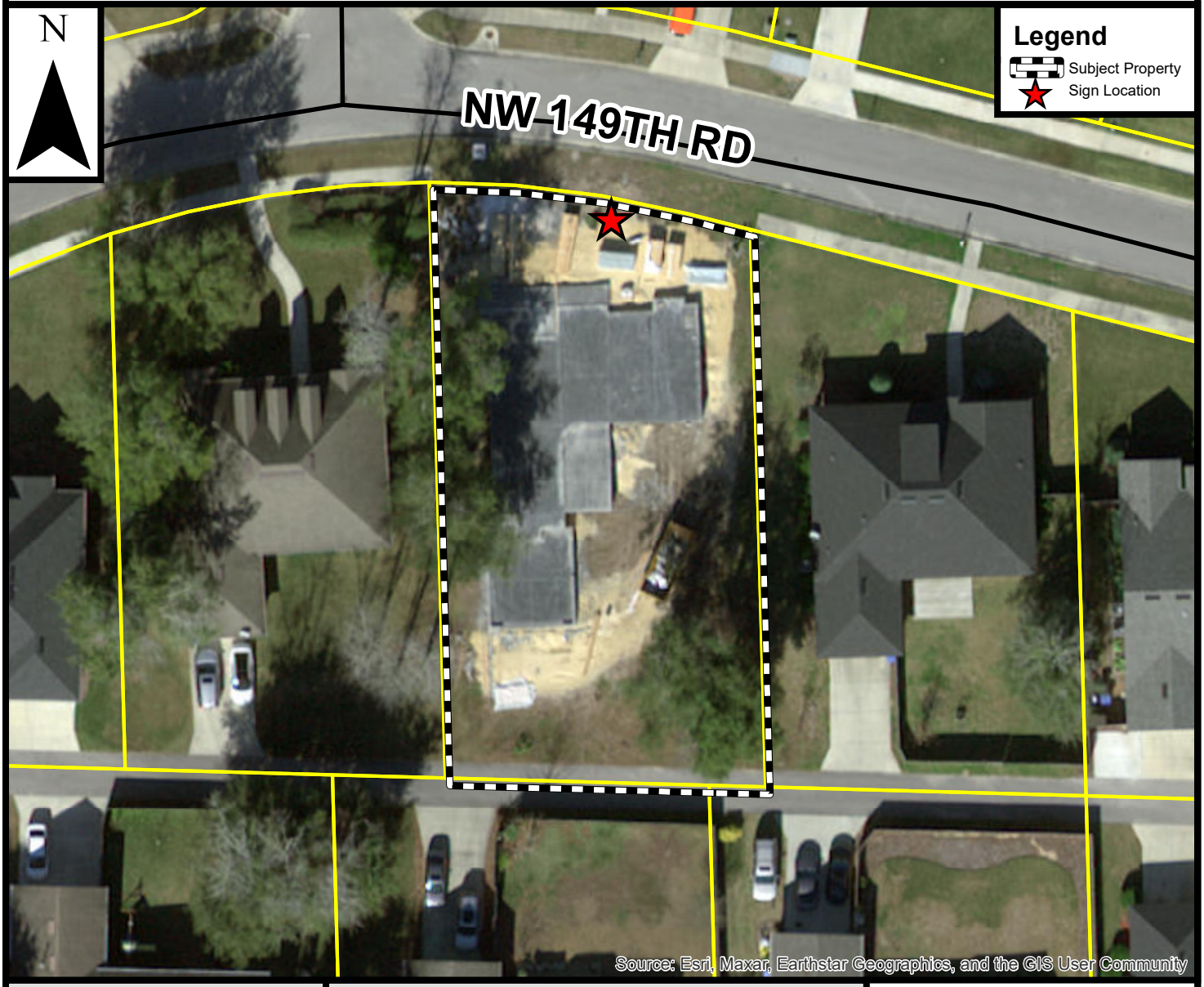
IMPORTANT INFORMATION REGARDING POSTED NOTICE SIGNS

Pursuant to Section 2.2.9(D) of the City's Land Development Regulations, posted notice signs must be placed on the land that is the subject of the application, along each street which is adjacent to or runs through the land in a manner that makes them clearly visible. Signs shall be posted at intervals of not more than 400 feet when the land subject to the application has less than 1,500 feet of road frontage. When the land subject to the application has 1,500 feet or more of road frontage, signs shall be posted at intervals of not more than 1,320 feet.

Signs shall be inspected by the City subsequent to their posting. The applicant shall be responsible for ensuring that the posted notice is maintained on the land subject to the application until the completion of the final public hearing on the application.

Signs must be removed by the applicant and returned to the City within ten days after the final decision on the application.

Replat of Lot 53, Wyndswept Hills
Minor Subdivision



Prepared by the City of Alachua
Planning & Community Development Department

Prepared June 2023

DISCLAIMER: Data is provided "as is" without warranty of any representation of accuracy, timeliness, or completeness. The burden of determining accuracy, timeliness, or completeness for use rests solely on the requestor. The City makes no warranties, expressed or implied, as to the use of the data. The requestor acknowledges and accepts the limitations of the data, including the fact that the data is dynamic and in a constant state of maintenance, correction, and update.

0 15 30 60 Feet

Mailed 6/26/23
JWT

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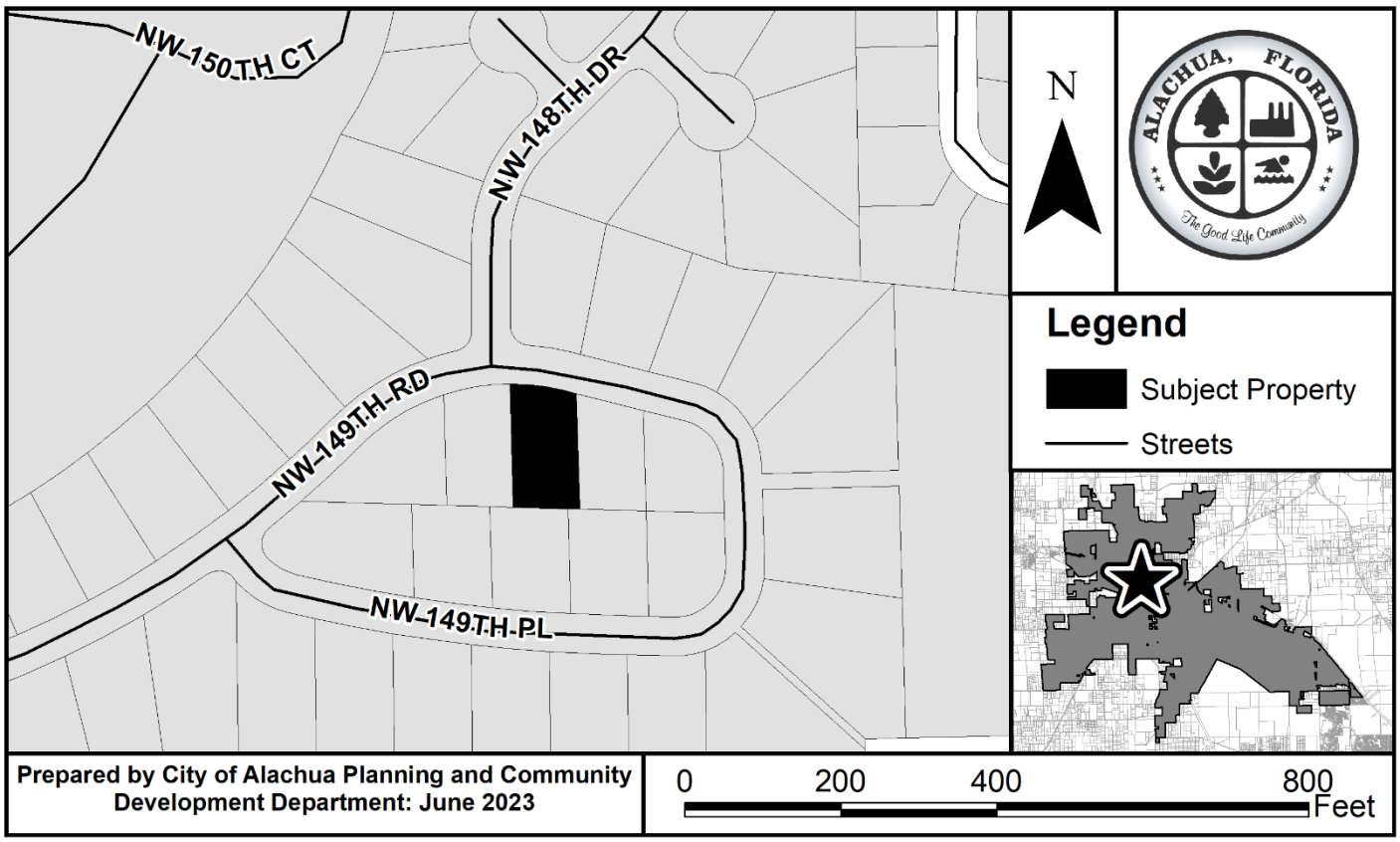

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03863-020-010
DENNIS GUY DURRELL & VALERIE KAY
14812 NW 149TH RD
ALACHUA, FL 32615

03863-020-009
GRAYSON & JAVERS
14834 NW 149TH RD
ALACHUA, FL 32615

03863-020-015
YOUNG ANTWAN A & RENEE A
14843 NW 149TH PL
ALACHUA, FL 32615

03863-020-054
WELLS TYLER & COURTNEY
14857 NW 149TH RD
ALACHUA, FL 32615

03863-020-007
WHITE MARCI
14878 NW 149TH RD
ALACHUA, FL 32615

03863-020-017
KEENE BEVERLY A TRUSTEE
14907 NW 149TH PL
ALACHUA, FL 32615

03863-020-046
CHOPADA NISHA RAMAN
14921 NW 150TH LN
ALACHUA, FL 32615

03863-020-012
HILL THOMAS L II & STACY L
14949 NW 148TH WAY
ALACHUA, FL 32615

03863-020-060
CLAYTON DANIEL LEE & REBECKA
14970 NW 149TH PL
ALACHUA, FL 32615

03863-020-019
MILLAN TERANCE F & SUSAN B
14989 NW 149TH PL
ALACHUA, FL 32615

03863-020-003
PROWANT CHRISTOPHER A & CHRISTINA K
14816 NW 151ST LN
ALACHUA, FL 32615

03863-020-056
HANCOCK-SMITH & SMITH M/C
14838 NW 149TH PL
ALACHUA, FL 32615

03863-020-005
FORD & GOODE
14849 NW 151ST LN
ALACHUA, FL 32615

03863-020-057
MCKNIGHT MARY A
14864 NW 149TH PL
ALACHUA, FL 32615

03863-020-053
BONNER NANCY W
14884 NW 149TH RD
ALACHUA, FL 32615

03863-020-052
CUNNINGHAM SALLY ALEXIS
14913 NW 149TH RD
ALACHUA, FL 32615

03863-020-059
CASWELL CHAD W & LAURA K
14936 NW 149TH PL
ALACHUA, FL 32615

03863-020-047
MONTALVO MARITZA AMALY RIVERA
14953 NW 150TH LN
ALACHUA, FL 32615

03863-020-011
DAVIS & FLAHERTY
14971 NW 148TH WAY
ALACHUA, FL 32615

03864-003-000
SYLVA VICTORIA LIFE ESTATE
15006 NW 147TH AVE
ALACHUA, FL 32615

03863-020-004
PASCALE & PASCALE
14825 NW 151ST LN
ALACHUA, FL 32615

03863-020-055
NIEDERKOHR DEAN A JR & CAROLYN H
14839 NW 149TH RD
ALACHUA, FL 32615-0247

03863-020-008
TIGHE JEFFREY M & RACHEL L LIFE ESTATE
14856 NW 149TH RD
ALACHUA, FL 32615

03863-020-016
MAKOVIC JAMES E & SHANNON E
14875 NW 149TH PL
ALACHUA, FL 32615

03863-020-058
WILEY CHRIS DANIEL & TARA ELIZABETH
14892 NW 149TH PL
ALACHUA, FL 32615

03863-020-013
ESSEGBEY JAMES & JOSCELYN
14915 NW 148TH WAY
ALACHUA, FL 32615

03863-020-018
THOMPSON RONALD W & SANDRA J
14941 NW 149TH PL
ALACHUA, FL 32615

03863-020-051
AHLERS & SOWALSKY
14955 NW 149TH RD
ALACHUA, FL 32615

03863-020-043
PERRYMAN TONY B & TRENETTA L
14972 NW 149TH RD
ALACHUA, FL 32615

03863-020-044
HOWELL PAMELA C
15006 NW 148TH DR
ALACHUA, FL 32615

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03863-020-042
OSBURN & OSBURN
15014 NW 149TH RD
ALACHUA, FL 32615

03863-020-020
DEBOSE GREGORY J & LOLA J
15035 NW 149TH PL
ALACHUA, FL 32615

03863-020-021
SANDERS MARK STUART &
BEVERLY HALE
15077 NW 149TH RD
ALACHUA, FL 32615

03864-002-000
MARACIC GREGORY
PO BOX 1
ALACHUA, FL 32616-0001

03863-020-006
JONAS LARRY M & LINDA F
PO BOX 88
ALACHUA, FL 32616-0088

03863-020-045
MCCOLLUM TRUSTEE & MCCOLLUM
TRUSTEE
15028 NW 148TH DR
ALACHUA, FL 32615

03863-020-041
RUBINS ED
15040 NW 149TH RD
ALACHUA, FL 32615

03863-020-014
WAGNER RICHARD E
3416 S ASHWOOD DR
BLOOMINGTON, IN 47401

03864-001-000
ENNEIS REBECCA A LIFE ESTATE
PO BOX 1723
ALACHUA, FL 32616

03605-020-024
FITZGERALD KATHLEEN E
15030 NW 147TH DR
ALACHUA, FL 32615-5305

03863-020-040
ROVANSEK KIMBERLY
15068 NW 149TH RD
ALACHUA, FL 32615

03869-007-001
ALACHUA DEVELOPMENT LLC
5405 CYPRESS CENTER DR STE 320
TAMPA, FL 33609

03863-020-000
WYNDSWEPT HILLS HOMEOWNERS
ASSOCIATION INC
PO BOX 310
ALACHUA, FL 32616-0310

Pat: avery.com/patents
Étiquettes d'adresse Easy Peel
Repliez à la hachure afin de révéler le rebord Pop-up
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Utilisez le Gabarit Avery 5160

AVERY 5160
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Use Avery Template 5160

Antoinette Endelicato
5562 NW 93rd Avenue
Gainesville, FL 32653

Dan Rhine
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Alachua, FL 32615

Tom Gorman
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Alachua, FL 32653

Richard Gorman
5716 NW 93rd Avenue
Alachua, FL 32653

Peggy Arnold
410 Turkey Creek
Alachua, FL 32615

David Forest
23 Turkey Creek
Alachua, FL 32615

President
TCMOA
1000 Turkey Creek
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Alachua, FL 32616

Lynn Coullias
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Alachua, FL 32615

Lynda Coon
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Alachua, FL 32615

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Michele L. Lieberman
County Manager
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Alachua, FL 32615

Lisia Jenkins
P.O. Box 1071
Alachua, FL 32616

Shasta Schoellhorn
15907 NW 188th St.
Alachua, FL 32615

Carrie Luke
16611 NW 138th Ave.
Alachua, FL 32615

Dena Courtney
P.O. Box 1215
High Springs, FL 32655

George & Joan Walker
12910 NW 151 Rd
Alachua, FL 32615

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commissioners on the topic.

Throughout the meeting there was a tug of war between Cornell, who wanted to discuss the meat processing facility and other environmental projects, and Marlowe, who seemed primarily interested in hearing that the County would move the repairs for CR 337 up to 2026.

At one point Marlowe opened the floor for citizens to comment on their experience with CR 337 and the need for the road to be made safer. Approximately 18 people addressed both Commissions to explain just how dangerous the roadway was and their concerns about safety.

Alachua County Public Works Director Ramon D. Gavarrete addressed plans approved by the County Commission. He said that a traffic study had been requested on CR 337 and it should be available in September. He suggested also that a four-way stop and turn lanes would likely remedy the problem with dangerous curves. He estimated the project cost would likely be $9 million.

County Commissioner Mary Alford moved to bump the timeline up on addressing the first segment of CR 337 and instruct City and County staff to work together on creating a funding and timeline solution to present to the commission.

Cornell proposed a substitute motion, which the commission split into two parts. The first part failed, Returning to the original timeline, the commission carried Alford's motion, 3-2.

County Commissioner Marihelen Wheeler asked about the possibility of the county purchasing the land from Newberry instead of leasing it. Newberry City Manager Mike New said for logistics purposes of providing utilities, it is best for the land to be leased, but he and Marlowe expressed openness to working out an agreement that was long-term and permanent enough to satisfy the County. New also mentioned that the County indicated they wanted to have the same type of arrangement with the City that they had when they purchased the property for IFAS, which was also leased.

By the time the floor was opened up for comments on the meat processing facility, midnight. Approximately 14 people, many of whom identified themselves as vegans, addressed the remaining commissioners to speak against the meat processing facility. One person mentioned an online petition against the facility and another explained that a survey had been done and citizens didn't know the facility was even being considered.

The facility was referred to as the "slaughterhouse" and "murder facility." Comments were made about facility workers experiencing PTSD, becoming aggressive because of their job and tending to be more likely to abuse drugs and alcohol.

Speaking on behalf of approving the meat processing facility was the General Coordinator for the Agricultural Justice Project, Leah Cohen. She said that of business.

A local rancher said that people will continue to eat meat whether the plant is approved or not. He pointed out that currently the cattle have to be shipped to another location to be slaughtered and then shipped back, which ends up costing the consumer quite a bit more because of the shipping costs and prices other meat processing facilities charge.

had already run past midnight, the meeting was adjourned.

The topic is on the agenda for a BoCC meeting scheduled for the following day in the County Commission chambers.

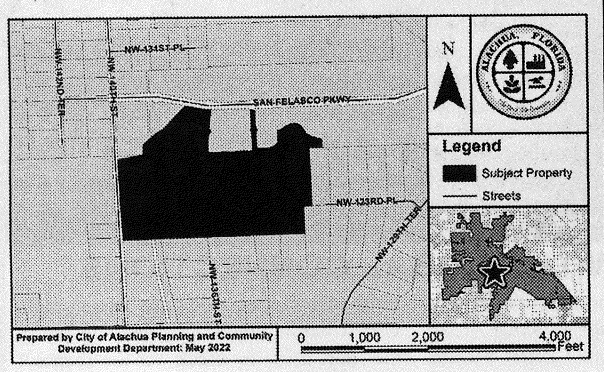
# # #

Email cwalker@alachuatoday.com

City of ALACHUA

NOTICE OF PUBLIC HEARING BEFORE THE CITY COMMISSION OF THE CITY OF ALACHUA, FLORIDA

Notice is hereby given that the City Commission of the City of Alachua will hold a public hearing on July 24, 2023 at 6:00 p.m. The hearing will be held in the James A. Lewis Commission Chambers in City Hall, located at 15100 NW 142nd Terrace, Alachua, Florida, to consider the following: A request by Kevin Smith, PSM, of Causseaux, Hewett, & Walpole, Inc., applicant and agent, for San Felasco Research Ventures, LLC, property owner, for consideration of the Final Plat for Convergence Research Park Residential Phase 2. The final plat proposes to subdivide the ±32.27 acre subject property into a total of 103 lots with associated common areas and road right-of-way. The subject property is located south of San Felasco Parkway, north of Shaw Farms of Alachua and Alachua Highlands, and east of County Road 241. Consisting of portions of Tax Parcel Numbers 03970-000-000 and 03929-000-000; Future Land Use Map (FLUM) Designation: Corporate Park; Zoning: Corporate Park (CP).



At the public hearing, all interested parties may appear and be heard with respect to the application. Copies of the application are available for public inspection at the Planning and Community Development Department, 15100 NW 142nd Terrace, Alachua, Florida, on any regular business day between the hours of 7:30 a.m. to 6:00 p.m. Written comments on the application may be sent to the following address: City of Alachua, Planning and Community Development, P.O. Box 9, Alachua, FL 32616. Notice is given pursuant to Section 286.0105, Florida Statutes, that, in order to appeal any decision made at the public hearing, you will need a record of the proceedings, and that, for such purpose, you may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is to be based. In accordance with the Americans with Disabilities Act, any persons with a disability requiring reasonable accommodation in order to participate in this meeting should call the City Clerk at (386) 418-6100 x 1501 at least 48 hours prior to the public hearing.

(Published: Alachua County Today - July 13, 2023)

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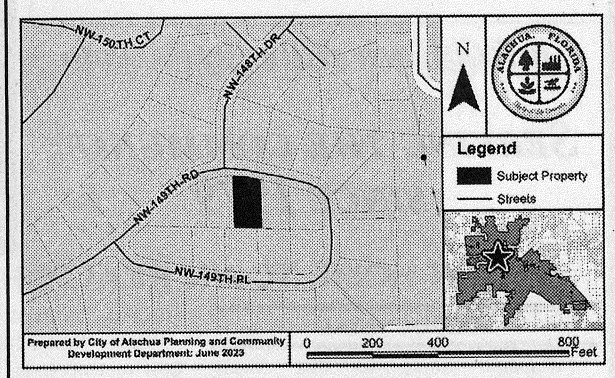

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(Published: Alachua County Today - July 13, 2023)

City of NEWBERRY

NOTICE OF PROPOSED ENACTMENT OF ORDINANCE BY CITY COMMISSION, NEWBERRY, FLORIDA

NOTICE IS HEREBY GIVEN that the proposed Ordinance Number 2023-14, which title hereinafter appears, will be considered for final enactment on Monday, the 24th day of July 2023, at the City Commission meeting starting at 7:00 p.m., in the City Hall at 25440 Newberry Road, Newberry, Florida. A copy of said Ordinance may be inspected by any member of the public at the office of the Clerk of the Commission in the City Hall, Newberry, Florida. On the date first above mentioned, all interested parties may appear and be heard with respect to the proposed ordinance.

ORDINANCE NUMBER 2023-14

AN ORDINANCE OF THE COMMISSION OF CITY COMMISSIONERS OF CITY OF NEWBERRY, FLORIDA, REGARDING IMPACT FEES; CREATING A NEW CHAPTER 87 OF THE CITY OF NEWBERRY CODE OF ORDINANCES ENTITLED IMPACT FEES; PROVIDING GENERAL DEFINITIONS; PROVIDING RULES OF CONSTRUCTION AND GENERAL LEGISLATIVE FINDINGS; PROVIDING ADMINISTRATIVE PROVISIONS RELATED TO THE IMPOSITION, COLLECTION, AND USE OF IMPACT FEES; PROVIDING FOR EXEMPTIONS, ALTERNATIVE IMPACT FEES, AND DEVELOPER CONTRIBUTION CREDITS; PROVIDING FOR IMPACT FEE REVIEW HEARINGS AND NOTICE REQUIREMENTS GOVERNING THE ADOPTION OF IMPACT FEES OR INCREASE OF IMPACT FEE RATES; PROVIDING FOR THE REVIEW OF IMPACT FEES AND FOR ADMINISTRATIVE COSTS; PROVIDING DEFINITIONS AND LEGISLATIVE FINDINGS RELATED TO TRANSPORTATION IMPACT FEES; PROVIDING FOR THE IMPOSITION, COLLECTION, AND USE OF TRANSPORTATION IMPACT FEES; PROVIDING DEFINITIONS AND LEGISLATIVE FINDINGS RELATED TO PUBLIC BUILDING IMPACT FEES; PROVIDING FOR THE IMPOSITION, COLLECTION, AND USE OF PUBLIC BUILDING IMPACT FEES; PROVIDING FOR NOTICE OF IMPACT FEE RATES; PROVIDING FOR SEVERABILITY, CODIFICATION, LIBERAL CONSTRUCTION, AND PROVIDING AN EFFECTIVE DATE.

The public hearing(s) may be continued to one or more future dates. Any interested party shall be advised that the date, time, and place of any continuation of the public hearing shall be announced during the public hearing and that no further notice concerning the matter will be published.

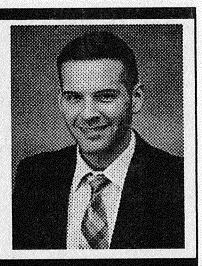
All persons are advised that, if they decided to appeal any decision made at the public hearing(s), they will need a record of the proceedings and, for such purpose, they may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act, persons with disabilities needing a special accommodation for attendance at this meeting should contact MV Transportation, Inc. at 352-375-2784, no later than 72 hours prior to the proceeding. If hearing impaired, call the Florida Relay System at 800-955-8770.

(Published: Alachua County Today - July 13, 2023)

BOUKARI LAW, P.A.
www.BoukariLaw.com

H. BRYAN BOUKARI
ATTORNEY
● REAL ESTATE TRANSACTIONS
● BOUNDARY LINE DISPUTES
● LANDLORD/TENANT
● PUBLIC EMPLOYMENT
● REAL ESTATE LITIGATION



14804 Main Street, Alachua, Florida ● Telephone (386) 462-7LAW (7529)

AFFIDAVIT FOR POSTED LAND USE SIGN

I Debbie Wallen, POSTED THE LAND USE
(name)
SIGN ON 6-22-23 FOR THE Replat of Lot 53, Wyndswept Hills
(date) (state type of action and project name)
LAND USE ACTION.

AS PER ARTICLE 2.2.9 D OF THE LAND DEVELOPMENT REGULATIONS.

THIS WILL BE INCLUDED IN THE STAFF REPORT.

Debbie Wallen
(signature)

1 (one)
(number of signs)

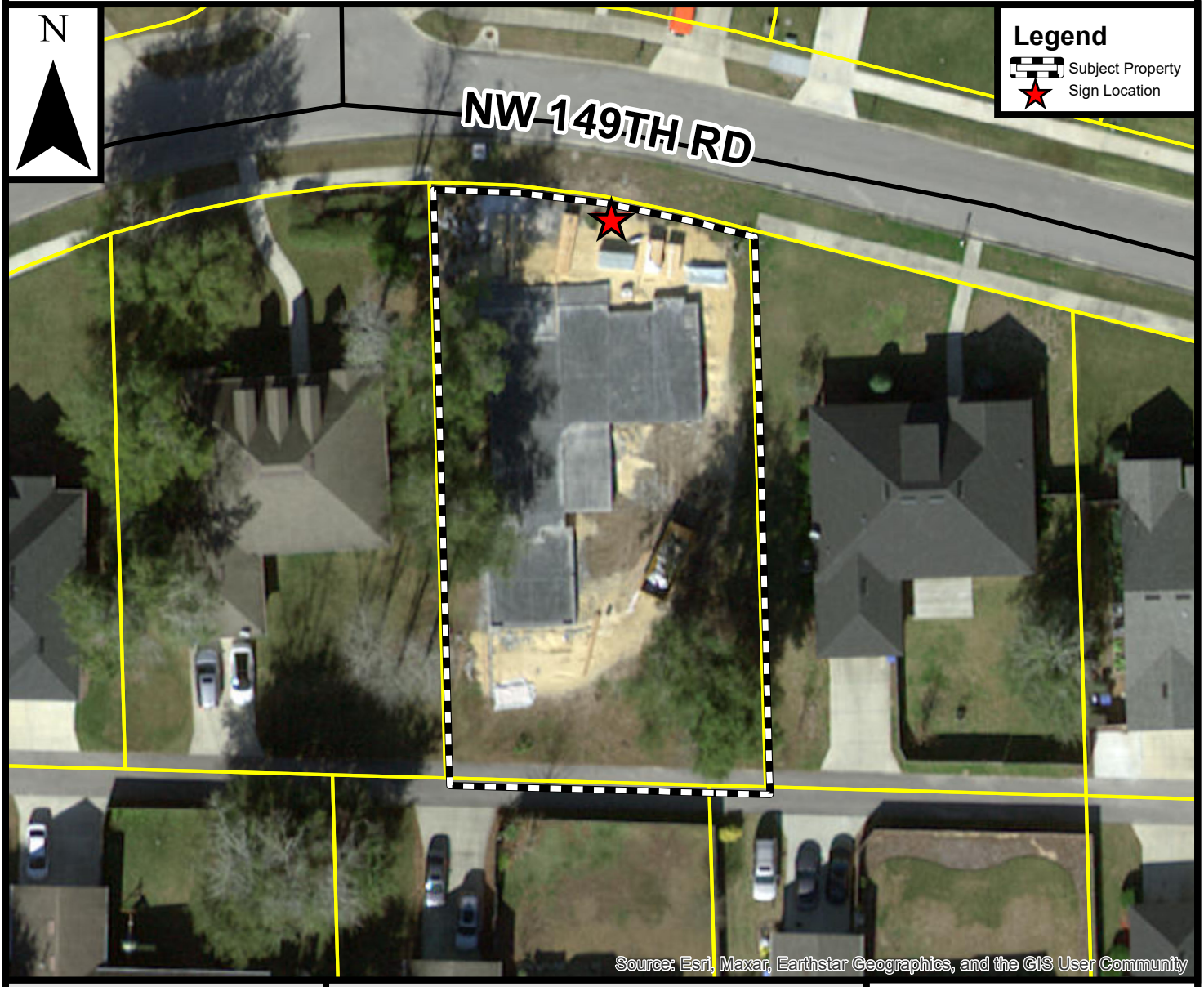
IMPORTANT INFORMATION REGARDING POSTED NOTICE SIGNS

Pursuant to Section 2.2.9(D) of the City's Land Development Regulations, posted notice signs must be placed on the land that is the subject of the application, along each street which is adjacent to or runs through the land in a manner that makes them clearly visible. Signs shall be posted at intervals of not more than 400 feet when the land subject to the application has less than 1,500 feet of road frontage. When the land subject to the application has 1,500 feet or more of road frontage, signs shall be posted at intervals of not more than 1,320 feet.

Signs shall be inspected by the City subsequent to their posting. The applicant shall be responsible for ensuring that the posted notice is maintained on the land subject to the application until the completion of the final public hearing on the application.

Signs must be removed by the applicant and returned to the City within ten days after the final decision on the application.

Replat of Lot 53, Wyndswept Hills
Minor Subdivision



Prepared by the City of Alachua
Planning & Community Development Department

Prepared June 2023

DISCLAIMER: Data is provided "as is" without warranty of any representation of accuracy, timeliness, or completeness. The burden of determining accuracy, timeliness, or completeness for use rests solely on the requestor. The City makes no warranties, expressed or implied, as to the use of the data. The requestor acknowledges and accepts the limitations of the data, including the fact that the data is dynamic and in a constant state of maintenance, correction, and update.

0 15 30 60 Feet

Mailed on 7/10/23
JWT

NOTICE OF PUBLIC HEARING BEFORE THE CITY COMMISSION OF THE CITY OF ALACHUA, FLORIDA

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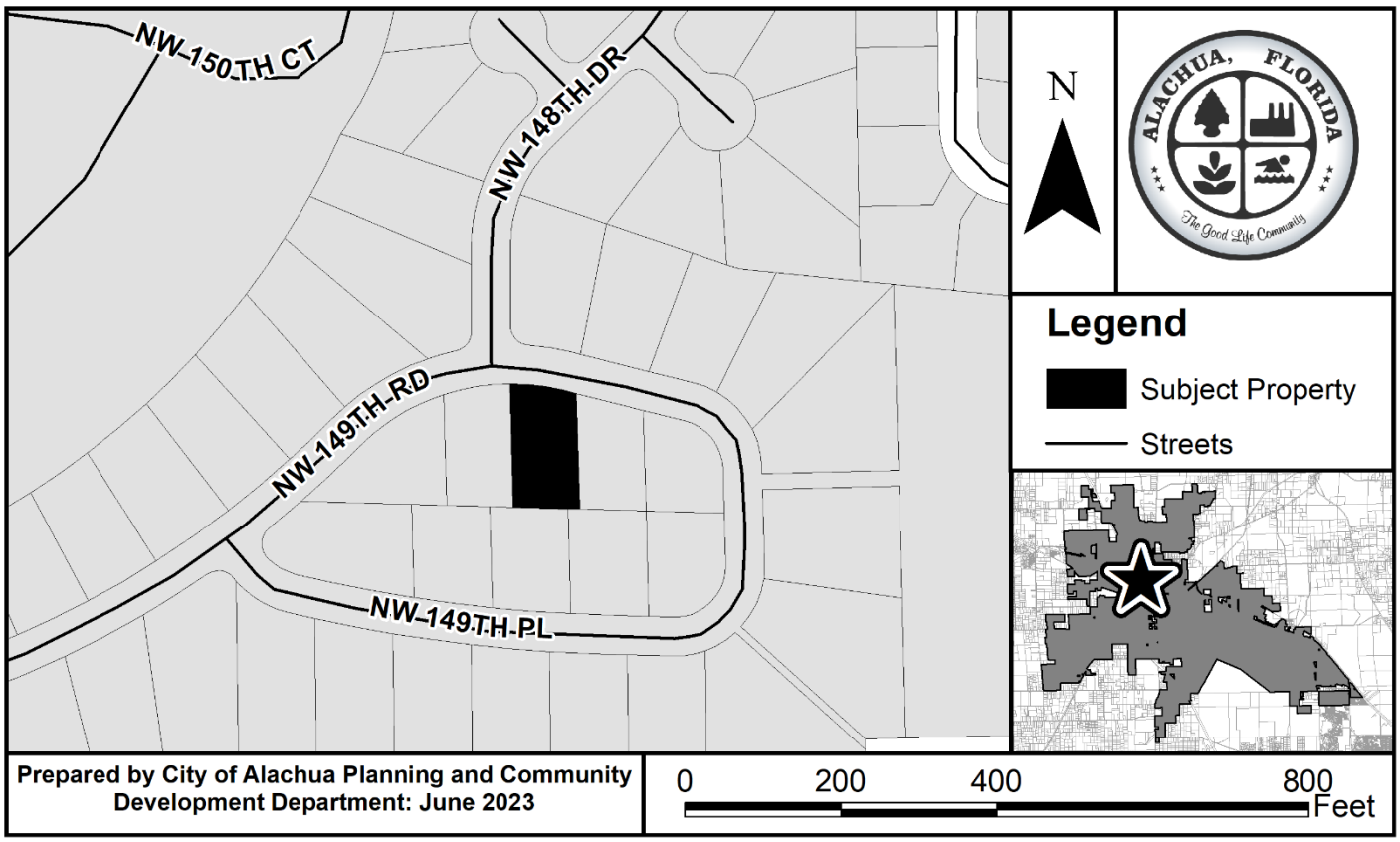

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GRAYSON & JAVERS
14834 NW 149TH RD
ALACHUA, FL 32615

03863-020-015
YOUNG ANTWAN A & RENEE A
14843 NW 149TH PL
ALACHUA, FL 32615

03863-020-054
WELLS TYLER & COURTNEY
14857 NW 149TH RD
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WHITE MARCI
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KEENE BEVERLY A TRUSTEE
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CHOPADA NISHA RAMAN
14921 NW 150TH LN
ALACHUA, FL 32615

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14949 NW 148TH WAY
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03863-020-060
CLAYTON DANIEL LEE & REBECKA
14970 NW 149TH PL
ALACHUA, FL 32615

03863-020-019
MILLAN TERANCE F & SUSAN B
14989 NW 149TH PL
ALACHUA, FL 32615

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PROWANT CHRISTOPHER A & CHRISTINA K
14816 NW 151ST LN
ALACHUA, FL 32615

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HANCOCK-SMITH & SMITH M/C
14838 NW 149TH PL
ALACHUA, FL 32615

03863-020-005
FORD & GOODE
14849 NW 151ST LN
ALACHUA, FL 32615

03863-020-057
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14864 NW 149TH PL
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03863-020-053
BONNER NANCY W
14884 NW 149TH RD
ALACHUA, FL 32615

03863-020-052
CUNNINGHAM SALLY ALEXIS
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ALACHUA, FL 32615

03863-020-059
CASWELL CHAD W & LAURA K
14936 NW 149TH PL
ALACHUA, FL 32615

03863-020-047
MONTALVO MARITZA AMALY RIVERA
14953 NW 150TH LN
ALACHUA, FL 32615

03863-020-011
DAVIS & FLAHERTY
14971 NW 148TH WAY
ALACHUA, FL 32615

03864-003-000
SYLVA VICTORIA LIFE ESTATE
15006 NW 147TH AVE
ALACHUA, FL 32615

03863-020-004
PASCALE & PASCALE
14825 NW 151ST LN
ALACHUA, FL 32615

03863-020-055
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ALACHUA, FL 32615-0247

03863-020-008
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14856 NW 149TH RD
ALACHUA, FL 32615

03863-020-016
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14875 NW 149TH PL
ALACHUA, FL 32615

03863-020-058
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14892 NW 149TH PL
ALACHUA, FL 32615

03863-020-013
ESSEGBEY JAMES & JOSCELYN
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ALACHUA, FL 32615

03863-020-018
THOMPSON RONALD W & SANDRA J
14941 NW 149TH PL
ALACHUA, FL 32615

03863-020-051
AHLERS & SOWALSKY
14955 NW 149TH RD
ALACHUA, FL 32615

03863-020-043
PERRYMAN TONY B & TRENETTA L
14972 NW 149TH RD
ALACHUA, FL 32615

03863-020-044
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ALACHUA, FL 32615

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DEBOSE GREGORY J & LOLA J
15035 NW 149TH PL
ALACHUA, FL 32615

03863-020-021
SANDERS MARK STUART &
BEVERLY HALE
15077 NW 149TH RD
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03864-002-000
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ALACHUA, FL 32616-0001

03863-020-006
JONAS LARRY M & LINDA F
PO BOX 88
ALACHUA, FL 32616-0088

03863-020-045
MCCOLLUM TRUSTEE & MCCOLLUM
TRUSTEE
15028 NW 148TH DR
ALACHUA, FL 32615

03863-020-041
RUBINS ED
15040 NW 149TH RD
ALACHUA, FL 32615

03863-020-014
WAGNER RICHARD E
3416 S ASHWOOD DR
BLOOMINGTON, IN 47401

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ENNEIS REBECCA A LIFE ESTATE
PO BOX 1723
ALACHUA, FL 32616

03605-020-024
FITZGERALD KATHLEEN E
15030 NW 147TH DR
ALACHUA, FL 32615-5305

03863-020-040
ROVANSEK KIMBERLY
15068 NW 149TH RD
ALACHUA, FL 32615

03869-007-001
ALACHUA DEVELOPMENT LLC
5405 CYPRESS CENTER DR STE 320
TAMPA, FL 33609

03863-020-000
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ASSOCIATION INC
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Alachua, FL 32615

Jean Calderwood
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City of Alachua
THE GOOD LIFE COMMUNITY

Commission Agenda Item

MEETING DATE: 9/11/2023
SUBJECT: Ordinance 23-04, Second Reading. An Ordinance of the City of Alachua, Florida, Relating to the Amendment of the City's Land Development Regulations ("LDRS"); Amending Article 4, Section 4.3.4(L), Related to Use-Specific Standards for Warehouse and Freight Movement; Providing a Repealing Clause; Providing Severability; Providing an Effective Date.
PREPARED BY: Kathy Winburn, Planning & Community Development Director

RECOMMENDED ACTION:
Staff recommends that the City Commission approve the proposed amendment to the City's Land Development Regulations upon making the following motion:
Based upon the competent substantial evidence presented at this hearing, the presentation before the Commission, and Staff's recommendation, this Commission finds the proposed text amendments to the City's Land Development Regulations to be consistent with the City of Alachua Comprehensive Plan and in compliance with the Land Development Regulations, and adopts Ordinance 23-04 upon second reading.

Summary

This application is a request submitted by Adam Boukari of Abbfortiss Strategies, to amend the City of Alachua Land Development Regulations (LDRs). The proposed amendments would revise use specific separation requirements for certain uses which fall under the category entitled “Warehouse and Freight Movement.” The Use Specific standards for these uses are located in Section 4.3.4(L) of the LDRs. The following uses are included in Section 4.3.4(L):

- Parcel Services
- Truck or freight terminal
- Warehouse (distribution or storage)

In addition to other use specific standards for the above mentioned uses, the LDRs require a minimum separation of 250 feet from schools, day care centers, residential uses, or vacant land in residential zone districts. The applicant contends that this separation requirement does not consider intervening roadways or how enhanced buffering can serve as an additional separation tool between uses.
The proposed amendment provides two (2) conditions by which the 250-foot separation

requirement can be reduced for the following uses:

- Parcel Services
- Truck or freight terminal
- Warehouse (distribution or storage)

The applicant proposes that a reduction in separation distance could be permitted when an

The applicant proposes that a reduction in separation distance could be permitted when an intervening arterial or collector street exists between the proposed “Warehouse and freight movement” use and the school, daycare center, residential use, or vacant land in a residential zoning district. The applicant contends that this acknowledges that arterial or collector streets by nature provide separation between lands and such streets inherently have impacts on adjacent properties, including traffic, sound and light. The proposed amendment reduces the minimum separation when this condition is met to 100 feet, and to 50 feet when an enhanced landscape buffer is provided.
The second condition that would permit a reduction is when the proposed use provides an enhanced landscape buffer. In such cases, the proposed amendment reduces the minimum separation to 100 feet.

The applicant indicates that the proposed amendment will enable the City to foster continued business growth and incorporate more screening techniques for buffering uses of different types, thereby promoting a healthy and logical development pattern, while protecting neighboring uses.
At the July 11, 2023 Planning & Zoning Board meeting, following discussion of the item, the applicant requested that the item be postponed until the Board's next scheduled meeting on August 8, 2023. The applicant proposed an amendment to the proposed text after the July 11, 2023 meeting and amended the application to reflect such change. The proposed change, related to the two conditions described above, includes the following proposed text: In no case shall the minimum separation be less than 150 feet from the nearest exterior wall of an existing residential dwelling unit to the proposed parcel services, truck or freight terminal or warehouse (distribution or storage) use.
At the August 8, 2023 Planning & Zoning Board meeting, the Board voted 3-2 to transmit the item to the City Commission with a recommendation of Approval.
At the August 28, 2023 City Commission meeting, the Commission voted 4-0 to approve Ordinance 23-04 upon first reading.

ATTACHMENTS:

Description

- Staff Report
- Application and supporting materials
- Ordinance 23-04
- Draft PZB Minutes 07/11/2023
- Draft PZB minutes 8/8/2023
- Public Notice ACT CCOM2
- Public Notice Gainesville Sun CCOM 2
- Public Notice- Gainesville Sun CCOM1
- Public Notice-ACT CCOM1
- Public Notice-PZB

City of Alachua

Planning & Community Development Department

Staff Report

Planning & Zoning Board Hearing Date: August 8, 2023

Legislative Hearing

SUBJECT: A request to amend the City of Alachua Land Development Regulations by amending Article 4, Section 4.3.4(L) related to Use Specific Standards for Warehouse and Freight Movement.

APPLICANT/AGENT: Adam Boukari, Abbfortis Strategies

PROJECT PLANNER: Kathy Winburn, Planning & Community Development Director

RECOMMENDATION: Staff recommends that the Planning & Zoning Board find the proposed text amendments to the City's Land Development Regulations to be consistent with the City of Alachua Comprehensive Plan and in compliance with the City's Land Development Regulations and transmit such finding to the City Commission with a recommendation to approve.

RECOMMENDED MOTION: *Based upon the presentation to this Board and Staff's recommendation, this Board finds the proposed text amendments to the City's Land Development Regulations to be consistent with the City of Alachua Comprehensive Plan and in compliance with the City's Land Development Regulations and transmits such finding to the City Commission with a recommendation to approve.*

SUMMARY

This application is a request submitted by Adam Boukari of Abbfortis Strategies, to amend the City of Alachua Land Development Regulations (LDRs). The proposed amendments would revise use specific separation requirements for uses which fall under the category entitled "Warehouse & Freight Movement." The Use Specific standards for these uses are located in Section 4.3.4(L) of the LDRs. The following uses are included in Section 4.3.4(L):

- Parcel Services
- Truck or Freight Terminal
- Warehouse (distribution and storage)

In addition to other use specific standards for the above mentioned uses, the LDRs require a minimum separation of 250 feet from schools, day care centers, residential uses, or vacant land in residential zone districts. The applicant contends that this separation requirement does not consider intervening roadways or how enhanced buffering can serve as an additional separation tool between uses.

The proposed amendment provides two (2) conditions by which the 250-foot separation requirement can be reduced for the following uses:

- Parcel Services
- Truck or freight terminal
- Warehouse (distribution and storage)

The applicant proposes that a reduction in separation distance could be permitted when an intervening arterial or collector street exists between the proposed "Warehouse and Freight Movement" use and the school, daycare center, residential use, or vacant land in a residential zoning district. The applicant contends that this acknowledges that arterial or collector streets by nature provide separation between lands and such streets inherently have impacts on adjacent properties, including traffic, sound and light. The proposed amendment reduces the minimum separation when this condition is met to 100 feet, and to 50 feet when an enhanced landscape buffer is provided.

The second condition that would permit a reduction in separation is when the proposed use provides and enhanced landscape buffer. The applicant contends that, in some ways, landscaping can serve as a more effective buffering technique than distance separation alone, and that neighboring uses can be mitigated from sound and light sources, and provide more privacy than distance separation. The proposed amendment reduces the minimum separation when this condition is met to 100 feet when an enhanced landscape buffer is provided.

In both conditions, the proposed use shall not be closer than 150 feet from the nearest exterior wall of an existing residential dwelling.

The applicant indicates that the existing minimum separation standard for "warehouse and freight movement uses" can create challenges to compactness and function, and that the proposed amendment will be able to foster continued business growth and incorporate more screening techniques for buffering uses of different types, thereby promoting a healthy and logical development pattern while protecting neighboring uses.

PROPOSED LDR TEXT AMENDMENTS

Strikethrough represents text to be stricken. Underline represents text to be added.

Sec. 4.3. Use specific standards.

4.3.4 *Business uses.*

(L) Warehouse and freight movement

(1) *Parcel services; truck or freight terminal; warehouse (distribution or storage)* shall comply with the following standards:

(a) Minimum separation: Separation distance shall be measured from lot line to lot line. Lots shall be located at least 250 feet from schools, day care centers, residential uses or vacant land in residential zone districts, unless one of the following conditions is met:

(i) The proposed parcel services, truck or freight terminal, warehouse use is located with an intervening arterial or collector street between such use and schools, day care centers, residential uses or vacant land in residential zone districts. In such cases, the minimum separation shall be at least 100 feet. The separation may be further reduced to at least 50 feet when a Type D perimeter buffer that includes 200% of the plantings and 200% of the width in Table 6.2-2 is provided. All plantings and screening shall be placed to create a visual separation between the proposed parcel services, truck or freight terminal or warehouse (distribution or storage) use and schools, day care centers residential uses or vacant land in residential zone districts and to ensure adequate area for full growth of planted trees. In no case shall the minimum separation be less than 150 feet from the nearest exterior wall of an existing residential

dwelling unit to the proposed parcel services, truck or freight terminal or warehouse (distribution or storage) use.

(ii)The proposed parcel services, truck or freight terminal, warehouse use provides a Type D perimeter buffer that includes 200% of the plantings and 200% of the width in Table 6.2-2. All plantings and screening shall be placed to create a visual separation between the proposed parcel services, truck or freight terminal or warehouse (distribution or storage) use and schools, day care centers residential uses or vacant land in residential zone districts and to ensure adequate area for full growth of planted trees. In such cases, the minimum separation from schools, day care centers, residential uses or vacant land in residential zone districts may be reduced to 100 feet. In no case shall the minimum separation be less than 150 feet from the nearest exterior wall of an existing residential dwelling unit to the proposed parcel services, truck or freight terminal or warehouse (distribution or storage) use.

(b) *Displays outside setbacks and buffers*. Not locate storage areas within a required setback or buffer.

(c) *Landscaping*. Landscape front building setback area to provide a buffer between right-of-way and storage areas. Landscape side yard setbacks if the side yard abuts a public right-of-way. Landscaping shall be provided in accordance with Section 6.2.2, Landscaping standards.

(d) *Screening*. Screen all outside storage areas that abut a public right-of-way with a solid (100 percent opaque) wall or fence with a minimum height of eight feet.

(e) *Public address systems*. Have no outdoor speaker or public address system which is audible from single-family lands.

(f) *On-site circulation*. Be designed to ensure proper functioning of the site as related to vehicle stacking, circulation and turning movement.

(g) *Access*. Have direct access onto an arterial or major collector.

CONSISTENCY WITH THE COMPREHENSIVE PLAN

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

VISION ELEMENT

The applicant provides the following analysis of consistency with the Vision Element of the City's Comprehensive Plan:

- Vision Element, Vision Statement states, "*The City will be a business friendly community, encouraging economic development…Alachua will be a leader in fostering quality well-planned growth and redevelopment.*" The proposed amendment encourages compact development of these sought out industries while protecting neighboring uses. By providing conditions by

which the minimum separation for "warehouse and freight movement" can be reduced, the City is promoting development to occur in a compact, logical, and well-planned pattern.

- Vision Element, Goal 3: Transportation Mobility states, "*The City will provide efficient traffic circulation that is safe and convenient, while maintaining or improving the level of service on roadways.*" The proposed amendment, by providing reductions in the minimum separation requirement, promotes compactness of development, following well-established urban/regional planning principles, which creates a more efficient transportation network.

Evaluation & Findings: Staff finds that the proposed amendment will result in additional infill and redevelopment opportunities within the City's Industrial zoned areas, which is consistent with the Vision Element of the City's Comprehensive Plan.

FUTURE LAND USE ELEMENT

The applicant provides the following analysis of consistency with the Future Land Use Element of the City's Comprehensive Plan:

- Future Land Use Element, Objective 1.5: Industrial states, "*This land use category shall provide a broad range of clean industry, warehousing, research, and technology industries, to provide a variety of job opportunities to the citizens of Alachua and the North Florida Region.*" The proposed amendment encourages the development of industrial properties consistent with this Objective by providing alternatives for reductions in the minimum separation requirements for "warehouse and freight movement" uses. These uses, while protecting neighboring uses.
- Future Land Use Element, Policy 1.5.a states, "*Industrial uses, such as warehousing and manufacturing, shall be located and designed in such as manner as to prevent unwanted impacts to adjacent properties."* The proposed amendment encourages the location and design of these uses in a manner that provides improved protection of adjacent properties. By providing for the additional tools of enhanced landscape buffering, neighborhood uses benefit from additional protections beyond just distance separation alone.

Therefore the proposed amendment can more fully mitigate visual and other impacts upon surrounding land uses.

- Future Land Use Element, Objective 2.7: Discouragement of Urban Sprawl states, "*The City shall discourage the proliferation of urban sprawl as set forth in Chapter 163, Florida Statutes.*" The proposed amendment, by providing for reductions in the minimum separation requirement for "warehouse and freight movement," promotes more compact development, maximizing existing and future public facilities and services, which follows a planned development pattern that encourages infill development.
- Future Land Use Element, Policy 4.1.b states, "*The City shall establish flexible standards related to landscaping, buffering, stormwater (to the extent allowable), and parking requirements to encourage infill development*." The proposed amendment provides for alternatives for buffering and landscaping to reduce the minimum separation requirement for "warehouse and freight movement." These reductions encourage infill development. By allowing enhanced landscape buffering to serve as a tool to mitigate impacts on neighboring properties, the proposed amendment provides flexibility as these uses are developed, thereby encouraging infill development.

Evaluation & Findings: Staff finds that the proposed amendment will further the Goals, Objectives, and Policies of the Future Land Use Element of the City's Comprehensive Plan. The proposed amendment will create additional opportunities for infill development for the warehouse and freight movement uses addressed. While additional infill opportunities will be created through this amendment, additional requirements for buffering and landscape will mitigate any negative impacts on adjacent properties.

TRANSPORTATION ELEMENT

The applicant provides the following analysis of consistency with the Transportation Element of the City's Comprehensive Plan:

- Transportation Element, Policy 1.5.e states, "*Where feasible, the City will encourage strategies to facilitate development patterns that support multi-modal solutions, including urban design and appropriate land use mixes, including intensity and density*." The proposed amendment promotes compactness and efficient transportation networks by providing for reductions in the minimum separation requirement for "warehouse and freight movement" uses. By encouraging compactness, the proposed amendment facilitates development patterns that support multimodal solutions, while protecting neighboring uses.

Evaluation & Findings: Staff finds that the proposed amendment, by creating additional infill development opportunities, will further the Transportation Element of the City's Comprehensive Plan. Such development will support a compact and efficient transportation system within the City.

FINDINGS OF FACT: COMPLIANCE WITH LAND DEVELOPMENT REGULATIONS

Subsection 2.4.1(E)(1) of the Land Development Regulations (LDRs) states that, "in determining whether to approve a proposed text amendment to the Land Development Regulations, the City Commission shall find that an application is consistent with the following standards." These standards are listed below, followed by Staff's evaluation.

(a) ***Consistent with Comprehensive Plan*** – *Whether and the extent to which the proposed amendment is consistent with the Comprehensive Plan.*

Evaluation & Findings: An evaluation of the application's consistency with the City's Comprehensive Plan has been provided within this report.

(b) ***Consistent with Ordinances*** – *Whether the proposed amendment is in conflict with any provision of these LDRs or the City Code of Ordinances.*

Evaluation & Findings: The proposed amendments do not conflict with any other provisions of the LDRs or the City Code of Ordinances.

(c) ***Changed Conditions*** *– Whether and the extent to which there are changed conditions that require an amendment.*

Evaluation & Findings: The applicant contends that the City's economic growth has transitioned from primarily greenfield development to greenfield and infill development. As the City continues to develop, new development will continue to occur near existing developed properties. The current separation requirements, in some instances, may disrupt the City's logical development pattern. The natural growth of the community towards infill development has provided for this changed condition. The applicant indicates that the proposed amendment addresses the issue while protecting neighboring uses.

(d) ***Community Need*** *– Whether and the extent to which the proposed amendment addresses a demonstrated community need.*

Evaluation & Findings: Continuing to encourage the growth of "warehouse and freight movement" industries ensure the community need of diverse job opportunities is met. The current minimum separation standard for these uses may hinder the ability of some properties with the Industrial zoning districts to be developed and provide needed job opportunities. The proposed amendment encourages the development of these industries while protecting neighboring properties.

Compatible with Surrounding Uses *– Whether and the extent to which the proposed amendment is consistent with the purpose and intent of the zone districts in these LDRs, or will improve compatibility among uses and will ensure efficient development within the City.*

Evaluation & Findings: The proposed LDR Text Amendment addresses use specific separation requirements for "warehouse and freight movement" uses. These uses are generally permitted in the industrial districts in the City. The applicant contends that the proposed amendment is consistent with the intent of the Industrial zoning districts: Light and Warehouse

Industrial (ILW) and Industrial General (IG). The applicant states that the proposed amendment will improve the City's ability to ensure efficient development, with standards to reduce the minimum separation requirement promoting more compactness and introducing enhanced landscaped buffering into separation alternatives.

Development Patterns *– Whether and the extent to which the proposed amendment would result in a logical and orderly development pattern.*

Evaluation & Findings: The "warehouse and freight movement" uses are required to be consistent with the underlying future land use designations. Therefore, any such use must occur on properties with proper Future Land Use and Zoning designations. The applicant states that the proposed amendment would improve the City's ability to have a logical and orderly development pattern, and that by establishing conditions by which the minimum separation standards can be reduced, the City is maximizing existing and future land use patterns, while protecting neighboring properties.

i. ***Effect on Natural Environment*** *– Whether and the extent to which the proposed amendment would result in significantly adverse impacts on the natural environment, including but not limited to water, air, noise, storm water management, wildlife, vegetation, wetlands, and the natural functioning of the environment.*

Evaluation & Findings: The proposed text amendment does not impact or change any regulations related to the protection of the natural environment.

ii. ***Public Facilities*** *– Whether and the extent to which the proposed amendment would result in development that is adequately served by public facilities (roads, potable water, sewage, storm water management, parks, and solid wastes).*

Evaluation & Findings: The proposed text amendment addresses "warehouse and freight movement". These uses can only occur in business districts within the City. The proposed amendment would

reduce minimum separation requirements when certain conditions are met, including intervening collector/arterial streets. The applicant states that the proposed amendment encourages development to occur where the City's primary public facilities exist along the collector and arterial streets.

City of Alachua

LDR Text Amendment Application

Sec. 4.3.4(L) Use Specific Standards:
Warehouse and Freight Movement

Submitted: March 31, 2023
Revised: June 20, 2023
Revised: July 27, 2023

Abbfortis Strategies
P.O. Box 567
Alachua, FL 32616

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FOR PLANNING USE ONLY
Case #: _____
Application Fee: $_____
Filing Date: _____ Acceptance Date: _____
Review Type: P&Z, CC

City of Alachua
Text Amendment Application

☐ **COMPREHENSIVE PLAN** ☒ **LAND DEVELOPMENT REGULATIONS**

A. APPLICANT

1. Applicant's Status ☒ Applicant ☐ Agent
2. Name of Applicant(s) or Contact Person(s): Adam Boukari Title: Owner
   Company (if applicable): Abbfortis Strategies
   Mailing address: P.O. Box 567
   City: Alachua State: FL ZIP: 32616
   Telephone: ( )_386-682-5553__ FAX: ( ) _____ e-mail: adam@abbfortis.com
3. If the applicant is agent for the property owner*:
   Name of Owner (title holder): _____
   Mailing Address: _____
   City: _____ State: _____ ZIP: _____
   * Must provide executed Property Owner Affidavit authorizing the agent to act on behalf of the property owner.

B. PROPOSAL

1. Description/Location of Section/Goal, Objective, or Policy Requesting to Amend/Add:
   Sec. 4.3.4(L) Warehouse and freight movement
2. Proposed text language and/or explanation of reason for request:
   Provide for conditions by which a reduction in the minimum separation requirement for these uses can occur to encourage efficient, compact and logical development patterns.
3. List any and all new Section/Goal, Objective, or Policy Requested:
   N/A

C. ATTACHMENTS

1. Proposed text in strikethrough/underscore format.
2. Explanation of need and justification.
3. For a text amendment to the Land Development Regulations, reference Section 2.4.1(E)(1).
4. For a Large Scale Comprehensive Plan Amendment to the Comprehensive Plan, demonstrate consistency with the Comprehensive Plan.

I/We certify and acknowledge that the information contained herein is true and correct to the best of my/our knowledge.

Signature of Applicant

Adam Boukari
Typed or printed name and title of applicant

Signature of Co-applicant

Typed or printed name of co-applicant

State of Florida County of Alachua

The foregoing application is acknowledged before me this 31 day of March, 2023 by Adam Boukari who is/are personally known to me or who has/have produced _____ as identification.

NOTARY SEAL

LORETTA LYNN HOPE
MY COMMISSION # GG 979979
EXPIRES: May 19, 2024
Bonded Thru Notary Public Underwriters

Loretta Lynn Hope
Signature of Notary Public, State of Florida

Explanation of Need and Justification

The proposed LDR Text Amendment application revises use specific separation requirements for warehouse and freight movement. The requirements are detailed in Sec. 4.3 Use Specific Standards, particularly Sec. 4.3.4(L). The proposed amendment fosters continued growth along key transportation and utility corridors and protects neighboring uses.

LDR Sec. 4.3.4(L) provides use specific standards for the following uses:

- Parcel services
- Truck or freight terminal
- Warehouse (distribution or storage)

Such uses are industrial in nature and are generally permitted uses in industrial zoning categories.

In addition to other use-specific standards for the abovementioned uses, the LDR require a minimum separation of 250 feet from schools, day care centers, residential uses, or vacant land in residential zone districts. This separation requirement does not consider intervening roadways or how enhanced buffering can serve as an additional separation tool between uses.

The proposed amendment provides two (2) conditions by which the 250-feet separation requirement can be reduced in the following uses:

- Parcel services
- Truck or freight terminal
- Warehouse (distribution or storage)

The first condition that would permit a reduction is when an intervening arterial or collector street exists between the proposed "vehicle sales and services" use and the school, day care center, residential use, or vacant land in residential zone districts. This acknowledges that arterial or collector streets by nature provide separation between lands and such streets inherently have impacts on adjacent properties, including traffic, sound and light. The proposed amendment reduces the minimum separation when this condition is met to 100 feet and 50 feet when an enhanced landscaped buffer is provided.

The second condition that would permit a reduction is when the proposed use provides an enhanced landscape buffer. In such cases, the proposed amendment reduces the minimum separation to 100 feet.

In both conditions, the proposed use shall not be closer than 150 feet from the nearest exterior wall of an existing residential dwelling unit.

The City of Alachua continues to experience greenfield development; however, infill development has begun to occur as well, which will only continue to trend upward. As infill continues, the City has turned its focus on compact patterns of land use and development. The existing minimum separation

standard for the “warehouse and freight movement” can create challenges to compactness and function. The proposed amendment addresses this concern while protecting neighboring uses.

The existing minimum separation requirement also fails to incorporate enhanced landscaped buffering as a tool in separating uses. In some ways, landscaping can serve as a more effective buffering technique than distance separation alone. Through enhanced landscaped buffering, neighboring uses can be mitigated from sound and light sources, and provide more privacy than distance separation. The proposed amendment provides for this alternative.

In reviewing standards, it is helpful to consider neighboring communities and how similar uses are treated. This relates particularly to warehouse and freight movement uses. In contrast to the City of Alachua’s current separation of 250 feet from schools, day care centers, residential uses, or vacant land in residential zone districts, the City of Gainesville’s separation varies from 15-20 feet from residential districts. Meanwhile, Alachua County has maximum separation between industrial uses and single family residential of 50 feet. The separation standards in the proposed amendment are well beyond these neighboring communities’ requirements.

By approving the proposed amendment, the City will be able to foster continued business growth and incorporate more screening techniques for buffering uses of different types, thereby promoting a healthy and logical development pattern while protecting neighboring uses.

Proposed LDR Text Amendment

~~Strikethrough~~ represents text to be stricken. Underline represents text to be added.

Sec. 4.3. Use specific standards.

4.3.4 *Business uses.*

(L) *Warehouse and freight movement.*

(1) *Parcel services; truck or freight terminal; warehouse (distribution or storage).* Parcel services; truck or freight terminal; warehouse (distribution or storage) shall comply with the following standards:

(a) Minimum separation: Separation distance shall be measured from lot line to lot line. Lots shall be located at least 250 feet from schools, day care centers, residential uses or vacant land in residential zone districts, unless one of the following conditions is met:

(i) The proposed parcel services, truck or freight terminal, warehouse use is located with an intervening arterial or collector street between such use and schools, day care centers, residential uses or vacant land in residential zone districts. In such cases, the minimum separation shall be at least 100 feet. The separation may be further reduced to at least 50 feet when a Type D perimeter buffer that includes 200% of the plantings and 200% of the width in Table 6.2-2 is provided. All plantings and screening shall be placed to create a visual separation between the proposed parcel services, truck or freight terminal or warehouse (distribution or storage) use and schools, day care centers residential uses or vacant land in residential zone districts and to ensure adequate area for full growth of planted trees. In no case shall the minimum separation be less than 150 feet from the nearest exterior wall of an existing residential dwelling unit to the proposed parcel services, truck or freight terminal or warehouse (distribution or storage) use.

(ii) The proposed parcel services, truck or freight terminal, warehouse use provides a Type D perimeter buffer that includes 200% of the plantings and 200% of the width in Table 6.2-2. All plantings and screening shall be placed to create a visual separation between the proposed parcel services, truck or freight terminal or warehouse (distribution or storage) use and schools, day care centers residential uses or vacant land in residential zone districts and to ensure adequate area for full growth of planted trees. In such cases, the minimum separation from schools, day care center, residential uses or vacant land in residential zone districts may be reduced to 100 feet. In no case shall the minimum separation be less than 150 feet from the nearest exterior wall of an existing residential dwelling unit to the proposed parcel services, truck or freight terminal or warehouse (distribution or storage) use.

(b) *Displays outside setbacks and buffers.* Not locate storage areas within a required setback or buffer.

(c) *Landscaping.* Landscape front building setback areas to provide a buffer between the right-of-way and storage areas. Landscape side yard setbacks if the side yard abuts a public right-

of-way. Landscaping shall be provided in accordance with Section 6.2.2, Landscaping standards.

(d) *Screening.* Screen all outside storage areas that abut a public right-of-way with a solid (100 percent opaque) wall or fence with a minimum height of eight feet.

(e) *Public address systems.* Have no outdoor speaker or public address system which is audible from single-family lands.

(f) *On-site circulation.* Be designed to ensure proper functioning of the site as related to vehicle stacking, circulation and turning movements.

(g) *Access.* Have direct access onto an arterial or major collector road.

LDR Section 2.4.1(E)(1) Analysis

The below analysis demonstrates consistency with Sec. 2.4.1(E)(1) (a) – (h).

(a) *Consistent with Comprehensive Plan.* Whether and the extent to which the proposed amendment is consistent with the Comprehensive Plan.

Vision Element, Vision Statement states, "*The City will be a business friendly community, encouraging economic development and the establishment and expansion of major job centers in the industries of logistics, manufacturing…Alachua will be a leader in fostering quality well-planned growth and redevelopment.*" The proposed amendment encourages compact development of these sought out industries while protecting neighboring uses. By providing conditions by which the minimum separation for "warehouse and freight movement" can be reduced, the City is promoting development to occur in a compact, logical and well-planned pattern.

Vision Element, Goal 3: Transportation Mobility states, "*The City will provide efficient traffic circulation that is safe and convenient, while maintaining or improving the level of service on roadways.*" The proposed amendment, by providing reductions in the minimum separation requirement, promotes compactness of development, following well-established urban/regional planning principles, which creates a more efficient transportation network.

Future Land Use Element, Objective 1.5: Industrial states, *"This land use category shall provide a broad range of clean industry, warehousing, research, and technology industries, to provide a variety of job opportunities to the citizens of Alachua and the North Central Florida Region."* The proposed amendment encourages the development of industrial properties consistent with this Objective by providing alternatives for reductions in the minimum separation requirements for "warehouse and freight movement" uses, while protecting neighboring uses.

Future Land Use Element, Policy 1.5.a states, "*Industrial uses such as warehousing and manufacturing, shall be located and designed in such a manner as to prevent unwanted impacts to adjacent properties.*" The proposed amendment encourages the location and design of these uses in a manner that provides improved protection of adjacent properties. By providing for the additional tools of enhanced landscaped buffering, neighboring uses benefit from additional protections beyond just distance separation alone. Therefore, the proposed amendment can more fully mitigate visual and other impacts upon surrounding land uses.

Future Land Use Element, Objective 2.7: Discouragement of Urban Sprawl states, "*The City shall discourage the proliferation of urban sprawl as set forth in Chapter 163, Florida Statutes.*" The proposed amendment, by providing for reductions in the minimum separation requirement for "warehouse and freight movement," promotes more compact development, maximizing existing and future public facilities and services, which follows a planned development pattern that encourages infill development, while protecting neighboring uses.

Future Land Use Element, Policy 4.1.b states, "*The City shall establish flexible standards related to landscaping, buffering, stormwater (to the extent allowable), and parking requirements to encourage infill development*." The proposed amendment provides for alternatives for buffering and landscaping to reduce the minimum separation requirement for "warehouse and freight movement." These reductions encourage infill development. By allowing enhanced landscape buffering to serve as a tool to mitigate impacts on neighboring properties, the proposed amendment provides flexibility as these uses are developed, thereby encouraging infill development.

Transportation Element, Policy 1.5.e states, "*Where feasible, the City will encourage strategies to facilitate development patterns that support multi-modal solutions, including urban design and appropriate land use mixes, including intensity and density*." The proposed amendment promotes compactness and efficient transportation networks by providing for reductions in the minimum separation requirement for "warehouse and freight movement" uses. By encouraging compactness, the proposed amendment facilitates development patterns that support multi-modal solutions, while protecting neighboring uses.

(b) *Consistent with ordinances.* Whether the proposed amendment is in conflict with any provision of these LDRs or the City Code of Ordinances.

The proposed amendment provides reductions in the minimum separation requirement of Sec. 4.3.4(L) when certain conditions are met. If approved, no conflict with the LDRs or City Code of Ordinances would exist.

(c) *Changed conditions.* Whether and the extent to which there are changed conditions that require an amendment.

The City of Alachua's economic growth has transitioned from primarily greenfield development to greenfield and infill development. Several years ago, minimum separation requirements were not as adversely impactful as new development occurred around undeveloped properties. As the City continues to develop, new development will continue to occur near existing developed properties. The current separation requirement disrupts the City's logical development pattern. It also discourages compactness which runs counter to urban and regional planning principles. The natural growth of the community to infill development has provided for this changed condition that necessitates an amendment. The proposed amendment addresses this issue while protecting neighboring uses.

(d) *Community need.* Whether and the extent to which the proposed amendment addresses a demonstrated community need.

The City of Alachua has strategically focused on becoming a self-sustaining community. This includes having the necessary opportunities and amenities for its citizens within its corporate limits. Providing a diverse array of job opportunities for all skill levels is a stated goal in the City's Comprehensive Plan, Vision Element. Continuing to encourage the growth of "warehouse and freight movement" industries ensures the community need of diverse job opportunities is met. The current minimum separation standard for these uses hinders the ability of business district properties to be developed to provide these job opportunities. The

proposed amendment encourages the development of these industries while protecting neighboring properties.

(e) *Compatible with surrounding uses.* Whether and the extent to which the proposed amendment is consistent with the purpose and intent of the zone districts in these LDRs, or will improve compatibility among uses and will ensure efficient development within the City.

The proposed amendment addresses use specific separation standards for "warehouse and freight movement." These uses are generally permitted in industrial districts in the City. Of course, the uses contained within "warehouse and freight movement" are required to occur on property that has the appropriate land use and zoning designations.

The Light and Warehouse Industrial District is intended, "to accommodate a wide range of employment-generating office, institutional, research and development, and light manufacturing uses." Further, the ILW District is to, "be developed in a manner compatible with surrounding land uses…" and developments in the ILW District are to, "…protect adjacent land uses…."

The General Industrial District is intended, "to provide lands for industrial uses which can be operated in a relatively clean and quiet manner and which will not be obnoxious to adjacent residential or business districts"

The proposed amendment is consistent and strengthens these intentions. By providing for the additional tools of enhanced landscaped buffering, neighboring uses benefit from additional protections beyond just distance separation alone. Furthermore, the proposed amendment provides that in no case shall the distance separation be less than 150 feet from existing residential uses. Therefore, the proposed amendment can more fully mitigate visual and other impacts upon surrounding land uses.

Additionally, the proposed amendment will improve the City's ability to ensure efficient development, with conditions to reduce the minimum separation requirement promoting more compactness and introducing enhanced landscaped buffering into separation alternatives.

(f) *Development patterns.* Whether and the extent to which the proposed amendment would result in a logical and orderly development pattern.

The "warehouse and freight movement" uses are required to be consistent with underlying future land use designations. Therefore, any such use would continue to have to occur on properly entitled properties. The proposed amendment would improve the City's ability to have a logical and orderly development pattern. By establishing conditions by which the minimum separation standards can be reduced, the City is maximizing existing and future land use patterns, while protecting neighboring properties.

(g) *Effect on natural environment.* Whether and the extent to which the proposed amendment would result in significantly adverse impacts on the natural environment, including but not limited to water, air, noise, stormwater management, wildlife, vegetation, wetlands, and the natural functioning of the environment.

The proposed amendment does not impact or change any LDR related to the protection of the natural environment.

(h) *Public facilities.* Whether and the extent to which the proposed amendment would result in development that is adequately served by public facilities (roads, potable water, sewage, stormwater management, parks, and solid wastes).

The proposed amendment addresses "warehouse and freight movement" uses. These uses can only occur in business districts within the City. The proposed amendment would reduce minimum separation requirements when certain conditions are met, including intervening collector/arterial streets. This amendment in fact encourages development to occur where the City's primary public facilities exist along the collector and arterial streets. The proposed amendment will continue to ensure development is adequality served by public facilities.

ORDINANCE 23-04

AN ORDINANCE OF THE CITY OF ALACHUA, FLORIDA, RELATING TO THE AMENDMENT OF THE CITY'S LAND DEVELOPMENT REGULATIONS ("LDRS"); AMENDING ARTICLE 4, SECTION 4.3.4 (L), RELATED TO USE-SPECIFIC STANDARDS FOR WAREHOUSE AND FREIGHT MOVEMENT; PROVIDING A REPEALING CLAUSE; PROVIDING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

R E C I T A L S

WHEREAS, a Text Amendment ("Amendment") to the City's Land Development Regulations ("LDRs"), as described below, has been proposed; and

WHEREAS, the City advertised a public hearing to be held before the Planning and Zoning Board, sitting as the Local Planning Agency ("LPA"), on June 29, 2023; and

WHEREAS, the LPA conducted public hearings on the proposed Amendment on July 11, 2023 and on August 8, 2023 and the LPA reviewed and considered all comments received during the public hearings concerning the proposed Amendment and made its recommendation to the City Commission; and

WHEREAS, the City advertised public hearings to be held before the City Commission on August 17, 2023, 2023 and on August 31, 2023; and

WHEREAS, the City Commission conducted public hearings on the proposed Amendment on August 28, 2023, and September 11, 2023 and provided for public participation at both public hearings; and

WHEREAS, the City Commission has determined and found the Amendment to be consistent with the City's Comprehensive Plan and City's LDRs; and

WHEREAS, for reasons set forth in this ordinance that is hereby adopted and incorporated as findings of fact, that the Alachua City Commission finds and declares that the enactment of this Amendment is in the furtherance of the public health, safety, morals, order, comfort, convenience, appearance, prosperity, or general welfare;

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

Section 1. Interpretation of Recitals

The above recitals are true and correct and incorporated in this ordinance.

Section 2. Findings of Fact and Conclusions of Law

The authority for the enactment of this ordinance is Chapter 163, Part I, Florida Statutes; Sections 166.021 and 166.041; and the City's Comprehensive Plan.

Section 3. Amendment to the Land Development Regulations

The proposed Amendment to the City Land Development Regulations are attached as Exhibit "A" and are hereby incorporated herein by reference.

Section 4. Codification of and Correction of Scrivener's Errors

The City Manager or designee, without public hearing, is authorized to correct any typographical errors which do not affect the intent of this ordinance. A corrected copy shall be posted in the public record.

Section 5. Ordinance to be Construed Liberally

This ordinance shall be liberally construed in order to effectively carry out the purposes hereof which are deemed to be in the best interest of the public health, safety, and welfare of the citizens and residents of the City of Alachua, Florida.

Section 6. Repealing Clause

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

Section 7. Severability

It is the declared intent of the City Commission of the City of Alachua 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 any 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 the ordinance after the exclusions of such part or parts shall be deemed to be valid.

Section 8. Effective Date

This ordinance shall take effect immediately upon its adoption by the City Commission and the signature of the Mayor.

Passed on First Reading the 28th day of August 2023.

PASSED and **ADOPTED**, in regular session, with a quorum present and voting, by the City Commission, upon second and final reading this 11th day of September 2023.

CITY COMMISSION OF THE
CITY OF ALACHUA, FLORIDA

Gib Coerper, Mayor
SEAL

ATTEST:

Mike DaRoza, City Manager/Clerk

APPROVED AS TO FORM

Marian B. Rush, City Attorney

EXHIBIT "A"

Section 4.3.4 (L) of the City's LDRs is amended as follows (text that is underlined is to be added and text that is shown as ~~strikethrough~~ is to be removed). Except as amended herein, the remainder of Section 4.3.4(L) remains in full force and effect:

Sec. 4.3. Use specific standards.

4.3.4 *Business uses.*

(L) Warehouse and freight movement

(1) *Parcel services; truck or freight terminal; warehouse (distribution or storage)* shall comply with the following standards:

(a) Minimum separation: Separation distance shall be measured from lot line to lot line. Lots shall be located at least 250 feet from schools, day care centers, residential uses or vacant land in residential zone districts, unless one of the following conditions is met:

(i) The proposed parcel services, truck or freight terminal, warehouse use is located with an intervening arterial or collector street between such use and schools, day care centers, residential uses or vacant land in residential zone districts. In such cases, the minimum separation shall be at least 100 feet. The separation may be further reduced to at least 50 feet when a Type D perimeter buffer that includes 200% of the plantings and 200% of the width in Table 6.2-2 is provided. All plantings and screening shall be placed to create a visual separation between the proposed parcel services, truck or freight terminal or warehouse (distribution or storage) use and schools, day care centers residential uses or vacant land in residential zone districts and to ensure adequate area for full growth of planted trees. In no case shall the minimum separation be less than 150 feet from the nearest exterior wall of an existing residential dwelling unit to the proposed parcel services, truck or freight terminal or warehouse (distribution or storage) use.

(ii)The proposed parcel services, truck or freight terminal, warehouse use provides a Type D perimeter buffer that includes 200% of the plantings and 200% of the width in Table 6.2-2. All plantings and screening shall be placed to create a visual separation between the proposed parcel services, truck or freight terminal or warehouse (distribution or storage) use and schools, day care centers residential uses or vacant land in residential zone districts and to ensure adequate area for full growth of planted trees. In such cases, the minimum separation from schools, day care centers, residential uses or vacant land in residential zone districts may be reduced to 100 feet. In no case shall the minimum separation be less than 150 feet from the nearest exterior wall of an existing residential dwelling unit to the proposed parcel services, truck or freight terminal or warehouse (distribution or storage) use.

(b) *Displays outside setbacks and buffers*. Not locate storage areas within a required setback or buffer.

(c) *Landscaping*. Landscape front building setback area to provide a buffer between right-of-way and storage areas. Landscape side yard setbacks if the side yard abuts a public right-of-way. Landscaping shall be provided in accordance with Section 6.2.2, Landscaping standards.

(d) *Screening*. Screen all outside storage areas that abut a public right-of-way with a solid (100 percent opaque) wall or fence with a minimum height of eight feet.

(e) *Public address systems*. Have no outdoor speaker or public address system which is audible from single-family lands.
(f) *On-site circulation*. Be designed to ensure proper functioning of the site as related to vehicle stacking, circulation and turning movement.
(g) *Access*. Have direct access onto an arterial or major collector.

Planning and Zoning Board
Minutes
July 11, 2023

Chair Sandy Burgess
Vice-Chair Joe Hancock
Member Virginia Johns
Member William "Bill" Menadier
Member Dave Ferro
School Board Member Tina Certain

City Manager Mike DaRoza

Planning and Zoning Board
At 6:00 PM
to address the item(s) below.

Meeting Date: July 11, 2023

Meeting Location: James A. Lewis Commission Chambers

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.

Planning and Zoning Board Meeting Minutes

CALL TO ORDER

Chair Sandy Burgess called the meeting to order. Members Joe Hancock and Tina Certain were absent.

INVOCATION

Member Bill Menadier led the invocation.

PLEDGE TO THE FLAG

Led by the Board.

DRAFT

APPROVAL OF THE AGENDA

Member Virginia Johns moved to approve the agenda; seconded by Member Menadier.

Motion Passed by unanimous consent.

I. OLD BUSINESS

II. NEW BUSINESS

A. Approval of the Minutes of the June 13, 2023 PZB Meeting

Member Johns moved to approve the agenda; seconded by Member Dave Ferro.

Passed by unanimous consent.

B. Minor Subdivision – Replat of Lot 53 of Wyndswept Hills: A request by Sergio Reyes, P.E., of EDA Consultants, Inc., applicant and agent for Nancy Bonner, property owner, for consideration of a minor subdivision / replat to adjust the front setback of Lot 53 of Wyndswept Hills from 25 feet to 20 feet; Tax Parcel 03863-020-053 (Quasi-Judicial Hearing).

Assistant Deputy City Clerk Diane Amendola swore in all parties entering testimony during the hearing.

Principal Planner Justin Tabor, AICP, presented the Staff Report.

Stephanie Sutton, of EDA Consultants, Inc., applicant and agent for the property owner, availed herself for questions.

Member Johns moved that based upon the competent substantial evidence presented at this hearing, the presentation before this Board, and Staff's recommendation, this Board finds the application to be consistent with the City of Alachua Comprehensive Plan and in compliance with the Land Development Regulations and recommends that the Board transmit the application to the City Commission of the City of Alachua with a recommendation to approve the Replat of Lot 53 of Wyndswept Hills; seconded by Member Ferro.

Motion Passed 4-0 in a roll call vote.

C. Site Plan – Lane Enterprises: A request by Logan B. Peters, P.E., of JBrown Professional Group, Inc., applicant and agent for Lane Enterprises, LLC and Waco Properties, Inc., property owners, for consideration of a Site Plan proposing the construction of a ±100,840 square foot building and associated site improvements; Tax Parcel Number 03997-000-000 and portions of Tax Parcel Numbers 03983-008-000 and 03983-011-000 (Quasi-Judicial Hearing).

Assistant Deputy City Clerk Amendola swore in all parties entering testimony during the hearing.

Principal Planner Tabor, AICP, presented the Staff Report.

Christopher Potts, P.E., of JBPro, applicant and agent for the property owner, accepted Staff's recommended conditions and availed himself for questions.

Chair Burgess discussed the comments received at the neighborhood meeting.

DRAFT

Mr. Potts responded.

Member Johns moved that based upon the competent substantial evidence presented at this hearing, the presentation before this Board, and Staff's recommendation, this Board finds the application to be consistent with the City of Alachua Comprehensive Plan and in compliance with the Land Development Regulations and approves the Site Plan for Lane Enterprises, LLC and Waco Properties, Inc., subject to the five (5) conditions provided in Exhibit "A" and located on page 17 of the July 11, 2023 Staff Report to the Planning & Zoning Board; seconded by Member Ferro.

Motion Passed 4-0 in a roll call vote.

D. Site Plan – Wawa at Santa Fe Crossings: A request by Christopher Potts, P.E., of JBrown Professional Group, Inc., applicant and agent for Alachua 441/235 LLC., property owner, for consideration of a Site Plan proposing the construction of a ±6,119 square foot gasoline sales establishment with associated site improvements; Consisting of a portion of Tax Parcel Number 03044-003-000 (Quasi-Judicial Hearing).

Assistant Deputy City Clerk Amendola swore in all parties entering testimony during the hearing.

Principal Planner Adam Hall, AICP, presented the Staff Report.

Member Menadier inquired about the conveyance of stormwater from this project to the Santa Fe Crossing master system.

Principal Planner Hall responded.

Christopher Potts, P.E., of JBPro, applicant and agent for the property owner, accepted Staff's recommended conditions and availed himself for questions.

Chair Burgess inquired about modifications to the access for Santa Fe Crossing and the intersection of CR 235-A and US 441.

Mr. Potts responded.

Member Menadier inquired about the connection point of the road within Santa Fe Crossing and CR 235-A.

Mr. Potts responded.

Member Ferro moved that based upon the competent substantial evidence presented at this hearing, the presentation before this Board, and Staff's recommendation, this Board finds the application to be consistent with the City of Alachua Comprehensive Plan and in compliance with the Land Development Regulations and approves the Site Plan for Alachua 441/235, LLC., subject to the four (4) conditions provided in Exhibit "A" and located on page 17 of the July 11, 2023 Staff Report to the Planning & Zoning Board; seconded by Member Johns.

Motion Passed 4-0 in a roll call vote.

DRAFT

E. LDR Text Amendment: A request by Adam Boukari of Abbfortiss Strategies to amend Article 4, Section 4.3.4 (L) relating to Use-specific Standards for Warehouse and Freight Movement (Legislative).

Planning & Community Development Director Kathy Winburn presented the Staff Report.

Member Menadier inquired if a Type D buffer required a fence.

Director Winburn responded.

Member Ferro inquired if there have been any issues with the code sections proposed to be amended.

Director Winburn responded that there were none that she was aware of.

Chair Burgess discussed the hours of operation of uses subject to the proposed amendments and the separation of such uses proximate to existing residential uses.

Member Menadier discussed the separation of such uses and existing residential uses.

Director Winburn responded.

Chair Burgess commented on the separation of such uses within other jurisdictions.

Adam Boukari, of Abbfortis Strategies, Inc., commented on past experiences and issues with the code sections proposed to be amended and provided further clarification regarding the intent of the proposed amendments.

Chair Burgess reiterated her comments regarding the separation of such uses from existing residential uses.

Mr. Boukari responded and clarified the applicability of the proposed amendments when adjacent to existing residential uses.

Member Ferro commented on separation of such uses in other jurisdictions and expressed an opinion that reduced separation is not desirable in the City of Alachua.

City Attorney Marian Rush discussed the opportunities for public comment and implementation of the LDRs at the time of development review.

Member Ferro inquired about the definition of a 'buffer'.

Mr. Boukari responded.

Member Ferro inquired if there is any consideration to sound in the definition of a buffer.

Mr. Boukari responded and commented that distance alone does not work and that trees and fences can attenuate sound.

Member Johns discussed the impacts the existing code requirements could have on new development.

DRAFT

Chair Burgess commented about the impacts of the existing code requirements on new businesses.

Mr. Boukari responded and commented that the proposed amendment cuts down on urban sprawl, promotes compact development, and is one tool in the entire LDRs.

Member Menadier commented on the applicability of the proposed amendments to smaller industrial developments.

Mr. Boukari responded and commented on the residential protection standards and the ability to place conditions on development such as hours of operation.

Chair Burgess inquired about the landscape buffering required under the current code.

Mr. Boukari responded.

Member Menadier inquired about the potential for land use changes to industrial and their affect existing residential areas.

Mr. Boukari responded.

Member Ferro discussed the uses permitted within the Commercial Intensive zone district and the Light & Warehouse Industrial zone district.

City Attorney Rush discussed the application of Planned Developments to address concerns of compatibility with uses adjacent to a development.

Member Johns moved to find the the proposed text amendments to the City's Land Development Regulations to be consistent with the City's Comprehensive Plan and in compliance with the City's Land Development Regulations and to transmit such finding to the City Commission with a recommendation to approve.

Motion Died for lack of a second.

Member Menadier moved to transmit the proposed text amendments to the City Commission with a recommendation of denial; seconded by Member Ferro.

Mr. Boukari requested the Board withdraw the motion and consider a motion to recommend approval with specified changes to the proposed text.

City Attorney Rush responded and advised the Board that due to recent legislation it is possible to postpone the consideration of the application to the next Board meeting.

Mr. Boukari clarified that he requests the Board identify specific concerns they would like to see addressed through revisions to the proposed amendments.

Chair Burgess noted there was a motion on the floor.

City Attorney Rush advised the Board that the motion may be held in abeyance so the Board could consider Mr. Boukari's request.

DRAFT

Member Menadier discussed the applicability of the proposed amendments on future industrial development.

Member Ferro commented that in his opinion there was no need for this amendment at this time.

Member Johns shared a desire to increase flexibility for Staff to coordinate with developers to address concerns regarding compatibility between industrial uses and existing residential uses.

Member Menadier noted there are other industrial uses that may be allowed but are less intense than those affected by the proposed amendments.

Mr. Boukari responded.

Chair Burgess inquired if the proposed setback reductions could be considered by Special Exception or variance.

Member Ferro inquired of the City Attorney how long consideration of the motion on the floor may be held in abeyance and expressed concerns regarding postponing consideration of the motion.

City Attorney Rush responded.

Mr. Boukari responded and noted the applicant may speak to the motion and no disrespect is intended to the maker of the motion.

City Attorney Rush responded and clarified the uses that would be subject to the proposed amendments.

Chair Burgess discussed the proposed amendment that would reduce the distance when adjacent to an arterial or collector road.

Mr. Boukari responded.

Member Menadier commented about the affect of industrial uses near large agricultural properties.

Mr. Boukari responded.

Member Menadier commented on the impact of code changes to residents over time.

Chair Burgess inquired of the applicant if there is any modification of the proposed text that could be considered to address the Board's concerns.

Mr. Boukari responded.

Member Menadier commented on the public input process at public hearings and the ability of the Board to require a development to address public concerns.

Mr. Boukari responded.

Chair Burgess discussed the Board's responsibility when considering a Site Plan.

City Attorney Rush responded.

DRAFT

Member Ferro inquired about the proposed amendments and the use of the terms 'shall' and 'may'.

Mr. Boukari responded.

City Attorney Rush noted that if the Board transmits the application to the City Commission and the City Commission wishes to amend the proposed text the application would need to be referred back to the Board.

Mr. Boukari acknowledged City Attorney Rush's statement.

City Attorney Rush advised the Board that they may return to consideration of the motion if there is no further discussion.

Mr. Boukari inquired if the Board may consider postponement of action on the application.

City Attorney Rush responded.

Mr. Boukari requested the application be postponed to the next meeting.

Director Winburn noted the next meeting is scheduled for August 8, 2023.

Member Ferro inquired how the request interfaces with the motion on the floor.

City Attorney Rush responded.

Chair Burgess acknowledged the applicant's request to postpone consideration of the item until the Board's next meeting scheduled for August 8, 2023.

III. BOARD COMMENTS/DISCUSSION

None.

IV. CITIZENS COMMENTS

None.

ADJOURN

Member Johns moved to adjourn the meeting; seconded by Member Menadier.

Motion Passed by unanimous consent.

ATTEST:

PLANNING AND ZONING BOARD OF THE CITY OF ALACHUA, FLORIDA

_____
Presiding Officer

_____
Staff Liaison

DRAFT

Planning and Zoning Board
Minutes
August 8, 2023

Chair Sandy Burgess
Vice-Chair Joe Hancock
Member Virginia Johns
Member William "Bill" Menadier
Member Dave Ferro
School Board Member Tina Certain

City Manager Mike DaRoza

Planning and Zoning Board
At 6:00 PM
to address the item(s) below.

Meeting Date: August 8, 2023

Meeting Location: James A. Lewis Commission Chambers

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.

Planning and Zoning Board Meeting Minutes

CALL TO ORDER

Led by Chair Sandy Burgess.

INVOCATION

Led by Chair Burgess.

PLEDGE TO THE FLAG

Led by Chair Burgess.

APPROVAL OF THE AGENDA

DRAFT

Member Bill Menadier moved to approve the agenda; seconded by Member Virginia Johns.

Chair Burgess opened the floor for comments.

There were no comments.

Motion Passed 5-0 on a roll call vote.

I. OLD BUSINESS

A. LDR Text Amendment: A request by Adam Boukari of Abbfortis Strategies to amend Article 4, Section 4.3.4 (L) relating to Use-specific Standards for Warehouse and Freight Movement (Legislative).

Planning & Community Development Director Kathy Winburn presented the Staff Report.

Applicant Adam Boukari, of Abbfortis Strategies Inc,
presented additional information and availed himself for questions.

Member Menadier asked several questions about screening and buffering.

Mr. Boukari responded.

Planning & Community Development Director Winburn clarified information from the LDR's to address questions.

Member Dave Ferro asked several questions about language.

City Attorney Rush responded.

Chair Burgess asked the board members for any additional questions or comments.

There were no other questions or comments.

Member Johns moved Based upon the presentation to the board, and Staff's recommendation, this Board finds that the proposed text amendment to the City's Land Development Regulations to be consistent with the City of Alachua's Comprehensive Plan, and in compliance with the City's Land Development Regulations, and transmits such finding to the City Commission with the recommendation to approve; Seconded by Vice Chair Joe Hancock.

Chair Burgess opened the floor for comments.

Mitch Glaeser with San Felasco Tech City stated he felt positive about the intent of the ammendment.

Motion Passed 3-2 on a roll call vote.

DRAFT

II. NEW BUSINESS

None.

III. BOARD COMMENTS/DISCUSSION

None.

IV. CITIZENS COMMENTS

None.

ADJOURN

Member Johns moved to adjourn; seconded by Member Menadier.

Motion passed by unanimous consent.

ATTEST:

PLANNING AND ZONING BOARD OF THE CITY OF ALACHUA, FLORIDA

_____
Presiding Officer

_____
Staff Liaison

DRAFT

City of ALACHUA

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

Notice is hereby given that the City Commission of the City of Alachua will hold a public hearing on a proposed ordinance. The hearing will be held on September 11, 2023 at 6:00 p.m., in the James A. Lewis Commission Chambers in City Hall, located at 15100 NW 142nd Terrace, Alachua, Florida.

The ordinance title is as follows:

ORDINANCE 23-04

AN ORDINANCE OF THE CITY OF ALACHUA, FLORIDA, RELATING TO THE AMENDMENT OF THE CITY'S LAND DEVELOPMENT REGULATIONS; AMENDING ARTICLE 4, SECTION 4.3.4(L) RELATED TO USE-SPECIFIC STANDARDS FOR WAREHOUSE AND FREIGHT MOVEMENT; PROVIDING A REPEALING CLAUSE; PROVIDING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

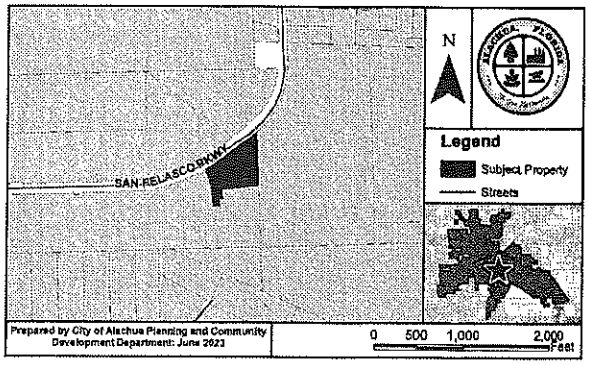
At the public hearing, all interested parties may appear and be heard with respect to the application. Copies of the application are available for public inspection at the Planning and Community Development Department, 15100 NW 142nd Terrace, Alachua, Florida, on any regular business day between the hours of 7:30 a.m. to 6:00 p.m. Written comments on the application may be sent to the following address: City of Alachua, Planning and Community Development, P.O. Box 9, Alachua, FL 32616. Notice is given pursuant to Section 286.0105, Florida Statutes, that, in order to appeal any decision made at the public hearing, you will need a record of the proceedings, and that, for such purpose, you may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is to be based. In accordance with the Americans with Disabilities Act, any persons with a disability requiring reasonable accommodation in order to participate in this meeting should call the City Clerk at (386) 418-6100 x 1501 at least 48 hours prior to the public hearing.

(Published: Alachua County Today - August 31, 2023)

City of ALACHUA

NOTICE OF PUBLIC HEARING BEFORE THE PLANNING AND ZONING BOARD OF THE CITY OF ALACHUA, FLORIDA

Notice is hereby given that the Planning and Zoning Board of the City of Alachua will hold a public hearing on September 12, 2023, at 6:00 p.m. The hearing will be held in the James A. Lewis Commission Chambers in City Hall, located at 15100 NW 142nd Terrace, Alachua, Florida, to consider the following: A request by Travis Hastay, P.E., of Causseaux, Hewett, & Walpole, Inc., applicant and agent for San Felasco Research Ventures, LLC, property owner, for consideration of a Site Plan proposing the construction of a total of ±20,227 square feet of new building area, comprised of six (6) buildings ranging in size from ±665 square feet to ±6,496 square feet on a ±6.42 acre subject property; Tax Parcel Number 03929-000-000; FLUM: Corporate Park; Zoning: Corporate Park (CP).



At the public hearing, all interested parties may appear and be heard with respect to the application. Copies of the application are available for public inspection at the Planning and Community Development Department, 15100 NW 142nd Terrace, Alachua, Florida, on any regular business day between the hours of 7:30 a.m. to 6:00 p.m. Written comments on the application may be sent to the following address: City of Alachua, Planning and Community Development, P.O. Box 9, Alachua, FL 32616. Notice is given pursuant to Section 286.0105, Florida Statutes, that, in order to appeal any decision made at the public hearing, you will need a record of the proceedings, and that, for such purpose, you may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is to be based. In accordance with the Americans with Disabilities Act, any persons with a disability requiring reasonable accommodation in order to participate in this meeting should call the City Clerk at (386) 418-6100 x 1501 at least 48 hours prior to the public hearing.

(Published: Alachua County Today - August 31, 2023)

New plan makes more eligible for OT

Proposal for American workers now subject to public commentary

Alexandra Olson
ASSOCIATED PRESS

"I've heard from workers again and again about working long hours, for no extra pay, all while earning low salaries that don't come anywhere close to compensating them for their sacrifices," acting Secretary of Labor Julie Su said in a prepared statement. MICHAEL WYKE/AP FILE

NEW YORK – The Biden administration proposed a new rule Wednesday that would make 3.6 million more U.S. workers eligible for overtime pay, the most generous such increase in decades.

The rule revives an Obama-era effort that faced strong pushback from business leaders and Republicans and was ultimately scuttled in court. Labor advocates and liberal lawmakers have pushed the Biden administration to take the fight back up, arguing that overtime protections have been sharply eroded over the decades by wage stagnation and inflation.

The proposed regulation, unveiled by the Department of Labor, would require employers to pay overtime to salaried workers who are in professional, administrative and professional roles but make less than $1,059 a week, or $55,068 a year for full-time employees. That salary threshold is up from $35,568 level that has been in place since 2019 when the Trump administration raised it from $23,660, in a more modest increase than President Barack Obama's earlier proposal.

The rule, which is subject to a public commentary period and wouldn't take effect for months, would have the biggest impact on retail, food, hospitality, manufacturing and other industries where many managerial employees meet the new threshold.

"I've heard from workers again and again about working long hours, for no extra pay, all while earning low salaries that don't come anywhere close to compensating them for their sacrifices," acting Secretary of Labor Julie Su said in a prepared statement.

The new rule is certain to face criticism from business groups that mounted the successful legal challenge against a similar regulation that Biden announced as vice president during the Obama administration, when he sought to raise the threshold to more than $47,000. But it also falls short of the demands by some liberal lawmakers and unions for an even higher salary threshold than the proposed $55,000.

Under the Fair Labor Standards Act, almost all U.S. hourly workers are entitled to overtime pay after 40 hours a week, at no less than time-and-half their regular rates. But salaried workers who perform executive, administrative or professional roles are exempt from that requirement unless they earn below a certain level.

The left-leaning Economic Policy Institute has estimated that about 15% of full-time salaried workers are entitled to overtime pay under the Trump-era policy. The new rule would almost double that to nearly 30%, according to Labor Department figures.

That's still fewer than the more than 60% of salaried workers who were entitled to overtime pay in the 1970s, according to the liberal Economic Policy Institute. The overtime rule has only been sporadically updated over the past decades, with the Trump increase being the first since 2004. The Labor Department's new rule attempts to change that pattern by adopting automatic increases to the salary threshold every three years.

"This is long overdue. It's decades overdue, and it's a really important step," said Economic Policy Institute Heidi Shierholz, who was the chief economist at the Labor Department when the Obama administration tried to enact its overtime rule.

Business leaders argue that setting the salary requirement too high will exacerbate staffing challenges for small businesses, and could force many companies to convert salaried workers to hourly ones to track working time. Businesses that challenged the Obama-era rule had praised the Trump administration policy as balanced, while progressive groups said it left behind millions of workers.

Under the new rule, some 300,000 more manufacturing workers would be entitled to overtime pay, according to the Labor Department. A similar number of retail workers would be eligible, along with 180,000 hospitality and leisure workers, and 600,000 in the health care and social services sector.

The National Retail Federation criticized the proposal and hinted at legal challenges.

"While we are reviewing the impact of this proposal with our members, the proposed number is significantly higher than the rate of inflation," NRF Senior Vice President of Government Relations David French French said in a statement. "Further, the attempt to tie the hands of future administrations through automatic increases exceeds the Department's authority."

Last year, the National Association of Manufacturers warned that it may challenge any expansion of overtime coverage, saying such changes would be disruptive at time of lingering supply chain and labor supply difficulties.

Under the new rule, 27% of salaried workers would be entitled to overtime pay because they make less than the threshold, according to the Labor Department. A smaller number of workers would also become newly eligible because of a change to a rule that excludes very highly paid salaried workers from overtime benefits even if they don't perform administrative, professional or executive duties. The Labor Department proposed raising that salary threshold from $107,432 to $143,988.

The Labor Department said the new threshold for duty-exempt employees brings it in line with the 35th percentile of earnings by full-time salaried workers in the lowest-paid census region, the South. It's less generous than a proposal from a group of Democratic lawmakers, who called for a salary threshold of $82,732 by 2026, in line with the 55th percentile.

In its proposal, the Labor Department said it tried to find a balance that would address one concern raised in legal challenges to the Obama-era policy: that the threshold was so high that it sidelined the so-called "duties" test, which determines whether salaried workers are entitled to overtime pay based on the work they perform.

NOTICE OF ZONING CHANGE

The City of Gainesville, Florida, proposes to adopt the following ordinance rezoning certain property as shown on the map in the advertisement and as more fully set forth in the ordinance, the title of which appears below. A record reading for the ordinance will be held on September 7, 2023, at 10:00 AM or as soon thereafter as may be heard. The meeting will be held in the City Hall Auditorium, 200 E. University Avenue, Gainesville, FL 32601. A copy of the ordinance may be inspected by any member of the public at the office of the City Clerk located at 200 E. University Avenue, Gainesville, FL 32601 during regular business hours. Interested parties may appear at the meeting and be heard.

FOR INFORMATION CALL: 352-334-5022.

Public access to this meeting can be accomplished as follows:

ATTEND IN-PERSON: 200 E. University Avenue, Gainesville, FL 32601.

LIVE MEETING COVERAGE: View and/or listen to the meeting:
- City of Gainesville Website
- https://www.gainesvillefl.gov/Government-Pages/Government-Departments/Communications-Office/Community-12TV-Live-Web-Streaming
- Broadcast on Cox Cable Channel 12
- City of Gainesville Facebook: https://www.facebook.com/CityCommissionLive (optional courtesy)

PUBLIC COMMENT: Submit written or verbal comments on the agenda before and during the meeting.
- By mail to the City of Gainesville, City Clerk, P.O. Box 490, Station 19, 32627-0490
- By email to citycomm@cityofgainesville.org
- By phone before the meeting to the City Clerk's Office at 352-334-5015

All written comments submitted shall be made a part of the public record. If any member of the public requires additional information about this City Commission meeting or has any questions about how to submit a public comment at the meeting, please contact:
Kristen Bryant, City Clerk, Interim
City of Gainesville
200 E. University Avenue, First Floor
Gainesville, FL 32601
352-334-5015
clerks@cityofgainesville.org

Please contact the Clerk's Office at 352-334-5015 to report issues with the technology that the City is using and the technology members of the public are using to provide public access (viewing, listening and/or commenting) to the meeting.
If you have a disability and need an accommodation in order to participate in the meeting, please contact the Office of Equity and Inclusion at 352-334-5051 at least two business days in advance. TTY (Text Telephone Telecommunication Device) users please call 711 (Florida Relay Service). For Speech to Speech (STS) relay, please call 1-877-955-5334. For STS Spanish to Spanish relay, please call 1-877-955-8773. For STS Spanish to English relay, please call 1-844-463-9710.

Ordinance No. 2023-278
An ordinance of the City of Gainesville, Florida, amending zoning conditions and the PD Layout Plan regulating the Planned Development known as Alachua County Court Services, generally located in the vicinity of 220 South Main Street, 326 South Main Street, and 118 SW 4th Avenue, as more specifically described in this ordinance; providing directions to the City Manager; providing a severability clause; providing a repealing clause; and providing an effective date.
All persons are advised that if any person decides to appeal a decision of this body with respect to any matter considered at the above-referenced meeting or hearing, he/she will need a record of the proceedings and for such purpose he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

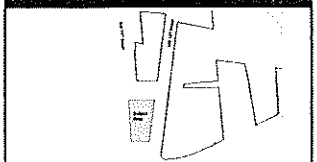
Notice of Voluntary Annexation into the City of Gainesville

NOTICE IS given that the proposed ordinance whose title appears below will be considered on First Reading on Thursday, September 21, 2023 at the City Commission meeting, and if then passed on First Reading will be considered on Second/Adoption Reading on Thursday, October 5, 2023. The meetings begin at 10:00 AM and the ordinance will be read as soon thereafter as may be heard. The meetings are held in the City Commission Auditorium, on the first floor of City Hall, 200 East University Avenue, Gainesville, Florida. A copy of said ordinance that includes a complete legal description by metes and bounds of the area to be annexed may be inspected by any member of the public during regular business hours at the Office of the Clerk of Commission on the First Floor of City Hall located at 200 East University Avenue, Gainesville, Florida. On the dates mentioned above all interested parties may appear at the meetings. For the latest information on this meeting please contact the City Clerk at 1 (352) 334-5015. Live meeting coverage available via the City of Gainesville website at GainesvilleFl.Gov and via broadcast on Cox Cable Channel 12.

Ordinance No. 2023-278

An ordinance of the City of Gainesville, Florida, annexing approximately 2.26 acres of privately-owned property generally located west of SW 13th Street, south of tax parcels 07251-009-001 and 07251-009-002, east of SW 15th Street, and north of SW Williston Road, as more specifically described in this ordinance, as petitioned for by the property owner(s) pursuant to Chapter 171, Florida Statutes; making certain findings; providing for inclusion of the property in Appendix I of the City Charter; providing for land use plan, zoning, and subdivision regulations, and enforcement of same; providing for persons engaged in any occupation, business, trade, or profession; providing directions to the City Clerk; providing a severability clause; providing a repealing clause; and providing an immediate effective date.

General Description



PERSONS NEEDING SPECIAL ACCOMODATIONS SHOULD CONTACT THE EQUAL OPPORTUNITY DEPARTMENT AT 352-334-5051 (TDD 352-334-2069) AT LEAST 48 HOURS PRIOR TO THE MEETING DATE.

NOTE: If any person decides to appeal any decision of this body with respect to any matter considered at the above-referenced meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

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

Notice is hereby given that the City Commission of the City of Alachua will hold a public hearing on a proposed ordinance. The hearing will be held on September 11, 2023 at 6:00 p.m., in the James A. Lewis Commission Chambers in City Hall, located at 15100 NW 142nd Terrace, Alachua, Florida.

The ordinance title is as follows:

ORDINANCE 23-04
AN ORDINANCE OF THE CITY OF ALACHUA, FLORIDA, RELATING TO THE AMENDMENT OF THE CITY'S LAND DEVELOPMENT REGULATIONS; AMENDING ARTICLE 4, SECTION 4.3.4(L) RELATED TO USE-SPECIFIC STANDARDS FOR WAREHOUSE AND FREIGHT MOVEMENT; PROVIDING A REPEALING CLAUSE; PROVIDING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

At the public hearing, all interested parties may appear and be heard with respect to the application. Copies of the application are available for public inspection at the Planning and Community Development Department, 15100 NW 142nd Terrace, Alachua, Florida, on any regular business day between the hours of 7:30 a.m. to 6:00 p.m. Written comments on the application may be sent to the following address: City of Alachua, Planning and Community Development, P.O. Box 9, Alachua, FL 32616. Notice is given pursuant to Section 286.0105, Florida Statutes, that, in order to appeal any decision made at the public hearing, you will need a record of the proceedings, and that, for such purpose, you may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is to be based. In accordance with the Americans with Disabilities Act, any persons with a disability requiring reasonable accommodation in order to participate in this meeting should call the City Clerk at (386) 418-6100 x 1501 at least 48 hours prior to the public hearing.

Will Trump show up at next week's presidential debate?

Steve Peoples and Hannah Fingerhut
ASSOCIATED PRESS

DES MOINES, Iowa – He says he won't sign the pledge required to participate, but former President Donald Trump's Republican rivals are preparing as if he will be onstage for the GOP's first 2024 presidential debate next week.

Former Vice President Mike Pence is hosting mock debate sessions with someone playing the part of the former president. Florida Gov. Ron DeSantis has been participating in weekly debate prep sessions for several weeks with an eye toward drawing clear contrasts with Trump. And Nikki Haley, the former ambassador to the United Nations, is planning to show she can stand up to bullies.

In all, eight Republican candidates have met the Republican National Committee's fundraising and polling thresholds required to qualify for the debate next Wednesday hosted by Fox News in Milwaukee. Trump is among them, although he has said publicly and privately that he's leaning against participating given his big lead in national polls and concerns about the Fox moderators.

Still, the former reality television star, who is a master at shaping media coverage, has yet to rule it out.

He is consumed this week with yet another criminal indictment, this one in Georgia, where prosecutors on Monday used a statute normally associated with mobsters to accuse Trump, lawyers and other aides of a "criminal enterprise" to overturn his 2020 election loss in the state. Even before the latest legal drama, he gave himself a way out of the debate last week when he told Fox News he would not sign a pledge, required of all participants, to support the GOP's eventual nominee.

Republican officials in and around rival campaigns believe Trump will end up on the debate stage regardless of the drama in the days leading up to the high-stakes affair.

"You've got to prepare for two contingencies: one where Trump shows up and one where he doesn't. It makes it more complicated," said Republican strategist Lanhee Chen, who has been in touch with multiple campaigns about their debate preparations. "For many voters, this will be their first introduction to the candidates. ... What they do on this one night may be more substantial than anything else they've done."

Pence has participated in roughly a half-dozen formal debate prep sessions to date, including at least one planned for this week in which a campaign aide previously close to Trump is playing the part of the former president, according to a Pence adviser who spoke on the condition of anonymity to discuss internal strategy.

Campaigning in Iowa over the weekend, Pence indicated he was prepared to confront Trump – and the rest of the large GOP field – on several issues, including abortion. Trump and DeSantis in particular have refused to say whether they would support a federal abortion ban, which Pence has promised to sign if given the chance.

The adviser said Pence is also prepared to stand up to Trump for his role on Jan. 6, 2021. Pence has accused Trump of endangering his family in the attack on the U.S. Capitol, although Pence's team doesn't expect the Fox moderators to press debate participants on the issue.

Republican presidential candidate Nikki Haley's team acknowledges she isn't universally known. An adviser said the primary goal in her debate preparation has been to project that "Nikki is tough, she's going to stand up for America and she's going to stand up to bullies." JEFF ROBERSON/AP

"I've debated Donald Trump a thousand times. Just never with the cameras on," Pence said as he campaigned at the Iowa State Fair over the weekend.

And while Trump will be a major debate focus whether he's there or not, several campaigns believe DeSantis may have the most to lose given his apparent status as Trump's strongest rival. DeSantis' team has done little to lower expectations, despite his struggle on the debate stage in Florida before last fall's reelection.

The DeSantis campaign is preparing him for nonstop attacks from Trump and the rest of the candidates, according to people familiar with DeSantis' planning who were granted anonymity to discuss strategy. The Florida governor is ready to highlight contrasts with Trump as well.

DeSantis has been participating in debate-related question-and-answer sessions at least once a week, having brought in experienced debate strategist Brett O'Donnell to assist.

While preparing for Trump to be on stage, the DeSantis campaign sees it as a win-win situation either way. If Trump shows up, DeSantis' team believes the Florida governor will have a significant opportunity to show contrasts with Trump that's better than anything he's tried using campaign ads or social media posts. And if Trump declines to participate, the campaign feels he'll look weak.

Trump's critics are quick to note that the former president lost support in 2016 after skipping the final presidential debate before voting began and ultimately finished second in the Iowa caucuses.

"Regardless of whether or not Donald Trump is afraid to debate, Ron DeSantis is looking forward to being onstage in Milwaukee talking about his plans to beat Joe Biden, reverse the decline in our nation and revive America's future," said DeSantis spokesman Andrew Romeo.

While much of the attention in the Republican Party's crowded presidential primary has gone to Trump and DeSantis, others are eyeing the nationally televised event as a prime opportunity to break out.

Haley's team acknowledges she isn't universally known, despite a resume that features two terms as South Carolina governor and a role in Trump's Cabinet. An adviser, granted anonymity to discuss strategy, said the primary goal in her debate preparation has been to project that "Nikki is tough, she's going to stand up for America and she's going to stand up to bullies."

Haley made no mention of plans to go on the attack while speaking to reporters in Iowa over the weekend, but she did explain why she showed up to the state fair in a shirt that read, "Underestimate me, that'll be fun."

"This has been a part of who I am for as long as I can remember," Haley said. "I've been underestimated in everything I've ever done, but it's a blessing because it makes me scrappy. No one's going to outwork me in this race. No one's going to outsmart me in this race. We have a country to save, and I'm determined to do it."

Conservative entrepreneur Vivek Ramaswamy, a 38-year-old political newcomer, is doing virtually no formal debate prep as he pursues a whirlwind campaign schedule, according to a senior adviser granted anonymity to discuss campaign strategy. The adviser said he'll spend the day before the debate playing tennis and spending time with family.

Ramaswamy's team says his "anti-woke" message won't change whether Trump is onstage or not.

"I will be unafraid to draw policy contrasts," Ramaswamy said in Iowa. "But I'm not personally attacking anybody in this race. Now, believe me, I'm somebody who holds my ground. ... So if somebody's going to come for me, come at your own peril. But I'm not in this race to take somebody else down. I'm in this race to lead us to our vision of what it means to be American."

To appear onstage, Trump must commit at least 48 hours before the Wednesday evening debate, according to criteria outlined by the Republican National Committee. The criteria also require participants to sign a pledge promising to support the party's ultimate nominee.

"I wouldn't sign the pledge," Trump said on Fox News last week. "They want you to sign a pledge, but I can name three or four people that I wouldn't support for president. So right there, there's a problem."

Meanwhile, former New Jersey Gov. Chris Christie, a former Trump ally turned fierce Trump critic, has said Trump is "a coward" if he skips the debate.

Christie's allies are hoping Trump does attend, acknowledging that Christie's anti-Trump message would be much more powerful if he can look his opponent in the eyes.

"Obviously, one would prefer that Trump was on the stage. But if not, Trump's going to have to listen to two hours of people criticizing and critiquing, not only the fact that he didn't show up, but his failures while in office," said longtime Christie ally Bill Palatucci. "Chris has always said Trump will be there."

'Bidenomics' shows pros and cons of policymaking

Lisa Mascaro
ASSOCIATED PRESS

WASHINGTON – There are so many dots on the maps they blur into blobs – each one reflecting trillions of public and private dollars flowing in the U.S. this past year to build thousands of roads, bridges and manufacturing projects in communities large and small, in states red and blue.

They include an electric vehicle "battery belt" of manufacturing stretching from Michigan to Georgia, semiconductor fabrication plants in Arizona, Texas, Ohio and New York and broadband coming to Appalachia.

Taken together, they represent President Joe Biden's ambitious attempt to use the levers of government to chart a new era of domestic manufacturing, modernizing the U.S. to compete in the 21st century.

Packaged as "Bidenomics" by the White House, the effort is the product of three major bills approved in the last Congress that are also the president's hoped-for roadmap for reelection. Republicans have balked at what they said was unwarranted federal spending. The debate between those two views could go a long way toward determining who wins the White House and control of Congress in 2024.

On the ground, it's a mix of the promise and pitfalls of domestic policymaking beginning to take shape across the country.

"It's this whole new world of opportunity," said Monte Shaw, executive director of the Iowa Renewable Fuels Association, who said firms are investing millions of dollars to upgrade facilities and transform the ethanol industry.

Much like the development of the federal highway system in the 1950s or the space race to the moon in the 1960s, the undertaking is once in a generation. More recently, presidents have tapped Congress to deliver on their vision for social or fiscal policy, with the Affordable Care Act, or Obamacare, a decade ago and Trump's GOP tax cuts in 2017.

Now rounding year one, it remains a work in progress. The Inflation Reduction Act, the CHIPS and Science Act and the Infrastructure Investment and Jobs Act are coming into fruition at a time of economic churn and stubborn inflation in the aftermath of the COVID-19 pandemic.

"We spent decades underinvesting," said Wendy Edelberg, a former chief economist at the nonpartisan Congressional Budget Office and now a senior fellow in economic studies at the Brookings Institution think tank. "And so we have a lot of catching up to do."

President Joe Biden, center, hands a pen to Sen. Joe Manchin, left, D-W.Va., during a signing ceremony for the Inflation Reduction Act of 2022 at the White House in Washington last year.
MANDEL NGAN/AFP VIA GETTY IMAGES, FILE

Democrats see the trio of bills – two of which also drew bipartisan support from Republicans – as their calling card to voters ahead of the 2024 election, the tangible results of Biden's vision and tenure in the White House. For Republicans, many of whom voted against all three bills, Bidenomics is a powerful punchline about big government overreach.

"What is 'Bidenomics'?" said a memo circulated earlier this summer by Senate Republican Conference Chairman John Barrasso of Wyoming. "It is the inflationary Washington spending, costly regulations, and regressive taxes touted by Joe Biden and Kamala Harris," he said, referring to the vice president.

Economists acknowledge that while inflation has eased some from its pandemic spikes, the investments are adding to demand and price pressures, a factor in higher interest rates that can keep lending tight.

Donald Trump, the leading Republican candidate trying to oust Biden in 2024, defines Bidenomics in contrast to what he calls his own "boom" years in the White House.

" 'Bidenomics' is shorthand for 'I pay more for less,' " said Jack Pandol, communications director at the National Republican Congressional Campaign, the House GOP campaign arm.

Looking over the tiny dots on the maps being produced by the government and outside groups, the display of public and private investment is steadily coming into focus.

Propelled by a mix of direct funds and lucrative federal tax breaks, the legislation is also luring outside dollars to the table.

The White House said the federal policy has generated more than $500 billion in private investment announcements flowing to the states – much of it in Republican-held congressional districts as companies invest where land is cheap and labor unions lag. Even Republicans who voted against the bills are now vying for credit.

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

Notice is hereby given that the City Commission of the City of Alachua will hold a public hearing on a proposed ordinance. The hearing will be held on August 28, 2023 at 6:00 p.m., in the James A. Lewis Commission Chambers in City Hall, located at 15100 NW 142nd Terrace, Alachua, Florida.

The ordinance title is as follows:

ORDINANCE 23-04
AN ORDINANCE OF THE CITY OF ALACHUA, FLORIDA, RELATING TO THE AMENDMENT OF THE CITY'S LAND DEVELOPMENT REGULATIONS; AMENDING ARTICLE 4, SECTION 4.3.4(L) RELATED TO USE-SPECIFIC STANDARDS FOR WAREHOUSE AND FREIGHT MOVEMENT; PROVIDING A REPEALING CLAUSE; PROVIDING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

At the public hearing, all interested parties may appear and be heard with respect to the application. Copies of the application are available for public inspection at the Planning and Community Development Department, 15100 NW 142nd Terrace, Alachua, Florida, on any regular business day between the hours of 7:30 a.m. to 6:00 p.m. Written comments on the application may be sent to the following address: City of Alachua, Planning and Community Development, P.O. Box 9, Alachua, FL 32616. Notice is given pursuant to Section 286.0105, Florida Statutes, that, in order to appeal any decision made at the public hearing, you will need a record of the proceedings, and that, for such purpose, you may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is to be based. In accordance with the Americans with Disabilities Act, any persons with a disability requiring reasonable accommodation in order to participate in this meeting should call the City Clerk at (386) 418-6100 x 1501 at least 48 hours prior to the public hearing.

GF-36880754

City of ALACHUA

COMMUNITY REDEVELOPMENT AGENCY (CRA) NOTICE OF MEETING

The City of Alachua Community Redevelopment Agency (CRA) will hold a special meeting on **September 6, 2023** at 5:30pm to consider the CRA budget for FY 2023-2024. This meeting will be held in the James A. Lewis Commission Chambers at City Hall, located at 15100 NW 142nd Terrace. For more information please contact the City of Alachua Community Redevelopment Agency, at (386) 418-6134.

(Published: Alachua County Today - August 17, 2023)

City of ALACHUA

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

The City of Alachua City Commission will hold a public hearing on a proposed ordinance on August 28, 2023 at 6:00 p.m. The hearing will be held in the James A. Lewis Commission Chambers of City Hall, at 15100 NW 142nd Terrace, Alachua, Florida.

The ordinance title is as follows:

ORDINANCE 23-05

AN ORDINANCE OF THE CITY OF ALACHUA, FLORIDA; AMENDING THE FOLLOWING SECTIONS OF CHAPTER 38 OF THE CITY OF ALACHUA CODE OF ORDINANCES;

City of ALACHUA

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

Notice is hereby given that the City Commission of the City of Alachua will hold a public hearing on a proposed ordinance. The hearing will be held on August 28, 2023 at 6:00 p.m., in the James A. Lewis Commission Chambers in City Hall, located at 15100 NW 142nd Terrace, Alachua, Florida.

The ordinance title is as follows:

ORDINANCE 23-04

AN ORDINANCE OF THE CITY OF ALACHUA, FLORIDA, RELATING TO THE AMENDMENT OF THE CITY'S LAND DEVELOPMENT REGULATIONS; AMENDING ARTICLE 4, SECTION 4.3.4(L) RELATED TO USE-SPECIFIC STANDARDS FOR WAREHOUSE AND FREIGHT MOVEMENT; PROVIDING A REPEALING CLAUSE; PROVIDING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

At the public hearing, all interested parties may appear and be heard with respect to the application. Copies of the application are available for public inspection at the Planning and Community Development Department, 15100 NW 142nd Terrace, Alachua, Florida, on any regular business day between the hours of 7:30 a.m. to 6:00 p.m. Written comments on the application may be sent to the following address: City of Alachua, Planning and Community Development, P.O. Box 9, Alachua, FL 32616. Notice is given pursuant to Section 286.0105, Florida Statutes, that, in order to appeal any decision made at the public hearing, you will need a record of the proceedings, and that, for such purpose, you may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is to be based. In accordance with the Americans with Disabilities Act, any persons with a disability requiring reasonable accommodation in order to participate in this meeting should call the City Clerk at (386) 418-6100 x 1501 at least 48 hours prior to the public hearing.

(Published: Alachua County Today - August 17, 2023)

Haaland reflects on tenure, tradition amid policy challenges

Susan Montoya Bryan
ASSOCIATED PRESS

ALBUQUERQUE, N.M. – It was never about making history for Deb Haaland, but rather making her parents proud.

She says she worked hard, putting herself through school, starting a small business to pay bills and eventually finding her way into politics – first as a campaign volunteer and later as the first Native American woman to lead a political party in New Mexico.

The rest seems like history. Haaland was sworn in as one of the first two Native American women in Congress in 2019. Two years later, she took the reins at the U.S. Interior Department – an agency whose responsibilities stretch from managing energy development to meeting the nation's treaty obligations to 574 federally recognized tribes.

Haaland, the first Native American Cabinet member in the U.S., spoke to The Associated Press about her tenure leading the 70,000-employee agency that oversees subsurface minerals and millions of acres of public land.

The hardest part? Balancing the interests of every single American, she said.

"I might feel one way about an issue personally. It doesn't mean that that's the decision that's going to be made," said Haaland, 62, sitting in the shade of the towering cottonwood trees that line her backyard in Albuquerque. "There is a process, so I am dedicated to that. I really do want to find a balance."

Criticism of Haaland has mounted in recent weeks. Environmentalists slammed her department's approval of the massive Willow oil project in Alaska, while a Republican-led U.S. House committee opened an investigation into ties between Haaland and an Indigenous group from her home state of New Mexico that advocates for halting oil and gas production on public lands.

Both Democratic and Republican members of Congress also have grilled her about her agency's $19 billion budget request. Critics say the Interior Department under her guidance had failed to conduct quarterly oil and gas lease sales as required under law, doubled the time it takes to get permits, and raised royalty rates charged to energy companies to discourage domestic production and advance the administration's climate goals.

Haaland defended the Biden administration's priorities, reiterating that her department was following the law and was on track to meet the administration's goal of installing 30 gigawatts of offshore wind energy by 2030.

But even some Democratic senators who support more wind and solar energy development have questioned that timeline, saying some projects take years to be permitted and could be at risk. Democratic Sen. Martin Heinrich of New Mexico did not get a response from Haaland when asking when the first utility-scale offshore wind projects would be permitted

U.S. Interior Secretary Deb Haaland's heritage as a member of Laguna Pueblo makes her unlike any previous secretary. ROBERTO E. ROSALES/AP

Haaland said she had an idea of what the Cabinet job might entail, having served in Congress and as a member of Joe Biden's platform committee when he was the Democratic presidential nominee. Many of Biden's ideals about climate change, renewable energy and conservation mirrored her own.

What gets conserved and how is at the root of a few thorny projects Haaland must navigate, from the Willow project to a drilling moratorium around a national park near northwestern New Mexico's Chaco Canyon, and now protests by Native American tribes over a proposed lithium mine in Nevada.

"There isn't a one-size-fits-all for any of these things," she said. "We have to take each one individually and find the best solution that we can."

Native American tribes are not always pleased with the outcome, she acknowledged.

"Every tribe, I think, is different. Their opportunities are different. Their lifestyles are different and it's up to us to make sure that we get them to the table to tell us what's important to them," she said. "... And we do our best, as I said, to balance whatever the project is – using the science, using the law."

Haaland's heritage as a member of Laguna Pueblo makes her unlike any previous secretary, and she's aware of the added expectations from Indian Country as she leads an agency with a fraught and even murderous history with Native tribes.

She has worked to boost consultation efforts with tribal governments, allocate more resources to help address the alarming rate of disappearances and deaths among Native Americans, and launched an investigation into the federal government's role in boarding schools that sought to assimilate Native children over decades.

Wenona Singel, an associate professor at Michigan State University College of Law and director of the Indigenous Law & Policy Center, pointed to the stories Haaland has told about her grandparents being taken from their families when they were children. The story is similar to Singel's own family and many others.

"She understands the pain and the trauma of having our ancestors be stripped of their culture and their language and their Native identity," said Singel, a member of the Little Traverse Bay Bands of Odawa Indians. "She has demonstrated a deeper understanding of our nation's need to come to grips with the reality of this history and the way in which it continues to impact our communities today."

For Haaland, there's no way to disconnect from her heritage: "I am who I am."

Haaland grew up in a military family – her late father was a decorated Marine and her late mother spent more than two decades working for the U.S. Bureau of Indian Affairs after serving in the U.S. Navy. Haaland often talks about how her mother – who also was a member of Laguna Pueblo – raised her to be fierce.

Haaland, a mother herself, got married in 2021 to her longtime partner, Skip Sayre. They share a home in Albuquerque with their two rescue dogs – Remington and Winchester.

Haaland still hangs her clothes on the line out back to dry in the New Mexico sun, finds time to be outside every day and makes big batches of her own red chile sauce with garlic and oregano, freezing it so she has a ready supply when she comes home.

Despite moving around as a kid, Haaland said her traditions keep her grounded. In fact, she's working to finish her master's degree in American Indian studies at the University of California, Los Angeles, a feat nearly 25 years in the making.

Haaland's mother was the one who encouraged her to finish her thesis – an exploration of Laguna Pueblo's traditional foods. Haaland was proud to say she turned the paper in to her committee in early June, looking to show that Indigenous knowledge continues to be carried down and that the foods eaten at Laguna Pueblo – including stew and piki bread – haven't changed since the tribe migrated from the Chaco Canyon area generations ago. While modern ovens may have taken the place of hot stones, Haaland said Laguna's foods are still rooted in tradition.

One of her first obligations as a Pueblo woman is to nurture her family and community, and Haaland said that's not unlike the demands of her current job: to manage and protect natural resources and cultural heritage.

"You have values as a human being," she said. "That's the way you're raised by your family, and that's what I bring to the table."

Union

Continued from Page 3A

requirement violates First Amendment rights because it would compel them to provide government messages to workers about issues such as Florida being a right-to-work state.

But Chief U.S. District Judge Mark Walker on Monday declined to block the law, ruling that the unions had not shown they had legal standing. In rejecting the teachers unions arguments about the dues deductions, Walker said issuing an injunction would "offer no redress for plaintiffs' injuries."

The federal lawsuit is filed against members of the state Public Employees Relations Commission, which is responsible for carrying out the law. But Walker said that even if he issued an injunction against the members of the commission, government agencies would comply with the law and stop deducting dues from paychecks.

As he announced his ruling Tuesday in the Leon County case, Marsh echoed Walker's reasoning about an injunction not providing "redress."

The plaintiffs in the Leon County lawsuit are Miami Beach Municipal Employees AFSCME Local1554; North Miami Beach, Florida, City Employees Local 3293, AFSCME; and the Professional Managers and Supervisors Association, which represents workers in Deerfield Beach, Riviera Beach and West Palm Beach.

Also, the plaintiffs include three union members: Carlos George, a fire equipment mechanic for Miami Beach; Judy Genao, an administrative assistant for the North Miami Beach Police Department; and Al Leal, a telecommunications superintendent for West Palm Beach.

DeSantis vetoes 2 criminal justice bills

NEWS SERVICE OF FLORIDA

Gov. Ron DeSantis on Tuesday vetoed two criminal-justice bills passed during the legislative session that ended last month. One of the vetoed bills (HB 605) would have revised a law that prohibits adults from having criminal records expunged if they had records expunged as juveniles.

The bill – approved 107-2 in the House and 38-0 in the Senate – would have created an exception to the one-time expunction limit in certain circumstances and led to an increase in the number of records eligible for expunction, according to a House staff analysis.

The other vetoed bill (SB 1478) sought to build on recent efforts to reduce incarcerations over technical probation violations. The House and Senate unanimously passed it. DeSantis did not detail reasons Tuesday for the vetoes.

NOTICE OF PUBLIC HEARING BEFORE THE PLANNING AND ZONING BOARD OF THE CITY OF ALACHUA, FLORIDA

Notice is hereby given that the Planning and Zoning Board of the City of Alachua will hold a public hearing on July 11, 2023, at 6:00 p.m. The hearing will be held in the James A. Lewis Commission Chambers in City Hall, located at 15100 NW 142nd Terrace, Alachua, Florida, to consider a request by Adam Boukari of Abbfortis Strategies to amend the City of Alachua Land Development Regulations (LDRs) as follows: amending Section 4.3.4 (L) regarding use-specific standards for warehouse and freight movement.

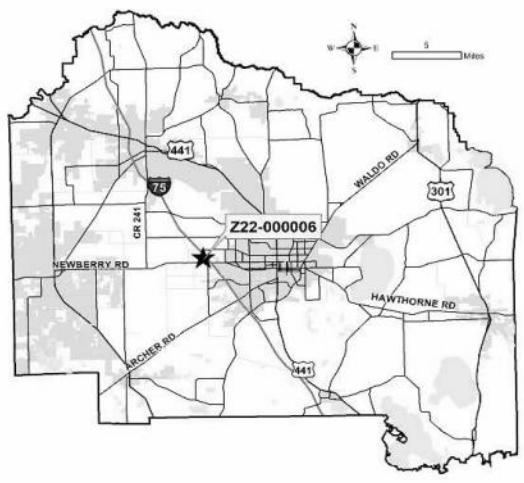
At the public hearing, all interested parties may appear and be heard with respect to the application. Copies of the application are available for public inspection at the Planning and Community Development Department, 15100 NW 142nd Terrace, Alachua, Florida, on any regular business day between the hours of 7:30 a.m. to 6:00 p.m. Written comments on the application may be sent to the following address: City of Alachua, Planning and Community Development, P.O. Box 9, Alachua, FL 32616. Notice is given pursuant to Section 286.0105, Florida Statutes, that, in order to appeal any decision made at the public hearing, you will need a record of the proceedings, and that, for such purpose, you may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is to be based. In accordance with the Americans with Disabilities Act, any persons with a disability requiring reasonable accommodation in order to participate in this meeting should call the City Clerk at (386) 418-6100 x 1501 at least 48 hours prior to the public hearing.

GF-36288268

NOTICE OF PUBLIC HEARING

Alachua County, Florida

The Alachua County Board of County Commissioners will hold a public hearing on Tuesday, July 11, 2023, at 11:30 am or as soon thereafter as it may be heard. The meeting will be held in the John R. "Jack" Durrance Auditorium, Room 209, 12 SE 1st Street, Gainesville, Florida to consider adoption of the following legislative item:



Z22-000006 (Newberry Village Large Scale Comprehensive Plan Amendment)
A request by Bachelor Buttons LLC Holdings and Industrial Consultants and Management Company, owners, and CHW, Inc., agent, for a large-scale Comprehensive Plan text amendment to amend Oaks Mall Activity Center Policy 2.2.3 of the Future Land Use Element and Capital Improvements Element Table 1(d) on approximately 87.15 acres on parcel numbers 06329-000-000, 06331-000-000 and 06326-001-002 located at 8024 Newberry Road.

This meeting will allow for in person participation only. The public may attend in person at 12 SE 1st Street, Gainesville, FL, Second Floor, Jack Durrance Board Room.

COMMENTS/EVIDENCE

The public is encouraged to submit any written or photographic documents prior to the meeting to https://growth-management.alachuacounty.us/PublicComment

If an individual or entity intends to provide evidence, beyond testimony, at the public hearing, the individual or entity must provide electronic copies of all evidence to the appropriate County staff no later than 5 (five) calendar days prior to the hearing. Any evidence provided electronically will be entered into the record.

If any accommodations are needed for persons with disabilities, please contact the Alachua County Equal Opportunity Office at least two business days in advance at (352) 374-5275 (voice) or (352) 374-5284 TDD users, please call 711 (Florida Relay Service). Printed materials are available in alternate format upon request.

All persons are advised that, if they decide to appeal any decision made at this public hearing or meeting, they may need a record of the proceedings and, for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

General Information: Staff Reports on the above items will be available on Friday of the week preceding the meeting. For further information call (352) 374-5249. Visit www.alachuacounty.us and click on the meetings tab on the homepage for the most up to date information.

GF-36320073

City of ALACHUA
THE GOOD LIFE COMMUNITY

Commission Agenda Item

MEETING DATE: 9/11/2023
SUBJECT: City Manager Annual Evaluation
PREPARED BY: Tara L. Malone - Human Resources Director

RECOMMENDED ACTION:
Approve the City Manager's Annual Performance Evaluation.

Summary

Each year, the City Commission conducts a performance review of the City Manager. The City Commission was provided with the City Manager's Annual Performance Evaluation packet on August 22nd, 2023. The packet included the annual performance evaluation introduction, the 2023 annual performance evaluation, the individual rating sheet and the City Manager's self-evaluation.

The City Manager completed the self-evaluation, detailing his perception of how he has met the directives and expectations of the City Commission during the evaluation period. Each commissioner then completed the performance evaluation and individual rating sheet based on their personal assessment of the City Manager's ability to meet the objectives and expectations reflected in the performance factors. The individual rating scores were then averaged together to produce a Total Evaluation Score.

The 2023 Annual Performance Evaluations from each member of the Commission have been completed and attached to this agenda item. The results have been tabulated and appear on the Overall Rating Sheet. The individual results are as follows:

Mayor Gib Coerper:	8.250 - Exceeds Expectations
Vice-Mayor Dayna Miller:	8.996 - Exceeds Expectations
Commissioner Jennifer Blalock:	10.000 - Outstanding
Commissioner Shirley Green Brown:	7.900 - Meets Expectations
Commissioner Edward Potts:	9.100 - Outstanding

These results produce an Overall Average Evaluation Rating of 8.849 - Exceeds Expectations.

ATTACHMENTS:

Description

- CM Annual Performance Evaluation Packet 2023
- CM DaRoza Self Evaluation 2023
- Mayor Coerper CM Evaluation 2023
- Vice-Mayor Miller CM Evaluation 2023
- Commissioner Blalock CM Evaluation 2023
- Commissioner Brown CM Evaluation 2023
- Commissioner Potts CM Evaluation 2023
- CM Overall Rating Sheet 2023

CITY MANAGER
ANNUAL PERFORMANCE EVALUATION

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1. INTRODUCTION

2. PERFORMANCE EVALUATION

3. RATING SHEET

4. AGREEMENT PLAN

CITY MANAGER
ANNUAL PERFORMANCE EVALUATION

INTRODUCTION

The City Manager's Annual Performance Evaluation consists of three sections:

SECTION I: PERFORMANCE EVALUATION
This section will address the City Manager's ability to meet the objectives of the City Commission and overall performance in leading the organization, as reflected by the factors defined at the beginning of the section.

SECTION II: INDIVIDUAL RATING SHEET
The Rating Sheet will provide the total score of all the Commissioner's individual Performance Evaluation ratings. From the total score for each Performance Review Factor, an average score will be calculated. Finally, the average scores for each Performance Review Factor will be added together to produce the Total Evaluation Score.

SECTION III: PERFORMANCE AGREEMENT PLAN
The plan will provide direction for improvement, if any, in the upcoming year. This plan will be mutually agreed upon between the Mayor, acting on behalf of the Commission, and the City Manager.

Annual Performance Evaluation Process:

The City Manager will complete Section I of the Performance Evaluation, detailing his perceptions of how he has met the Commission's expectations. A copy of this self-evaluation will be forwarded to each Commissioner.

Using a copy of the City Manager's self-evaluation, each Commissioner will complete Section I of the Performance Evaluation and the associated Section II Individual Rating Sheet. Once all Commissioners' evaluations are completed, the item will be presented at a Commission meeting, in which the Commissioners and the City Manager will discuss any difference between perceptions of performance. The following scale was approved by the City Commission on Aug. 24, 2015 for merit increase consideration and directed to be made part of the annual evaluation process. The scale correlates the total average evaluation score to the merit increase amount and is awarded consistent with the City Manager's employment contract.

SCALE			RATING	MERIT INCREASE
.00	-	5.99	Unacceptable	0%
6.00	-	6.99	Below Expectations	0%
7.00	-	7.99	Meets Expectations	2%
8.00	-	8.99	Exceeds Expectations	3%
9.00	-	10.00	Outstanding	5%

Finally, if required, the Performance Agreement Plan will then be completed and signed by the Mayor and City Manager.

CITY MANAGER
ANNUAL PERFORMANCE EVALUATION

SECTION I
PERFORMANCE EVALUATION

Following are the Performance Review Factors assigned the City Manager to review/rate organizational management performance. The performance review rating will be based upon how well the expectations of the individual Commissioners, for each factor, are viewed.

SCALE			RATING
.00	-	5.99	Unacceptable
6.00	-	6.99	Below Expectations
7.00	-	7.99	Meets Expectations
8.00	-	8.99	Exceeds Expectations
9.00	-	10.00	Outstanding

1. **Reflects City Values**: The City Manager's performance should reflect the values of integrity, honesty, respect, diversity, innovation, accountability and communication.

2. **Communication:** The City Manager should make himself available to meet and discuss issues with personnel and citizens and maintain open lines of communication.

3. **Team Management**: The Manager should provide sufficient authority, direction and support to teams/departments to enable and encourage them to accomplish their goals.

4. **Fiscal Management:** The Manager will ensure the financial solvency of the City government, while exploring and recommending alternate forms of revenue.

5. **Professional Presentation:** The Manager will present a professional image in dress and action at all times. Any interaction with personnel, citizens, and peers will be conducted in a professional manner that will reaffirm the professionalism of the City.

6. **Organizational Leadership:** The Manager will exhibit strong leadership skills in moving the City operations in the direction that the Commission has chosen. The organization will be well run with high levels of satisfaction among employees and is able to obtain desired results from employees.

7. **Project Management:** The Manager will steer and oversee projects in a manner that results in achievement of goals within established timeframes and budget.

8. **Community Involvement**: The Manager will participate in community events and will foster effective and cooperative working relationships with community leaders.

9. **Goals:** The Manager should meet the objectives associated with the goals and directives of the Commission. It is important to consider external influences beyond the Manager's control.

10. **Commission/Manager Interaction:** The Manager will work with the Commission to develop effective communication practices with each member and in particular, the Mayor. The Manager will keep the Commission informed of issues of concern.

1. Reflects City Values **Rating _____**

Comments/Explanation: _____

_____

_____

_____

2. Communication **Rating _____**

Comments/Explanation: _____

_____

_____

_____

3. Team Management **Rating _____**

Comments/Explanation: _____

_____

_____

_____

4. Fiscal Management **Rating _____**

Comments/Explanation: _____

_____

_____

_____

5. Professional Presentation **Rating _____**

Comments/Explanation: _____

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6. Organizational Leadership **Rating _____**

Comments/Explanation: _____

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_____

7. Project Management **Rating _____**

Comments/Explanation: _____

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_____

_____

8. Community Involvement **Rating _____**

Comments/Explanation: _____

_____

_____

_____

9. Goals **Rating _____**

Comments/Explanation: _____

_____

_____

_____

10. Commission/Manager Interaction **Rating _____**

Comments/Explanation: _____

_____

_____

_____

CITY MANAGER
ANNUAL PERFORMANCE EVALUATION

SECTION II
INDIVIDUAL RATING SHEET

Scale			Overall Rating
.00	-	5.99	Unacceptable
6.00	-	6.99	Below Expectations
7.00	-	7.99	Meets Expectations
8.00	-	8.99	Exceeds Expectations
9.00	-	10.00	Outstanding

	PERFORMANCE REVIEW FACTOR	RATING
1.	Reflects City Values	_____
2.	Communication	_____
3.	Team Management	_____
4.	Fiscal Management	_____
5.	Professional Presentation	_____
6.	Organizational Leadership	_____
7.	Project Management	_____
8.	Community Involvement	_____
9.	Goals	_____
10.	Commission/Manager Interaction	_____
Total		_____

Completed by: _____

Signature: _____ Date: _____

CITY MANAGER
ANNUAL PERFORMANCE EVALUATION

SECTION III
PERFORMANCE AGREEMENT PLAN

OVERALL RATING _____

In the event that any of the performance categories in the performance review fall below expectations, the City Manager and the Commission will complete this Performance Agreement Plan for the upcoming year.

Performance Factor	Performance Plan Expectation
1.	
2.	
3.	
4.	

City Manager's Signature _____ Date _____

Mayor's Signature _____ Date _____

CITY MANAGER
ANNUAL PERFORMANCE EVALUATION
EVALUATION PERIOD: AUGUST 2022 – JULY 2023

SELF EVALUATION

1. Reflects City Values

It is a great privilege to represent the City of Alachua. While serving our community in this capacity gives me tremendous pride, it is also very humbling. In short, I know that reflecting the values of our community leads directly to the culture, environment and optics of our organization and the success of our city in many ways. The values of integrity and honesty are also integral in creating and maintaining relationships with the residents and stakeholders of Alachua.

I try to present a straight-forward approach in every aspect of my role, allowing me to earn the trust and respect of those I work with and serve on a daily basis. I believe that in order to be an effective leader of an organization, there has to be a balance between making the decisions I am responsible to make – popular or not – while thoughtfully considering the input of those around me. I earnestly strive to give others an opportunity to have their voices heard, as my experience in business and life has taught me that is the greatest tool in building buy-in and a "team" mindset with my peers and co-workers.

I also hold a high premium on accountability, while ensuring that I would never ask anyone else to do something I'm not willing to do myself. A business mentor once told me that the higher a person ascends in leadership, the more that person must be willing to serve. In my experience, this creates a contagious attitude that we are all in this together.

2. Communication

Since day one of my employment – especially in the role of City Manager – I have endeavored to get to know each and every one of my co-workers, as well as the residents and stakeholders of our community. The fact is, people simply don't care how much you know until they know how much you care. I maintain an open-door (and phone) policy, providing as much access as I can to those mentioned above within reason. It is crucial that our employees, residents and stakeholders know that I am accommodating to meet in-person, by phone or by digital (Zoom, Team Meetings, etc.) meeting to both hear and seriously consider their thoughts and concerns.

Over the last year, I have instituted several means of increasing communication of notices, events and advertising program offerings to our community. I directed the installation of large digital monitors within our most-visited facilities, created new methods of providing information by way of website, social media and hard-copy posters in an effort to keep our community informed of all things city-related.

Additionally, we have already begun a draft version of the City's first-ever Public Information Manual to ensure all these practices are aligned and carried out on a consistent and professional manner.

We have really only scratched the surface in this area, and have major improvements just around the corner.

3. Team Management

I believe this might be the hallmark of my role as City Manager. In my first year as Interim City Manager, our organization needed stability given the circumstances of my promotion. I have worked tirelessly to provide that stability. The first step to providing that stability was recognizing that I stand on the shoulders of many great commissioners, past managers and a world-class staff. However, as I approach the one-year mark of my role as City Manager, I reflect on the measures I have taken – some certainly more difficult than others – to make our team stronger now than a year ago.

I firmly believe we now have the best and most professional set of Directors we've had in the six years I have been with the City. Further, I would confidently match our staff up against any staff in any city in the nation. The level of experience, skill and due diligence of the team we have assembled – over time and the past year – gives me great pride, as I know that this is the foundation of all we want to achieve.

I believe our Directors would attest that I operate on the philosophy that a true leader hires, trains, provides the necessary tools and authority to get the job done, and then steps back to let them shine. This fosters a culture and environment of trust, innovative thinking and ownership in their roles.

I meet with each Director individually a minimum of twice per month (not including weekly Director's meetings) to maintain oversight and knowledge of everything that is going on in their departments. These meetings allow me to manage and apply a consistent coordination on an interdepartmental level, but just as importantly, allows me to maintain a finger on the pulse of the entire organization.

4. Fiscal Management

The financial wellbeing of the City is paramount to all we do, and I am extremely proud of the continued strength of the City's financial position. The dynamics stemming from the financial health of the City simply cannot be underestimated. To begin with, it allows the continued accomplishment of goals set forth by the Commission through our annual Strategic Plan. The initiatives of the Strategic Plan range from infrastructure investment, significant recreational/cultural amenities and programs, and other services that provide quality-of-life elements that directly affect the present and future state of our organization and community.

Despite experiencing decades-high inflation rates, Consumer Price Index, interest rates and some of the highest natural gas energy rates in history, I am proud to say that the City has fared extremely well financially. Sound financial decisions have positioned the City to be able to insulate our rate payers from astronomical energy rates.

I would be remiss if I didn't note that only the strong and sound financial leadership – of our Commission, myself, our Directors and staff – allowed the City of Alachua to maintain some of the lowest electric rates in the state during an economic calamity that hasn't been seen for generations.

In the face of the economic uncertainty 2022 brought, we were able to continue the high level of services our community has come to depend on, as well as make further significant community investments and enhancements. These are powerful indicators of a strong financial strategy and management.

Over the past year, we have continued to maintain a "development pays its own way" philosophy, by increasing Capital Facilities Fees for the first time in 15 years, which allows for continued growth without burdening existing rate payers.

In the past year I created the position of, and hired the City's first-ever Economic Development Manager. This has provided a more laser-focused approach to the City's economic growth endeavors, including the City's continued ability to leverage funds through grant revenues for the benefit of our community. This position is a critical component to job creation that supports our community and contributes to our tax base.

The City once again received an unmodified ("clean") opinion as it pertains to the financial statements for the year. This is the highest audit opinion that can be received, and this is the 20th consecutive year of receiving this distinction.

Additionally, the City received an upgraded credit rating in the last year, from A1 to Aa3.

5. Professional Presentation

I strive to present myself in a professional – yet approachable – manner, both in attire and conduct. It is not as much a duty, but a standard that I try to set for myself and those around me who also represent our organization.

I also recognize the fact that – regardless of whether I am at the office, at the grocery store or at home – my actions directly reflect on our community and our City to all. Any time I am addressing colleagues, visitors, stakeholders or residents, I do my very best to indicate that the City of Alachua is a professional city government, and that its leader should convey that.

6. Organizational Leadership

In my first year as Interim City Manager, there were multiple circumstances facing the City, one of which being navigating the negotiation of two, separate Bulk Power Agreements that would ultimately have an impact of tens of millions of dollars to the City and its rate payers over the next 5-7 years. To say that was a challenging time would be an understatement.

The result was transferring the City's only bulk power provider in the past 38 years to two new providers for our Alachua and Legacy Substations. In retrospect, the negotiations and decisions made during that tense time has paved the way for our ability to insulate our rate payers in an era of decades-high natural gas energy rates.

Though I led the charge, I humbly give much of the credit to my team of professionals who are just as committed to our community as myself. However, one thing I have gleaned from that experience and keep in mind every day is that a true leader never gets too high or too low in the face of circumstances. Circumstances, regardless of their origin, will always be present. It is not

the circumstances we face that are the most important, rather, it is how we react to those circumstances that not only allows for sound, level-headed work, but also conveys a humble confidence in the face of whatever comes our way.

Although I can only offer organic eye-test metrics and various conversations with long-time Directors and staff members, I honestly believe that we have a relatively high morale level because we have a leader who is just one part of a team, and that every decision I make, I make with them and the community as my No.1 priority.

I am extremely proud of the results we have accomplished during challenging times, whether it be bulk power agreements, a pandemic, staff changes, etc. Regardless, it is my endeavor to ensure that no matter what comes our way, we continue to provide the highest level of service to the best community in our state.

7. Project Management

Given our size and relatively limited resources, the amount our organization continues to churn out is remarkable. Effective project management is built on so many factors; leadership, allocation of funds and resources, communication and diligent oversight. I have worked hard to ensure these components are available and the proper staff is in place to lead our projects.

Few City projects involve only a single department, requiring intentional and precise coordination across multiple departments. I have committed myself to promoting collaboration on an organizational level that creates a framework for taking advantage of, and pinpointing, the various strengths of a large team.

I receive regular updates on all projects, and am present for – and supportive to – the teams involved in each project. This level of communication ensures milestones are met and the established timeline for deliverables is achieved, and within budget.

I am not only proud of the significant projects we've completed or advanced on during this past year, but it is exciting to know the impact they will have on our community and its future.

The completion of the new Public Parking Lot will provide ample parking for existing business and commerce, but it will also support the future growth of our downtown district. The completion of the Mill Creek Sink Water Quality Improvement Project, without exaggerating, has already – and will continue to – provide a historic improvement to the Floridan Aquifer for millions of people.

One of our most-recent projects is the new City wellfield. So far, we have completed the design, engineering and bid award for this multimillion-dollar project that will provide diversity and redundancy to the City's water supply to protect our community.

Of course, these are just a few of the key projects embarked on this year. However, given our size and relative limited resources, they reinforce just how phenomenal our organization continues to be.

8. Community Involvement

Alachua may not be my hometown, but it will always hold a place near to my heart. I graduated from Santa Fe High School, my first job was in Alachua, I met my wife in Alachua, her first job was in Alachua and now I find myself 6 years into my career working for the City of Alachua. For those reasons alone, I consider Alachua home.

I'd like to think that community involvement is my most-improved attribute over the past year. In that time, I have had the opportunity to speak at the Cade Museum for the Greater Gainesville Chamber, Alachua Chamber of Commerce and Alachua Business League on economic development and the state of the City.

I have also either participated in or spoken at the following:

Martin Luther King, Jr. Day Celebration
Newnansville Historical Marker Installation and Dedication
ACS Relay for Life
Relay For Life Stick-A-Fork in Cancer serving
Scarecrow Row Committee
Monthly County Managers' luncheons
Youth Advisory Council Tallahassee trip
University of Florida Eye Opener Breakfasts
Covid Community Health Fair
Government Week activities at our community schools
Red Door Judging at Mebane Middle School
Swick House serving seniors
Bio Bash Momentum Labs
Christmas Tree Lighting
Christmas Parade
Babe Ruth Opening Ceremonies
Alachua Chamber Gala
Cattleman's Banquet
Alachua League of Cities meetings
Great American Cleanup
Bio Florida Expo
FSU Research UF Innovate Incubator

Additionally, I have regular communication with community leaders on various topics, promoting cooperative relationships.

9. Goals

First and foremost, my overall goals are guided by the Commission via the annual Strategic Plan. This document serves as the vision and guide for the work of our staff. Moreover, the City Commission provides direction throughout the year on various topics and matters.

My priority is to manage our staff in a manner that carries out the initiatives within the Strategic Plan in the most effective and efficient manner. In the past year, we have either completed or made significant progress on a range of projects included in the Strategic Plan, including the design, engineering and bid award for the construction of the City's new wellfield, which has been a part of this document for several years.

As far as my goals for our organization, I have a few key areas I would like to improve.

One area we have already made significant strides in is safety. In an ever-changing world, it is critical to ensure that our facilities and staff are up to date on the latest techniques dealing with potential domestic threats that have affected so many cities (large and small) across the nation. At my direction, the entire staff underwent Active Shooter Training. As a continuation of that type of training, at my direction, the entire staff underwent Trauma Training, and now all our main facilities are equipped with Trauma Kits.

Another goal we have made great strides in is recruitment and retention. It is my obligation to ensure that our organization possesses one of the best environments and is among the most competitive places to work for in the Alachua County. Earlier this year I directed an increase of the minimum wage to $15 per hour for our organization. And, as the Commission will see with this year's budget proposal, my direction is to again increase the minimum wage to $16. This will allow our organization to be very competitive in proportion to the County and the other municipalities within the County.

Throughout my business career I have learned that culture and morale simply doesn't happen without intentional cultivation, and that will continue as a daily goal as long as I work for the City of Alachua.

10. Commission/Manager Interaction

This was an area I had to learn to navigate in my first year as Interim City Manager, and quite frankly, needed vast improvement. Over the past year I believe I have communicated on a much higher, and more consistent level with each of the Commissioners. As my experience in this area has progressed in the past year, I believe I have greatly reduced the overall number of any "surprises" the Commissioners are confronted with. I make as much concession as I can (by phone or in-person) to be available to the Commission, regardless of the time of day, or day of the week.

If issues arise, I immediately reach out to each Commissioner in a consistent manner to provide details and potential solutions when necessary. I whole-heartedly believe one of my essential duties is to keep the Commission informed and be their advocate when called upon on the dais, in public and through my management of the City's operations.

I do my level best to keep each Commissioner abreast of projects and a host of other topics throughout the year.

Gib

City of ALACHUA
THE GOOD LIFE COMMUNITY

CITY MANAGER ANNUAL PERFORMANCE EVALUATION

SECTION I
PERFORMANCE EVALUATION

Following are the Performance Review Factors assigned the City Manager to review/rate organizational management performance. The performance review rating will be based upon how well the expectations of the individual Commissioners, for each factor, are viewed.

SCALE			RATING
.00	-	5.99	Unacceptable
6.00	-	6.99	Below Expectations
7.00	-	7.99	Meets Expectations
8.00	-	8.99	Exceeds Expectations
9.00	-	10.00	Outstanding

1. **Reflects City Values**: The City Manager's performance should reflect the values of integrity, honesty, respect, diversity, innovation, accountability and communication.

2. **Communication:** The City Manager should make himself available to meet and discuss issues with personnel and citizens and maintain open lines of communication.

3. **Team Management**: The Manager should provide sufficient authority, direction and support to teams/departments to enable and encourage them to accomplish their goals.

4. **Fiscal Management:** The Manager will ensure the financial solvency of the City government, while exploring and recommending alternate forms of revenue.

5. **Professional Presentation:** The Manager will present a professional image in dress and action at all times. Any interaction with personnel, citizens, and peers will be conducted in a professional manner that will reaffirm the professionalism of the City.

6. **Organizational Leadership:** The Manager will exhibit strong leadership skills in moving the City operations in the direction that the Commission has chosen. The organization will be well run with high levels of satisfaction among employees and is able to obtain desired results from employees.

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8. **Community Involvement**: The Manager will participate in community events and will foster effective and cooperative working relationships with community leaders.

9. **Goals:** The Manager should meet the objectives associated with the goals and directives of the Commission. It is important to consider external influences beyond the Manager's control.

10. **Commission/Manager Interaction:** The Manager will work with the Commission to develop effective communication practices with each member and in particular, the Mayor. The Manager will keep the Commission informed of issues of concern.

1. **Reflects City Values** Rating 8.25

Comments/Explanation: Mr Daroja came in understanding what a Great Community Alachua is and wanted to continue that success.

2. **Communication** Rating 8.25

Comments/Explanation: Mr. Daroja had communication skills but needed to adapt to the Public version and he has done a great job

3. **Team Management** Rating 8.25

Comments/Explanation: Mr Daroja has done a great job at having his team come together

4. **Fiscal Management** Rating 8.25

Comments/Explanation: Mr. Daroja has learned quickes about fiscal management in a City.

5. **Professional Presentation** Rating 8.25

Comments/Explanation: Open and Honest

6. **Organizational Leadership** Rating 8.25

Comments/Explanation: He and his team have come together to be The Best

7. **Project Management** Rating 8.25

Comments/Explanation: It is a Team effort and Mike has had the skills and making them better

8. **Community Involvement** Rating 8.25

Comments/Explanation: We are a Active Community and she is involved

9. **Goals** Rating 8.25

Comments/Explanation: Always doing his best to meet all goals

10. **Commission/Manager Interaction** Rating 8.25

Comments/Explanation: Mike keeps us informed

City of ALACHUA
THE GOOD LIFE COMMUNITY

CITY MANAGER ANNUAL PERFORMANCE EVALUATION

SECTION II
INDIVIDUAL RATING SHEET

Scale			Overall Rating
.00	-	5.99	Unacceptable
6.00	-	6.99	Below Expectations
7.00	-	7.99	Meets Expectations
8.00	-	8.99	Exceeds Expectations
9.00	-	10.00	Outstanding

	PERFORMANCE REVIEW FACTOR	RATING
1.	Reflects City Values	8.25
2.	Communication	8.25
3.	Team Management	8.25
4.	Fiscal Management	8.25
5.	Professional Presentation	8.25
6.	Organizational Leadership	8.25
7.	Project Management	8.25
8.	Community Involvement	8.25
9.	Goals	8.25
10.	Commission/Manager Interaction	8.25
Total		82.5

Completed by: Mayor Gib Coerper

Signature: Gib Coerper Date: 8-24-2023

1. Reflects City Values — Rating 9.5

Comments/Explanation: Mr. DaRoza exemplifies the City of Alachua's values. He carries the highest level of integrity, honesty, and respect every day, in every decision he makes. He understands that, as the City Manager, ultimately he is accountable for everything that occurs within the City, to a fault. I have no doubt of his dedication to the City of Alachua, our mission, our values, our citizens, businesses, or City employees.

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2. Communication — Rating 7.99

Comments/Explanation: Mr. DaRoza generally has a "wide open" door policy, whether it is meetings in person, or phone discussions. I would like to see him use his staff more as a buffer to assist him, whether it is scheduling meetings, appointments, or phone calls, to respond back to requests in a more timely manner. Also, although I recognize it can be challenging to keep meetings, etc. within their time slots, I encourage Mr. DaRoza to feel more confident in maintaining his time management, and using staff to assist.

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3. Team Management — Rating 8.5

Comments/Explanation: Mr. DaRoza demonstrates a tremendous support to the City of Alachua team, and as he has become more comfortable in the role of City Manager, he has been providing more authority and direction to our directors. I anticipate, and look forward to, Mr. DaRoza developing and growing more into this role of "CEO" of our City.

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4. Fiscal Management — Rating 9.99

Comments/Explanation: Mr. DaRoza brings his many years of private sector experience to the City. He understands how to run a fiscally sound business, and although running a municipal government has some major differences, it is still a business, and he knows that it is his responsibility to ensure that our departments are operating efficiently and are financially sound. Being a good financial steward of our taxpayers' funds is a top priority for him.

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5. Professional Presentation — Rating 9.99

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6. Organizational Leadership — Rating 8

Comments/Explanation: Mr. DaRoza continues to develop his leadership skills in the public sector, sets his own standards high, and in turn, sets those same expectations of the City team. He is gaining more confidence in his role and his decision-making.

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7. Project Management — Rating 9

Comments/Explanation: Mr. DaRoza has proven successful in his project management, as seen by our City's accomplishments this past year. He recognizes that we have strong Directors, and works with them to achieve their goals, without micro-managing.

8. Community Involvement

Rating 9

Comments/Explanation: Mr. DaRoza attends almost every community event in and around the City of Alachua, and understands the importance of his presence representing the City. He also ensures that the City's relationship with other municipalities and community organizations are positive and strong, recognizing how important it is to foster and maintain these relationships for our City.

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9. Goals

Rating 9

Comments/Explanation: Mr. DaRoza has done a sound job in furthering the objectives of the goals and directives of the Commission. Most of the Commission's Strategic Plan's objectives are long-term, and some require other entities to be involved, and he continues to take steps and make progress toward each one.

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10. Commission/Manager Interaction

Rating 8.99

Comments/Explanation: Having five bosses is truly a challenge, and Mr. DaRoza has done a tremendous job at learning how each commissioner communicates and what is important to each one. He also understands that he must also navigate the politics at this level, which he has improved upon over the last year, and continues to develop his skills in this area.

City of ALACHUA
THE GOOD LIFE COMMUNITY

CITY MANAGER ANNUAL PERFORMANCE EVALUATION

SECTION II
INDIVIDUAL RATING SHEET

Scale			Overall Rating
.00	-	5.99	Unacceptable
6.00	-	6.99	Below Expectations
7.00	-	7.99	Meets Expectations
8.00	-	8.99	Exceeds Expectations
9.00	-	10.00	Outstanding

	PERFORMANCE REVIEW FACTOR	RATING
1.	Reflects City Values	9.5
2.	Communication	7.99
3.	Team Management	8.5
4.	Fiscal Management	9.99
5.	Professional Presentation	9.99
6.	Organizational Leadership	8
7.	Project Management	9
8.	Community Involvement	9
9.	Goals	9
10.	Commission/Manager Interaction	8.99
Total		**89.96**

Completed by: Dayna Miller, Vice Mayor

Signature: Dayna L. Miller Date: 9/6/23

10

1. Reflects City Values **Rating** _____

Comments/Explanation: Mike brings amazing love to the city of Alachua and so much knowledge of our history and passion

2. Communication **Rating 10**

Comments/Explanation: Mike is always ready for me for anything I ever need

3. Team Management **Rating 10**

Comments/Explanation: From what I have seen his team response to him in a positive and professional manner

4. Fiscal Management **Rating 10**

Comments/Explanation: If Mike need to understand or get more of an understanding he will educate himself in the area for sure

5. Professional Presentation **Rating 10**

Comments/Explanation: He is very strong in this area and so easy to talk to you as a person. He listens very well and reflect back to the person he is talking with to make sure he has a full understanding

6. Organizational Leadership **Rating 10**

Comments/Explanation: Mike is amazing in this area as well

7. Project Management **Rating 10**

Comments/Explanation:

8. Community Involvement **Rating 10**

Comments/Explanation: He love this community I think as much as I do. I think he balance this the best that he can with a city that is growing very fast pace.

9. Goals **Rating 10**

Comments/Explanation: He is always willing to listen and change with what may be needed for all involved

10. Commission/Manager Interaction **Rating 10**

Comments/Explanation: Mike is ready and willing anytime of the day to meet or call with any that I have ever asked. I feel for me over I hope the next few year to be even a stronger force with a few areas and know he will have an open mind and willingness to listen to me

City of ALACHUA
THE GOOD LIFE COMMUNITY

CITY MANAGER ANNUAL PERFORMANCE EVALUATION

SECTION II
INDIVIDUAL RATING SHEET

Scale			Overall Rating
.00	-	5.99	Unacceptable
6.00	-	6.99	Below Expectations
7.00	-	7.99	Meets Expectations
8.00	-	8.99	Exceeds Expectations
9.00	-	10.00	Outstanding

	PERFORMANCE REVIEW FACTOR	RATING
1.	Reflects City Values	10
2.	Communication	10
3.	Team Management	10
4.	Fiscal Management	10
5.	Professional Presentation	10
6.	Organizational Leadership	10
7.	Project Management	10
8.	Community Involvement	10
9.	Goals	10
10.	Commission/Manager Interaction	10
Total		**10**

Completed by: Jennifer Blalock

Signature: _____ Date: 8/23/2023

1. Reflects City Values **Rating 7.5**

Comments/Explanation: Mr. DaRoza has begun to express the values of our extraordinary community. He participates in our City of Alachua's annual Strategic Plan Retreat. He oversees the progression of our goals.

2. Communication **Rating 7.0**

Comments/Explanation: Mr. DaRoza is developing and implementing new objectives/strategies to improve his communication skills. It is essential that reciprocal communication is established and maintained with our citizens, community leaders and staff.

3. Team Management **Rating 7.5**

Comments/Explanation: Mr. DaRoza appears to work well with his Executive team and meets with them on a regular basis.

4. Fiscal Management **Rating 8.0**

Comments/Explanation: The Financial status of the city remains solid and sound under this first year of leadership For Mr. DaRoza as our City Manager.

5. Professional Presentation **Rating 8.5**

Comments/Explanation: Mr. DaRoza has embraced his new role as our city manager. He presents himself In a professional manner.

6. Organizational Leadership **Rating 8.0**

Comments/Explanation: Mr. DaRoza's organizational leadership accomplishments are improving daily. An effective leader is one who recognizes and offers commendations to the staff.

7. Project Management **Rating 8.5**

Comments/Explanation: Mr. DaRoza oversees the progress of the city's pending projects. He has become more knowledgeable about the numerous projects and proposed economic growth.

8. Community Involvement **Rating 8.0**

Comments/Explanation: Mr. DaRoza has improved and increased his community presence and attendance.

9. Goals **Rating 7.5**

Comments/Explanation: Mr. DaRoza shares his goals with the commission. I strongly encourage and recommend Mr. DaRoza to seek/pursue higher educational endeavors/opportunities to strengthen his professional and leadership portfolio.

10. Commission/Manager Interaction **Rating 8.5**

Comments/Explanation: Mr. DaRoza has an open-door policy and has increased his rapport with the commissioners. His personal interaction has improved greatly with the commissioners.

City of ALACHUA
THE GOOD LIFE COMMUNITY

CITY MANAGER ANNUAL PERFORMANCE EVALUATION

SECTION II
INDIVIDUAL RATING SHEET

Scale			Overall Rating
.00	-	5.99	Unacceptable
6.00	-	6.99	Below Expectations
7.00	-	7.99	Meets Expectations
8.00	-	8.99	Exceeds Expectations
9.00	-	10.00	Outstanding

	PERFORMANCE REVIEW FACTOR	RATING
1.	Reflects City Values	7.5
2.	Communication	7.0
3.	Team Management	7.5
4.	Fiscal Management	8.0
5.	Professional Presentation	8.5
6.	Organizational Leadership	8.0
7.	Project Management	8.5
8.	Community Involvement	8.0
9.	Goals	7.5
10.	Commission/Manager Interaction	8.5
Total		**79.0**

Completed by: Shirley Green Brown

Signature: Shirley Green Brown Date: 8/25/23

1. **Reflects City Values** Rating 10

Comments/Explanation: Mike conducts himself professionally, but also demonstrates the ability to engage with those citizens, business owners, employees and directors he encounters. Maintaining that ability during difficult times or in regard to controversial projects/issues has also been demonstrated.

2. **Communication** Rating 9

Comments/Explanation: This will always be a challenge when you have 100+ employees, 10,000 citizens, a team of directors, city commission and media to deal with. Mike has "open door" policy, but at times that make him less flexible. Controlling his calendar and delegation may be opportunity for improvement.

3. **Team Management** Rating 10

Comments/Explanation: Mike has a very experienced and effective team of directors and, in my view, he manages them and works with them very well.

4. **Fiscal Management** Rating 9

Comments/Explanation: Mike works well with Director Bonetti and his team to insure sound financial practices are in place and to set a budget that is fiscally sound.

5. **Professional Presentation** Rating 10

Comments/Explanation: Mike's professional appearance is on point anytime I see him at public events, community activities.

6. **Organizational Leadership** Rating 9

Comments/Explanation: As a relatively new city manager, I think Mike has done a solid job leading his team of director and the employees of our city. He handled director changes in a professional manner, while coming up with creative solutions to move city forward.

7. **Project Management** Rating 9

Comments/Explanation: Mike stays abreast of project management without micro-managing his staff. As our growth continues, this may be challenging with more projects - so delegation and communication become more vital.

8. **Community Involvement** Rating 8

Comments/Explanation: Mike attends most every local event, as well as, applicable events in county or city of Gainesville. His presence is important to our city, but I'd also like to see him "work the room" a bit more, making connections with folks aside from those at his table.

9. **Goals** Rating 8

Comments/Explanation: While the goals are developed through the city's strategic plan — the success of reaching those goals or adapting the plan are Mike's responsibility. Dowtown redevelopment / CRA would be an area where we have lagged.

10. **Commission/Manager Interaction** Rating 9

Comments/Explanation: As a newer commission member, Mike has kept me updated as issues develop/change on a consistent basis. Improvement can be made in regard to joint city/county issues prior to these meetings being held.

City of ALACHUA
THE GOOD LIFE COMMUNITY

CITY MANAGER ANNUAL PERFORMANCE EVALUATION

SECTION II
INDIVIDUAL RATING SHEET

Scale			Overall Rating
.00	-	5.99	Unacceptable
6.00	-	6.99	Below Expectations
7.00	-	7.99	Meets Expectations
8.00	-	8.99	Exceeds Expectations
9.00	-	10.00	Outstanding

	PERFORMANCE REVIEW FACTOR	RATING
1.	Reflects City Values	10
2.	Communication	9
3.	Team Management	10
4.	Fiscal Management	9
5.	Professional Presentation	10
6.	Organizational Leadership	9
7.	Project Management	9
8.	Community Involvement	8
9.	Goals	9
10.	Commission/Manager Interaction	9
Total		91

Completed by: Edward R. Potts

Signature: E R Potts Date: 8/29/23

CITY MANAGER
ANNUAL PERFORMANCE EVALUATION
Section II
Overall Rating Sheet

Scale			Overall Rating
.00	-	5.99	Unacceptable
6.00	-	6.99	Below Expectations
7.00	-	7.99	Meets Expectations
8.00	-	8.99	Exceeds Expectations
9.00	-	10.00	Outstanding

Factor #	Performance Review Factor	Mayor Coerper	Vice Mayor Miller	Commissioner Blalock	Commissioner Brown	Commissioner Potts	Average
1.	Reflects City Values	8.250	9.500	10.000	7.500	10.000	9.050
2.	Communication	8.250	7.990	10.000	7.000	9.000	8.448
3.	Team Management	8.250	8.500	10.000	7.500	10.000	8.850
4.	Fiscal Management	8.250	9.990	10.000	8.000	9.000	9.048
5.	Professional Presentation	8.250	9.990	10.000	8.500	10.000	9.348
6.	Organizational Leadership	8.250	8.000	10.000	8.000	9.000	8.650
7.	Project Management	8.250	9.000	10.000	8.500	9.000	8.950
8.	Community Involvement	8.250	9.000	10.000	8.000	8.000	8.650
9.	Goals	8.250	9.000	10.000	7.500	8.000	8.550
10.	Commission/Mgr. Interaction	8.250	8.990	10.000	8.500	9.000	8.948
	Totals	**8.250**	**8.996**	**10.000**	**7.9000**	**9.100**	**8.849**

Overall Average Evaluation Rating: **8.849** **"Exceeds Expectations"**

City of Alachua
THE GOOD LIFE COMMUNITY

Commission Agenda Item

MEETING DATE: 9/11/2023
SUBJECT: Resolution 23-18 TK Stormwater Basin Maintenance Assessment Annual Rate Resolution
PREPARED BY: Robert A. Bonetti, Finance and Administrative Services Director

RECOMMENDED ACTION:
Adopt Resolution 23-18.

Summary

The City Commission adopted Resolution 10-25 on Sept. 13, 2010, which served as the final proceeding for the imposition of the TK Basin Maintenance Assessment Area. Resolution 10-25 created the TK Basin Maintenance Assessment Area, ratified and confirmed the Initial Assessment Resolution (Resolution 10-20), approved the Maintenance Assessment Roll, imposed the Maintenance Assessments, provided for the method of collection, served as the final adjudication and directed the recording of the Resolution in the Official Records Book in the office of the Alachua County Clerk of Courts.

As required by City of Alachua Code of Ordinances Section 2-723 (meets the requirements provided under the Uniform Assessment Collection Act - F.S.S. 197.3632), the City must annually adopt an Annual Maintenance Service Assessment Resolution for each fiscal year. Resolution 23-18 serves as the Annual Maintenance Service Assessment Resolution for the TK Basin Maintenance Assessment.

The total assessment cost is estimated at $10,000.00 for Fiscal Year 2023-2024, which is $10,000 less than the total assessment cost for Fiscal Year 2022-2023. These costs include the actual maintenance expenses of the basin as well as costs incurred to administer the special assessment program annually.

The City has met the statutory notice requirements for the City Commission's hearing of Resolution 23-18 by providing notice in the Alachua County Today newspaper. The City retained the engineering services of Causseaux, Hewett & Walpole, Inc. to perform calculations related to the methodology as set forth in Section 4.03 of the Initial Assessment Resolution (Resolution 10-

20). These calculations are utilized to determine the assessment to be paid by each property owner within the TK Basin Maintenance Assessment Area. The City also retained the legal services of Nabors, Giblin and Nickerson, a firm specializing in special assessment creation and implementation, to draft Resolution 23-18 and assist in the reimposition process. The engineering and legal expenses related to the reimposition are included in the total assessments collected.

collected.

The City Commission also approved an automatically renewing agreement with the Alachua County Tax Collector on Aug. 17, 2010 to reimburse the Tax Collector for necessary administrative and actual costs incurred to collect the assessment on the ad valorem tax bill. The reimbursement cost is 2% of the total assessment and is included in the total assessments to be collected. With the adoption of Resolution 23-18, the assessment will be placed on the November 2023 tax bill.

The City Commission unanimously approved Resolution 23-13 during its July 24, 2023 City Commission meeting, which served as the Preliminary Rate Resolution for the TK Basin Maintenance Assessment Area. Resolution 23-18 reimposes the TK Basin Maintenance Assessment, approves the updated Maintenance Assessment Roll and provides for the method of collection.

FINANCIAL IMPACT: Yes

AMOUNT:$10,000

FUNDING SOURCE: Other

ADDITIONAL FINANCIAL INFORMATION:TK Basin Special Assessment Fund

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ATTACHMENTS:

Description

- Resolution 23-18

RESOLUTION 23-18

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ALACHUA, FLORIDA; RELATING TO THE MAINTENANCE OF THE TK STORMWATER BASIN; CONFIRMING THE PRELIMINARY RATE RESOLUTION; ESTABLISHING THE RATE OF ASSESSMENT; REIMPOSING THE MAINTENANCE ASSESSMENTS; APPROVING THE UPDATED MAINTENANCE ASSESSMENT ROLL; PROVIDING FOR COLLECTION OF THE ASSESSMENTS PURSUANT TO THE UNIFORM ASSESSMENT COLLECTION ACT; PROVIDING FOR THE EFFECT OF THIS RESOLUTION; PROVIDING SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City Commission (the "Commission") of the City of Alachua, Florida (the "City") adopted the Master Capital Project and Service Assessment Ordinance, Ordinance No. 10-13, as codified in Chapter 2, Article IV, Division 2 of the City of Alachua Code of Ordinances (the "Ordinance"), to provide for the imposition of special assessments to fund the construction of Capital Projects and the provision of Related Services to benefit property within Assessment Areas; and

WHEREAS, pursuant to the Ordinance, the Commission created and imposed special assessments within the TK Basin Assessment Area on September 13, 2010 with the adoption of the Initial Assessment Resolution (Resolution No. 10-20), and the Final Assessment Resolution (Resolution No. 10-25); and

WHEREAS, the imposition of a special assessment to fund the maintenance costs within the TK Basin Assessment Area each Fiscal Year is an equitable and efficient method of allocating and apportioning these costs among the Tax Parcels; and

WHEREAS, the Commission desires to reimpose the Maintenance Assessments within the TK Basin Assessment Area using the tax bill collection method for the Fiscal Year beginning on October 1, 2023; and

WHEREAS, on July 24, 2023, the Commission adopted Resolution No. 23-13 (the "Preliminary Rate Resolution"), estimating a rate of assessment, and directing preparation of the updated Maintenance Assessment Roll and provision of the notice required by the Ordinance; and

WHEREAS, pursuant to the provisions of the Ordinance, the City is required to adopt an Annual Rate Resolution, which will confirm or repeal the Preliminary Rate Resolution, with such amendments as the Commission deems appropriate, after hearing comments and objections of all interested parties; and

WHEREAS, the Maintenance Assessment Roll has heretofore been made available for inspection by the public, as required by the Ordinance; and

WHEREAS, notice of a public hearing has been published and mailed, if required by the terms of the Ordinance, which provides notice to all interested persons of an opportunity to be heard; the proof of publication being attached hereto as Appendix A and an affidavit regarding the form of notice mailed being attached hereto as Appendix B; and

WHEREAS, a public hearing has been duly held on September 11, 2023, and comments and objections of all interested persons have been heard and considered as required by the terms of the Ordinance.

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

SECTION 1. RECITALS. The above recitals are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

SECTION 2. AUTHORITY. This Annual Rate Resolution is adopted pursuant to the provisions of the Ordinance; the Initial Assessment Resolution; the Final Assessment Resolution; the Preliminary Rate Resolution; Sections 166.021 and 166.041, Florida Statutes; Article VIII, Section 2, Florida Constitution; the City of Alachua Charter; and other applicable provisions of law.

SECTION 3. DEFINITIONS AND INTERPRETATION.

(A) This Resolution is the Annual Rate Resolution as defined in the Ordinance.

(B) All capitalized terms in this Resolution shall have the meanings defined in the Ordinance, Initial Assessment Resolution, and Final Assessment Resolution.

(C) Unless the context indicates otherwise, words imparting the singular number, include the plural number, and vice versa.

SECTION 4. APPROVAL OF PRELIMINARY RATE RESOLUTION. The Preliminary Rate Resolution is hereby ratified and confirmed.

SECTION 5. APPROVAL OF UPDATED MAINTENANCE ASSESSMENT ROLL.

(A) The updated Maintenance Assessment Roll, a copy of which was available at the above-mentioned public hearing and attached hereto as Appendix C, is hereby approved for the Fiscal Year commencing on October 1, 2023.

(B) The Maintenance Assessment Roll, as approved, includes those Tax Parcels of Assessed Property within the TK Basin Assessment Area, if any, that cannot be set forth in that Maintenance Assessment Roll due to the provisions of Section 119.071(4), Florida Statutes, concerning exempt "home addresses."

SECTION 6. REIMPOSITION OF MAINTENANCE ASSESSMENTS.

(A) The Tax Parcels included in the updated Maintenance Assessment Roll are hereby found to be specially benefited by the maintenance of the TK Stormwater Basin in the amount of the annual Maintenance Assessment set forth in the updated Maintenance Assessment Roll. The Maintenance Assessments are hereby found to be fairly and reasonably apportioned among the properties that receive the special benefit as set forth in the Preliminary Rate Resolution.

(B) For the Fiscal Year beginning October 1, 2023, the Maintenance Cost for the TK Basin Assessment Area is $10,000.00. The annual Maintenance Assessments computed in the manner set forth in the Preliminary Rate Resolution are hereby levied and imposed on all Tax Parcels in the TK Basin Assessment Area for the Fiscal Year beginning October 1, 2023.

(C) Upon adoption of this Annual Rate Resolution, the Maintenance Assessments shall constitute a lien against the Assessed Property equal in rank and dignity with the liens of all state, county, district, or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles, and claims until paid. The lien shall be deemed perfected upon adoption by the Board of this Annual Rate Resolution and shall attach to the property included on the updated Maintenance Assessment Roll as of the prior January 1, the lien date for ad valorem taxes.

SECTION 7. COLLECTION OF ASSESSMENTS.

(A) The Maintenance Assessments shall be collected pursuant to the Uniform Assessment Collection Act.

(B) Upon adoption of this Annual Rate Resolution, the Assessment Coordinator shall cause the certification and delivery of the updated Maintenance Assessment Roll to the Tax Collector by September 15, in the manner prescribed by the Uniform Assessment Collection Act

(C) The updated Maintenance Assessment Roll, as delivered to the Tax Collector, shall be accompanied by a Certificate to Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix D.

SECTION 8. EFFECT OF ADOPTION OF RESOLUTION. The adoption of this Annual Rate Resolution shall be the final adjudication of the issues presented (including, but not limited to, the determination of special benefit and fair apportionment to the Assessed Property, the method of apportionment and assessment, the rate of assessment, the Assessment Roll and the levy and lien of the Maintenance Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of this Annual Rate Resolution.

SECTION 9. SEVERABILITY. If any clause, section, or provision of this Resolution shall be declared unconstitutional or invalid for any reason or cause, the remaining portion of said Resolution shall remain in full force and effect and be valid as if such invalid portion thereof had not been incorporated herein.

SECTION 10. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session, this 11th day of September, 2023.

CITY COMMISSION OF THE
CITY OF ALACHUA, FLORIDA

_____
Gib Coerper, Mayor

ATTEST:

_____
Mike DaRoza, City Manager

APPROVED AS TO FORM:

_____
Marian B. Rush, City Attorney

APPENDIX A

PROOF OF PUBLICATION

PROOF OF PUBLICATION

City of ALACHUA

NOTICE OF HEARING TO REIMPOSE AND PROVIDE FOR COLLECTION OF MAINTENANCE ASSESSMENTS IN THE TK BASIN MAINTENANCE ASSESSMENT AREA

Notice is hereby given that the City Commission of the City of Alachua, Florida will conduct a public hearing to consider reimposition of maintenance special assessments in the TK Basin Maintenance Assessment Area, as shown above, to continue funding the maintenance and operating costs of the TK stormwater basin within the Maintenance Assessment Area. The hearing will be held at 6:00 P.M., or as soon thereafter as the matter can be heard, on September 11, 2023, in the James A. Lewis Commission Chambers, at the Alachua City Hall located at 15100 NW 142nd Terrace, Alachua, Florida, for the purpose of receiving public comment on the reimposition and collection of the maintenance assessments on the ad valorem tax bill. All affected real property owners have a right to appear at the hearing and to file written objections with the Deputy City Clerk any time prior to the public hearing. If a person decides to appeal any decision made by the City Commission with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the Deputy City Clerk's office at (386) 418-6103, at least two (2) business days prior to the date of the hearing.

The assessment for each parcel of real property is calculated based on the acreage of each Tax Parcel within the TK watershed. A more specific description of the maintenance costs and the method of computing the assessment for each parcel of real property are set forth in the Initial Assessment Resolution (Resolution No. 10-20). Copies of the Master Capital Project and Service Assessment Ordinance (Ordinance No. 10-13), the Initial Assessment Resolution, the Final Assessment Resolution (Resolution No. 10-25), the Preliminary Rate Resolution (Resolution No. 23-13), and the updated Maintenance Assessment Roll are available for inspection at the office of the Deputy City Clerk, located at City Hall, 15100 NW 142nd Terrace, Alachua, Florida.

The City intends to continue collection of the maintenance assessments on your ad valorem tax bill to be mailed in November 2023, as authorized by Section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the real property which may result in a loss of title.

If you have any questions, please contact the Deputy City Clerk at (386) 418-6103, Monday through Thursday between 7:30 a.m. and 6:00 p.m.

ALACHUA, FLORIDA

(Published: Alachua County Today - August 17, 2023)

APPENDIX B

AFFIDAVIT OF MAILING

AFFIDAVIT OF MAILING

BEFORE ME, the undersigned authority, personally appeared Mike DaRoza, who, after being duly sworn, deposes and says:

1. I am the Assessment Coordinator designated responsibility for coordinating the assessments by the City Manager of the City of Alachua, Florida, and have caused any notices required by Ordinance No. 2010-13, as codified in Article IV, Chapter 2 of the City Code (the "Ordinance") to be prepared in conformance with Resolution No. 23-13 of the City of Alachua, Florida, adopted July 24, 2023 (the "Preliminary Rate Resolution"). An exemplary form of such notice is attached hereto. If required, I have caused such individual notices for each affected property owner to be prepared and each notice included the following information: the purpose of the assessment; the total amount proposed to be levied against each parcel; the unit of measurement to be applied against each parcel to determine the assessment; the number of such units contained within each parcel; the total revenue the City expects to collect by the assessment; a statement that failure to pay the assessment will cause a tax certificate to be issued against the property which may result in a loss of title; a statement that all affected property owners have a right to appear at the hearing and to file written objections with the local governing board within 20 days of the notice; and the date, time, and place of the hearing.

2. On or before August 21, 2023, I caused the above-referenced notices to be mailed in accordance with the Ordinance and the Preliminary Rate Resolution by First Class Mail to each affected owner, at the addresses then shown on the real property assessment tax roll database maintained by the Alachua County Property Appraiser for the purpose of the levy and collection of ad valorem taxes. Notices to property owners receiving multiple individual notices were also mailed or caused to be mailed on or before August 21, 2023.

FURTHER AFFIANT SAYETH NOT.

_____

Mike DaRoza

STATE OF FLORIDA

COUNTY OF ALACHUA

The foregoing Affidavit of Mailing was sworn to and subscribed before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023 by Mike DaRoza. He is personally known to me or has produced _____ as identification and did take an oath.

_____
Printed Name: _____
Notary Public, State of Florida
At Large
My Commission Expires:_____
Commission No.:_____

APPENDIX C

UPDATED MAINTENANCE ASSESSMENT ROLL

UPDATED TK BASIN MAINTENANCE ASSESSMENT AREA ROLL

Parcel No.	Amount
03869-010-000	$5.77
03869-007-000	$274.09
03869-009-000	$771.78
03869-007-001	$1,650.32
03863-000-000	$1,094.87
03869-000-000	$2,541.83
03863-002-000	$1,035.50
03869-006-000	$163.73
03869-008-000	$447.92
03868-000-000	$1,270.92
03868-001-001	$74.85
03868-001-002	$65.25
03868-001-003	$73.23
03868-001-004	$81.74
03868-001-005	$73.23
03868-001-006	$73.27
03868-001-007	$76.31
03868-001-008	$92.29
03863-020-046	$22.48
03863-020-047	$23.35
03863-020-048	$27.29
03863-020-049	$26.87
03863-020-050	$33.11
TOTAL	**$10,000.00**

APPENDIX D

FORM OF CERTIFICATE TO NON-AD VALOREM ASSESSMENT ROLL

CERTIFICATE

TO

NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Mayor of the City of Alachua, Florida, or an authorized agent of the City; as such I have satisfied myself that all property included or includable on the non-ad valorem assessment roll for maintenance of the TK Stormwater Basin Maintenance Assessment Area (the "Non-Ad Valorem Assessment Roll") is properly assessed so far as I have been able to ascertain; and that all required extensions on the above-described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law. The tax roll contains a parcel count of 23, and a total assessment of $10,000.00.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Alachua County Tax Collector by September 15, 2023.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Alachua County Tax Collector and made part of the above-described Non-Ad Valorem Assessment Roll this _____ day of _____, 2023.

THE CITY OF ALACHUA, FLORIDA

By:_____
Gib Coerper, Mayor

[to be delivered to Tax Collector prior to September 15]

City of Alachua
THE GOOD LIFE COMMUNITY

Commission Agenda Item

MEETING DATE: 9/11/2023
SUBJECT: Resolution 23-20: Convergence Research Park Bike Depot Off-Site Tree Mitigation Request
PREPARED BY: Justin Tabor, AICP, Principal Planner

RECOMMENDED ACTION:

Adopt Resolution 23-20.

Summary

The City has received an application for a Site Plan for the Convergence Research Park Bike Depot project. The application proposes to revise the development plan of the Convergence Research Park Bike Depot project which consists of the construction of a total of ±20,227 square feet of new building area, comprised of six (6) buildings ranging in size from ±1,585 square feet to ±6,496 square feet, located on Tax Parcel Number 03929-000-000.

Section 6.2.1(D)(1) of the City's Land Development Regulations (LDRs) requires new trees to be installed to replace healthy regulated trees, and requires regulated trees to be replaced on a one-for-one basis, and for heritage and champion trees to be replaced on an inch-for-inch basis. A regulated tree is defined in Article 10 of the LDRs as "any living tree which is ten inches or more in diameter or two feet in circumference, whichever dimension is lesser, measured at a point 4½ feet above ground level. This definition shall not include any species of pine tree or nuisance tree regardless of size..." Heritage trees are defined in Article 10 of the LDRs as "trees with a diameter of at least 30 inches or seven feet, ten inches in circumference, whichever dimension is lesser, measured at a point 4½ feet above ground level..."

When required tree replacement cannot be accommodated through on-site mitigation, Section 6.2.1(D)(7) of the City's LDRs allows for off-site mitigation. Off-site mitigation trees may be planted in City-owned properties and parks, City rights-of-way, preservation or conservation areas owned by the City, and within medians and rights-of-way of State and County roads where an interlocal agreement authorizes such plantings.

The formula for the calculation of off-site mitigation is provided within Section 6.2.1(D)(7)(c) of the City's LDRs, and is equal to the cost of the replacement tree, plus installation (including labor and equipment), plus maintenance for one year, plus fund administration. Section 6.2.1(D)(7)(c) requires the fee for off-site mitigation to be adopted by the City Commission through resolution.

The number of trees proposed for removal would require 178 replacement trees to be planted to

The number of trees proposed for removal would require 178 replacement trees to be planted to mitigate for trees to be removed. The Site Plan proposes to provide a total of 41 replacement trees on-site. The applicant has requested the City consider off-site mitigation in accordance with Section 6.2.1(D)(7) of the LDRs for the remainder of the required replacement trees - 137 replacement trees.

The applicant for the Site Plan has provided a memorandum that calculates the fee required for off-site mitigation in accordance with the formula provided within Section 6.2.1(D)(7)(c) of the LDRs. The memorandum calculates the required payment as set forth by the aforementioned required fee. This memorandum and the landscape plan are attached to the resolution as Exhibit "B".

The required payment for off-site mitigation associated with the Convergence Research Park Bike Depot is $29,712.56. In accordance with Section 6.2.1(D)(7)(d) of the LDRs, the fee for off-site mitigation must be paid to the City prior to the issuance of a building permit for new construction associated with the Site Plan.

FINANCIAL IMPACT: Yes

AMOUNT:$29,712.56

COMMISSION GOALS:
Quality of Life, Community Enhancement

ATTACHMENTS:

Description

- Resolution 23-20
- Vicinity Map
- Proposed Landscape Plan

RESOLUTION 23-20

A RESOLUTION OF THE CITY OF ALACHUA, FLORIDA; RELATING TO A REQUEST TO PROVIDE OFF-SITE MITIGATION FOR THE REMOVAL OF TREES IN ACCORDANCE WITH SECTION 6.2.1 OF THE CITY'S LAND DEVELOPMENT REGULATIONS; ESTABLISHING THE FEE FOR OFF-SITE MITIGATION FOR THE REQUEST; REQUIRING PAYMENT OF THE FEE FOR OFF-SITE MITIGATION PRIOR TO THE ISSUANCE OF A BUILDING PERMIT FOR NEW CONSTRUCTION; ESTABLISHING THE PERIOD OF VALIDITY OF THE REQUEST; AND PROVIDING AN EFFECTIVE DATE.

R E C I T A L S

WHEREAS, Section 6.2.1 of the City's Land Development Regulations ("LDRs") establishes tree protection standards; and

WHEREAS, Section 6.2.1(D)(1) of the City's LDRs requires new trees to be installed to replace healthy regulated trees, and requires regulated trees to be replaced on a one-for-one basis, and for heritage and champion trees to be replaced on an inch-for-inch basis; and

WHEREAS, Section 6.2.1(D)(7) of the City's LDRs allows off-site mitigation for required tree replacement that cannot be accommodated through on-site mitigation by permitting off-site mitigation trees to be planted in City-owned properties and parks, City rights-of-way, preservation or conservation areas owned by the City, and within medians and rights-of-way of State and County roads where an interlocal agreement authorizes such plantings; and

WHEREAS, the formula for the calculation off-site mitigation is provided within Section 6.2.1(D)(7)(c) of the City's LDRs, and is equal to the cost of the replacement tree, plus installation (including labor and equipment), plus maintenance for one year, plus fund administration; and

WHEREAS, the City has received an application for a Site Plan prepared by Travis Hastay, P.E., of Causseaux, Hewett, & Walpole, Inc., dated August 14, 2023 including any amendments thereto duly approved by the City (the "Site Plan") for proposed development on Tax Parcel Number 03929-000-000, as described in Exhibit "A" (the "Property"); and

WHEREAS, the owner of the Property has requested the City consider off-site mitigation for those trees that cannot be accommodated through on-site mitigation, due to the location of proposed structures, parking, and code-required tree plantings, in accordance with Section 6.2.1(D)(7) of the City's LDRs; and

WHEREAS, the applicant for the Site Plan contends that a majority of the trees proposed to be removed are of an undesirable species and present potential long-term safety and maintenance issues; and

WHEREAS, the number of trees proposed for removal would require 178 replacement trees to be planted to mitigate for those proposed for removal; and

WHEREAS, the Site Plan proposes to provide a total of 41 replacement trees on-site for those proposed for removal; and

WHEREAS, the applicant for the Site Plan has provided a memorandum and calculations within the Site Plan that establishes the payment required for off-site mitigation in accordance with the formula provided within Section 6.2.1(D)(7)(c) of the City's LDRs, attached hereto as Exhibit "B"; and

WHEREAS, the owners of the Property desire to proceed with consideration of the proposed Site Plan.

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

Section 1. Findings.

The Commission finds, determines, and declares that the above recitals are true and correct and are hereby incorporated into this resolution by reference.

Section 2. Approval of Off-Site Mitigation

The Commission approves the request to provide payment for off-site mitigation for those trees that cannot be accommodated through on-site mitigation. The payment for off-site mitigation shall be in accordance with the calculation of the fee as provided within a memorandum from Leena Rosario, of Causseaux, Hewett, & Walpole, Inc., dated August 7, 2023 and as shown on Sheets LS-1 through LS-3 of the Site Plan in the amount of $29,712.56.

Section 3. Payment for Off-Site Mitigation

In accordance with Section 6.2.1(D)(7)(d) of the City's LDRs, the fee for off-site mitigation shall be paid to the City prior to the issuance of a building permit for new construction for the Property and approved by the Site Plan.

Section 4. Validity of Off-Site Mitigation

Off-site mitigation shall be a condition of any final development order for the Property associated with the Site Plan.

This Resolution shall take effect immediately upon passage and approval.

DULY ADOPTED in regular session, this 11th day of September, 2023.

CITY COMMISSION OF THE
CITY OF ALACHUA, FLORIDA

Gib Coerper, Mayor

SEAL

ATTEST:

Mike DaRoza, City Manager/Clerk

EXHIBIT "A"

A TRACT OF LAND SITUATED IN FRACTIONAL SECTIONS 23 AND 26 AND THE F.R. SANCHEZ GRANT ALL IN TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, ALSO BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1466 AT PAGE 377 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT 4" SQUARE CONCRETE MONUMENT (NO IDENTIFICATION) MARKING THE NORTHEAST CORNER OF THE SOUTH ONE-HALF (1/2) OF THE NORTHEAST ONE-QUARTER (1/4) OF THE AFOREMENTIONED FRACTIONAL SECTION 23; THENCE SOUTH 2°22'57"EAST, ALONG THE EAST LINE OF SAID FRACTIONAL SECTION 23 AND ALSO BEING THE WEST LINE OF REPLAT OF PROGRESS CENTER AS PER PLAT THEREOF RECORDED IN PLAT BOOK P, PAGES 48 AND 49 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, A DISTANCE OF 1650.94 FEET TO A 4" SQUARE CONCRETE MONUMENT (PRM 3456) MARKING THE SOUTHWEST CORNER OF SAID REPLAT OF PROGRESS CENTER AND THE POINT-OF-BEGINNING; THENCE DEPARTING SAID EAST LINE OF SAID FRACTIONAL SECTION 23, AND ALONG THE SOUTH LINE OF SAID REPLAT OF PROGRESS CENTER, SOUTH 88°19'42" EAST, A DISTANCE OF 372.92 FEET TO A 4" SQUARE CONCRETE MONUMENT (PRM LB 2389) MARKING THE NORTHEAST CORNER OF A 100 FOOT WIDE INGRESS/EGRESS EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 1993 AT PAGE 0358 OF THE SAID PUBLIC RECORDS; THENCE SOUTH 2°24'55" EAST, ALONG THE EAST LINE OF SAID EASEMENT, A DISTANCE OF 197.02 FEET TO A 4" SQUARE CONCRETE MONUMENT (NO IDENTIFICATION, TOP BROKEN) MARKING THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1,050.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 22°29'15" WEST, 883.15 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 49°44'19", AN ARC DISTANCE OF 911.50 FEET TO A 4" SQUARE CONCRETE MONUMENT (PRM LB 2389) MARKING THE END OF SAID CURVE, SAID POINT LYING ON THE AFOREMENTIONED SAID EAST LINE OF SAID FRACTIONAL SECTION 23; THENCE SOUTH 2°26'25" EAST, ALONG THE SAID EAST LINE, A DISTANCE OF 1289.26 FEET TO A 4" SQUARE CONCRETE MONUMENT (NO IDENTIFICATION) MARKING THE SOUTHEAST CORNER OF SAID FRACTIONAL SECTION 23; THENCE SOUTH 2°05'15" EAST, ALONG THE EAST LINE OF AFOREMENTIONED FRACTIONAL SECTION 26, A DISTANCE OF 495.88 FEET TO A 4" SQUARE CONCRETE MONUMENT (NO IDENTIFICATION) MARKING THE NORTH BOUNDARY LINE OF SHAW FARMS OF ALACHUA, AS RECORDED IN PLAT BOOK "L", PAGE 64, PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, SAID LINE ALSO BEING THE NORTHEASTERLY LINE OF THE AFOREMENTIONED F.R. SANCHEZ GRANT AND THE SOUTH LINE OF GOVERNMENT LOT 1 OF SAID FRACTIONAL SECTION 26; THENCE DEPARTING SAID EAST LINE NORTH 65°57'44" WEST, ALONG THE SAID NORTH BOUNDARY LINE OF SHAW FARMS OF ALACHUA, A DISTANCE OF 1138.44 FEET TO A 4" SQUARE CONCRETE MONUMENT (RLS 509); THENCE CONTINUING ALONG SAID NORTH LINE OF SHAW FARMS OF ALACHUA, SOUTH 88°11'52" WEST, A DISTANCE OF 260.29 FEET TO A 4" SQUARE CONCRETE MONUMENT (RLS 509); THENCE CONTINUING ALONG SAID NORTH LINE, SOUTH 88°10'19" WEST, A DISTANCE OF 1375.37 FEET TO A 4" SQUARE CONCRETE MONUMENT AT THE NORTHWEST CORNER OF LOT 22, SAID SHAW FARMS OF ALACHUA; THENCE ALONG THE WEST LINE OF SAID LOT 22, SOUTH 2°05'34" EAST, A DISTANCE OF 903.47 FEET TO A 4" SQUARE CONCRETE MONUMENT (NO IDENTIFICATION) MARKING THE SOUTHWEST CORNER OF SAID LOT 22 ALSO BEING THE NORTHEAST CORNER OF LANDS AS DESCRIBED AS "PARCEL III" IN OFFICIAL RECORDS BOOK 2394 AT PAGE 2237 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE SOUTH 87°47'59" WEST, ALONG THE NORTH LINE OF SAID LANDS,

A DISTANCE OF 129.63 FEET TO A 4" SQUARE CONCRETE MONUMENT (NO IDENTIFICATION) MARKING THE NORTHWEST CORNER OF SAID LANDS; THENCE SOUTH 2°02'58" EAST, ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 428.42 FEET TO A 4" SQUARE CONCRETE MONUMENT (RLS 509) MARKING THE SOUTHWEST CORNER OF SAID LANDS, SAID POINT ALSO BEING ON THE NORTH LINE OF AFOREMENTIONED SHAW FARMS OF ALACHUA, AND ALSO BEING ON THE SOUTH LINE OF LANDS AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1466 AT PAGE 377, PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE SOUTH 88°20'20" WEST, ALONG THE NORTH LINE OF SAID SHAW FARMS OF ALACHUA AND IT'S WESTERLY EXTENSION AND ALSO THE SOUTH LINE OF SAID LANDS IN OFFICIAL RECORDS BOOK 1466 AT PAGE 377, A DISTANCE OF 2415.15 FEET TO A 4" SQUARE CONCRETE MONUMENT (RLS 509); THENCE SOUTH 88°16'47" WEST, ALONG SAID SOUTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1466 AT PAGE 377, A DISTANCE OF 435.44 FEET TO THE EAST RIGHT-OF-WAY LINE OF NORTHWEST COUNTY ROAD 241 (A.K.A. NORTHWEST 140TH STREET), HAVING AN 80 FOOT RIGHT-OF-WAY; THENCE NORTH 5°14'16" WEST, ALONG THE SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 370.10 FEET TO 5/8" STEEL ROD AND CAP STAMPED FLA DOT, MARKING THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 11,419.16 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 3°39'24" WEST, 630.18 FEET; THENCE ALONG SAID EAST RIGHT OF WAY, NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 3°09'44", AN ARC DISTANCE OF 630.26 FEET TO A 5/8" STEEL ROD AND CAP STAMPED FLA DOT, MARKING THE END OF SAID CURVE; THENCE NORTH 2°05'16" WEST, ALONG THE SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 1661.20 FEET TO THE SOUTHWEST CORNER OF HIDDEN MEADOWS, A RECORDED IN PLAT BOOK "R", PAGE 2 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 88°20'46" EAST, ALONG THE SOUTH LINE OF SAID HIDDEN MEADOWS, A DISTANCE OF 1501.59 FEET TO A 4" SQUARE CONCRETE MONUMENT (NO IDENTIFICATION) MARKING THE SOUTHEAST CORNER OF SAID HIDDEN MEADOWS; THENCE NORTH 2°35'34" WEST, ALONG THE EAST LINE OF SAID HIDDEN MEADOWS, A DISTANCE OF 25.97 FEET TO A 4" SQUARE CONCRETE MONUMENT (PRM LS 3784) MARKING THE SOUTHWEST CORNER OF LANDS AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2396 AT PAGE 1039 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE NORTH 88°20'38" EAST, ALONG THE SOUTH LINE OF SAID LANDS, A DISTANCE OF 2900.15 FEET TO A SET 5/8" STEEL ROD AND CAP STAMPED PRM LB 5075 MARKING THE SOUTHEAST CORNER OF SAID LANDS; THENCE NORTH 2°22'09" WEST, ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 660.12 FEET TO A 4" SQUARE CONCRETE MONUMENT (PRM LS 3784) MARKING THE NORTHWEST CORNER OF LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2900 AT PAGE 1014 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE SOUTH 54°04'53" EAST, ALONG THE SOUTHWESTERLY LINE OF SAID LANDS, A DISTANCE OF 1259.13 FEET TO A SET 5/8" STEEL ROD AND CAP STAMPED PRM LB 5075 MARKING THE SOUTHERLY MOST CORNER OF SAID LANDS; THENCE NORTH 54°27'14" EAST, ALONG THE EASTERLY LINE OF SAID LANDS, A DISTANCE OF 128.78 FEET TO 4" SQUARE CONCRETE MONUMENT (TOP BROKEN NO IDENTIFICATION) MARKING THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 930.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°44'39" EAST, 806.85 FEET; THENCE NORTHERLY ALONG SAID EASTERLY LINE, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 51°25'01", AN ARC DISTANCE OF 834.58 FEET TO A 4" SQUARE CONCRETE MONUMENT (PRM LB 2389) MARKING THE END OF SAID CURVE AND THE NORTHEAST CORNER OF SAID LANDS; THENCE SOUTH 88°19'23" WEST, ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 247.83 FEET TO A 4" SQUARE CONCRETE MONUMENT (RLS 509) MARKING THE INTERSECTION WITH THE EAST

LINE OF AFOREMENTIONED FRACTIONAL SECTION 23; THENCE NORTH 2°22'57" WEST, ALONG SAID EAST LINE OF FRACTIONAL SECTION 23, A DISTANCE OF 308.43 FEET TO THE POINT-OF-BEGINNING.

LESS AND EXCEPT RIGHT OF WAY OF SAN FELASCO PARKWAY, AS PER OFFICIAL RECORDS BOOK 4672, PAGE 1075 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A TRACT OF LAND SITUATED IN FRACTIONAL SECTIONS 23 AND 24, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, ALSO BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1466 AT PAGE 377 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT 4" SQUARE CONCRETE MONUMENT (NO IDENTIFICATION) MARKING THE NORTHEAST CORNER OF THE SOUTH ONE-HALF (1/2) OF THE NORTHEAST ONE-QUARTER (1/4) OF THE AFOREMENTIONED FRACTIONAL SECTION 23; THENCE SOUTH 2°22'57"EAST, ALONG THE EAST LINE OF SAID FRACTIONAL SECTION 23 AND ALSO BEING THE WEST LINE OF REPLAT OF PROGRESS CENTER AS PER PLAT THEREOF RECORDED IN PLAT BOOK P, PAGES 48 AND 49 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, A DISTANCE OF 1650.94 FEET TO A 4" SQUARE CONCRETE MONUMENT (PRM 3456) MARKING THE SOUTHWEST CORNER OF SAID REPLAT OF PROGRESS CENTER AND THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE OF SAID FRACTIONAL SECTION 23, AND ALONG THE SOUTH LINE OF SAID REPLAT OF PROGRESS CENTER, SOUTH 88°19'42" EAST, A DISTANCE OF 372.92 FEET TO A 4" SQUARE CONCRETE MONUMENT (PRM LB 2389); THENCE SOUTH 2°24'55" EAST, A DISTANCE OF 197.02 FEET TO A 4" SQUARE CONCRETE MONUMENT (NO IDENTIFICATION, TOP BROKEN) MARKING THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1050.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 26°02'02" WEST, 999.68 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 56°51'14", AN ARC DISTANCE OF 1041.90 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 54°27'10" WEST, A DISTANCE OF 441.64 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1810.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 56°43'32" WEST, 143.57 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°32'45", AN ARC DISTANCE OF 143.60 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 29°25'07" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 60°34'53" WEST, A DISTANCE OF 100.00 FEET; THENCE NORTH 29°25'07" WEST, A DISTANCE OF 20.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1810.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 70°37'37" WEST, 532.74 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°55'31", AN ARC DISTANCE OF 534.68 FEET TO THE END OF SAID CURVE; THENCE SOUTH 09°19'39" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 80°40'21" WEST, A DISTANCE OF 100.00 FEET; THENCE NORTH 09°19'39" WEST, A DISTANCE OF 20.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1810.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 85°16'42" WEST, 190.90 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 6°02'45", AN ARC DISTANCE OF 190.99 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 88°18'04" WEST, A DISTANCE OF 551.14 FEET; THENCE SOUTH 01°41'56" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 88°18'04" WEST, A DISTANCE OF 100.00 FEET; THENCE NORTH 01°41'56" WEST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 88°18'04" WEST, A DISTANCE OF 1324.31

FEET; THENCE SOUTH 01°41'56" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 88°18'04" WEST, A DISTANCE OF 100.00 FEET; THENCE NORTH 01°41'56" WEST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 88°18'04" WEST, A DISTANCE OF 432.20 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1700.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 85°45'52" WEST, 351.51 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°52'06", AN ARC DISTANCE OF 352.14 FEET TO THE POINT OF TANGENCY; THENCE NORTH 79°49'49" WEST, A DISTANCE OF 563.98 FEET THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1580.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 81°18'53"WEST, 81.85 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°58'07", AN ARC DISTANCE OF 81.86 FEET TO THE END OF SAID CURVE THENCE SOUTH 05°23'16" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 84°36'44" WEST, A DISTANCE OF 100.00 FEET; THENCE NORTH 05°23'16" EAST, A DISTANCE OF 20.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1580.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 89°15'24" WEST, 156.07 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°39'43", AN ARC DISTANCE OF 156.14 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 87°54'44" WEST, A DISTANCE OF 421.65 FEET; THENCE SOUTH 02°05'16" EAST, A DISTANCE OF 250.00 FEET; THENCE SOUTH 87°54'44" WEST, A DISTANCE OF 20.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF COUNTY ROAD 241, (ALSO KNOWN AS NW 140TH/ STREET, AN 80 FOOT WIDE PUBLIC RIGHT OF WAY); THENCE RUN NORTH 2°05'16" WEST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 370.00 FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, NORTH 87°54'44"EAST, A DISTANCE OF 441.65 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1700.00 FEET AND SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 89°11'34" EAST, 171.72 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°47'24", AN ARC DISTANCE OF 171.79 FEET TO THE END OF SAID CURVE; THENCE NORTH 05°23'16" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 84°36'44" EAST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 05°23'16" WEST, A DISTANCE OF 20.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1700.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 81°22'43" EAST, 91.86 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°05'47", AN ARC DISTANCE OF 91.88 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 79°49'49" EAST, A DISTANCE OF 563.98 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1580.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 81°14'53" EAST, 78.18 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°50'07", AN ARC DISTANCE OF 78.19 FEET TO THE END OF SAID CURVE; THENCE NORTH 05°31'15" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 84°28'45" EAST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 05°31'15" WEST, A DISTANCE OF 20.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1580.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 88°59'44" EAST, 149.03 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°24'22", AN ARC DISTANCE OF 149.08 FEET TO THE POINT OF TANGENCY; THENCE NORTH 88°18'04" EAST, A DISTANCE OF 432.20 FEET; THENCE NORTH 01°41'56" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 88°18'04" EAST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 01°41'56" EAST, A DISTANCE OF 20.00 FEET; THENCE NORTH 88°18'04" EAST, A DISTANCE OF 629.24 FEET; THENCE NORTH 01°41'56" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 88°18'04" EAST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 01°41'56" EAST, A

DISTANCE OF 20.00 FEET; THENCE NORTH 88°18'04" EAST, A DISTANCE OF 595.07 FEET; THENCE NORTH 01°41'56" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 88°18'04" EAST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 01°41'56" EAST, A DISTANCE OF 20.00 FEET; THENCE NORTH 88°18'04" EAST, A DISTANCE OF 551.14 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1690.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 75°17'20" EAST, 761.04 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 26°01'28", AN ARC DISTANCE OF 767.62 FEET TO THE END OF SAID CURVE; THENCE NORTH 29°25'07" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 60°34'53" EAST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 29°25'07" EAST, A DISTANCE OF 20.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1690.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 56°40'09" EAST, 130.73 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°26'00", AN ARC DISTANCE OF 130.77 FEET TO THE POINT OF TANGENCY; THENCE NORTH 54°27'09"EAST, A DISTANCE OF 312.86 FEET TO THE SOUTHERLY MOST CORNER OF LANDS AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2900 AT PAGE 1014 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE ALONG THE EASTERLY LINE OF SAID LANDS THROUGH THE FOLLOWING TWO COURSES; 1) NORTH 54°27'14"EAST, A DISTANCE OF 128.80 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 930.00 FEET AND SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°45'06" EAST, 806.91 FEET; 2) NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 51°25'15", AN ARC DISTANCE OF 834.64 FEET TO A 4" SQUARE CONCRETE MONUMENT STAMPED "PRM LB 2389" MARKING THE NORTHEAST CORNER OF SAID LANDS; THENCE SOUTH 88°19'23" WEST, ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 247.95 FEET TO A 4" SQUARE CONCRETE MONUMENT STAMPED "RLS 509" MARKING IT'S INTERSECTION OF THE EAST LINE OF SAID FRACTIONAL SECTION 23; THENCE NORTH 02°22'57" WEST, ALONG THE EAST LINE OF SAID FRACTIONAL SECTION 23, A DISTANCE OF 308.42 FEET TO THE POINT OF BEGINNING.

CHW Professional Consultants

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EXHIBIT "B"

MEMORANDUM

To: **Justin Tabor, AICP**

From: **Leena Rosario**

Date: **08/07/2023**

RE: **Convergence Bike Depot – Tree Mitigation Payment**

Good morning Justin,

The following is some research to determine a mitigation cost per replacement tree for Convergence Bike Depot. As outlined in City of Alachua Code Sec. 6.2.1(D)(7):

(a) The City may allow off-site mitigation for required tree replacement that cannot be accommodated through on-site mitigation. Trees authorized for off-site mitigation shall be planted in City-owned properties and parks, City rights-of-way, and preservation or conservation areas owned by the City. The City may also plant trees within the medians and rights-of-way of State and County roads where an interlocal agreement authorizes such plantings.

(b) The City will establish a separate fund within the City's chart of accounts to be used exclusively for off-site tree mitigation payments. Funds withdrawn from this account shall be spent solely for the planting and maintenance of new trees in accordance with this section.

(c) The off-site mitigation formula shall be equal to the cost of the replacement tree, plus installation (labor and equipment), plus maintenance for one year, plus fund administration. This formula will be multiplied by the number of trees to be planted. The fee for off-site tree mitigation shall be adopted by the City Commission through resolution.

(d) Fees for off-site mitigation shall be paid to the City prior to the issuance of any tree removal permit or building permit for new construction with an approved site plan or plat. Receipts for payment will be specifically marked for the off-site mitigation account.

The following information provided outlines the process by which we have determined our mitigation payment calculations.

Description of Project Mitigation

Within this project, there are several trees proposed to be removed from the subject parcel. The majority of the trees to be removed are undesirable species such as Laurel Oaks which are trees that present potential long-term safety and maintenance issues as they mature. Therefore, most existing trees around Building 4 of the site are proposed for removal.

We are also proposing tree preservation at the east part of the site. 41 replacement trees have been proposed on the site (as indicated on the plans with an “M”). After the placement of these mitigation trees, there is still a deficit of mitigation trees required totaling 137 trees at 1.5”/tree. Due to the locations of proposed structures, parking, and code-required tree plantings, there is inadequate space on the site at the completion of construction to provide all 137 additional replacement trees for mitigation. Therefore, we are proposing a mitigation payment in lieu of on-site planting.

Determination of Replacement Tree Cost

At least 50% of the replacement trees must be shade trees, according to Sec.6.2.1(D)(4). According to Sec. 6.2.2(D)(8)(b)(ii), “Canopy trees shall be a minimum of eight feet in height with the caliper based on the tree type per Florida Nursery and Grade Standard.” The remaining 50% of the replacement trees shall be ornamental/understory trees, which, as outlined in Sec. 6.2.2(D)(8)(b)(iii), should be a minimum of 1 ½” caliper.

To establish this number, we have taken the given installed cost for a 30 gallon tree or the average, installed cost for 30 gallon trees provided to us on each of three recent and comparable projects to obtain the unit price per caliper inch. This number was multiplied by 2" caliper inches to get the unit price per 30 gallon/2" caliper tree. The calculations are below:

Project #1:
Given Bid Cost: 30 gal.,2" cal. =$149
Therefore, the given bid cost for a 30 gallon tree = $149.00

Project #2:
Given Bid Cost: 30 gal., 2" cal. =$179
Therefore, the given bid cost for a 30 gallon tree = $179.00

Project #3:
Given Bid Cost: 30 gal., 2" cal. =$149
Therefore, the given bid cost for a 30 gallon tree = $149.00

Overall Average:
30 gal. $159.00

Establishment/maintenance costs vary across projects, so we have done some research to estimate a standard cost. For the purposes of this project we will utilize the Florida Department of Transportation's standard, which is an additional 24% in establishment/maintenance costs (see Attachment 'A').

Therefore: $159.00 + and additional 24% = $197.16 per tree (installed + establishment/maintenance cost). The City of Alachua also requires an additional 10% fund administration as per Sec. 6.2.1(D)(7)(c), so our estimation of the cost per replacement tree is **$216.88 per tree.**

Mitigation Calculations

Heritage Trees (>30", at Inch-For Inch Replacement)
Total Inches Removed = 317"
Total Mitigation Inches Required = 317"
Total Mitigation Trees Required (@ 2" per tree) = 159 trees

Regulated Trees (<30", >10", at 1:1 Replacement)
Total Regulated Trees Removed = 19 trees
Total Mitigation Trees Required = 19 Trees

Total Mitigation Payment
Total Mitigation Trees Required = 178 trees
Total Mitigation Provided = 41 trees
Total Mitigation Tree Deficit = 137 trees

137 replacement trees x $216.88 per tree = $29,712.56

Total Mitigation Payment Required = $29,712.56

Centennial FDOT 1915 ★ 2015

Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JIM BOXOLD
SECRETARY

PROGRAM MANAGEMENT MEMORANDUM 15-01
PROJECT MANAGEMENT MEMORANDUM NO. 15-01
DCE MEMORANDUM NO. 04-15
DME MEMORANDUM NO. 15-01

DATE: February 13, 2015

TO: Directors of Transportation Development, Directors of Transportation Operations, District Design Engineers, District Construction Engineers, District Maintenance Engineers, and District Program Management Engineers/Administrators

FROM: David A. Sadler, P.E., Director, Office of Construction
Tim Lattner, P.E., Director, Office of Maintenance
Trey Tillander, P.E., Manager, Office of Program Management
Bob Crim, P.E., Manager, Production Support Office
Kendra Sheffield, Manager, Work Program Development

COPIES: Brian Blanchard, Tom Byron, Duane Brautigam, Greg Davis, Daniel Scheer, Rudy Powell, Jeff Caster

SUBJECT: Implementation of Landscape Contracts

BACKGROUND

In 2013, the Executive Team established a new policy through Engineer and Operations (E&O) Memo 13-1 to program stand alone landscape projects using maintenance contract language and Phase 52 funds. This will allow landscape contracts to remain open throughout the plant establishment period and is expected to improve the Department's ability to enforce contract deliverables throughout the entire establishment period. All costs during the establishment period are incorporated as part of the capital cost of the plant material and will function as a warranty against loss.

REQUIREMENTS

Landscaping Included as Part of the Roadway Construction Project:

Landscape installations totaling the lesser of $100,000 or 10% of the preliminary cost estimate may continue to be included in a roadway construction project (including Design-Build roadway construction projects), as incidental landscape work.

There is no establishment period included in the specifications governing these roadway construction projects. Districts should determine who will be responsible for establishment and maintenance. If the party responsible for the landscape maintenance is someone other than the Department (i.e., Local Agency, etc.) a Maintenance Memorandum of Agreement must be fully executed during the project design and no later than the project letting.

Stand-alone Landscaping Projects:

The stand-alone landscaping projects will be programmed as either dependent or independent stand-alone projects for all fiscal years. Stand-alone landscaping projects will be advertised as Maintenance contracts and include Maintenance specifications which contain contract terms establishing an installation period and defined milestones for an establishment period of two years. No more than seventy-six percent of the contract amount will be paid prior to the start of the establishment period after which monthly payments to the contractor will be issued only upon satisfactory performance. The landscape installation Maintenance specification has been created to support this change (see Specification at: http://www.dot.state.fl.us/specificationsoffice/Maintenance/Jan15/default.shtm).

Dependent Stand-alone Landscaping Projects:

Landscaping associated with a roadway construction project will be programmed as a stand-alone landscape project in **the year in which roadway construction is anticipated for completion** and will be scheduled immediately following roadway construction. If the roadway construction project is federally funded, the landscaping work may also be eligible for the same federal funds.

Independent Stand-alone Landscaping Projects:

Landscaping not associated with a roadway construction project will be programmed as stand-alone landscape project in the year in which the landscape project is ready for production. Independent stand-alone landscaping projects will be state funded and let in the District Office.

Performance Bond:

The performance bond required in the Maintenance specifications, SP0030500 Award of Contract, is an annual renewable bond so that the contractor does not have to obtain a bond for 2+ years for the full contract value. The performance bond covers the installation period and the establishment period or the total contract time allowed.

Example: If the contract time is 930 days (2.55 years) with a hypothetical value of $5 million, take the $5 million and divide by the 2.55 years to arrive at the annual bond amount of $1,960,784. Therefore, the first 12 months of the contract will require a performance bond for $1,960,784; for the second 12 months, a performance bond for $1,960,784; and for the final 7 months a performance bond for $1,078,431 (which is the remaining contract amount $1,960,784x 2 = $3,921,568 minus $5,000,000 = $1,078,431).

Pay Items:
These contracts will be lump sum, and therefore there would only be one pay item (999-2). Seventy-six percent (76%) of the total contract value is payable upon completion of the planting, with the other twenty four-percent (24%) being paid monthly over the two year establishment period. The contractor is required to submit a schedule of values just as they would on a lump sum contract. Failure to perform will be a reduction in payment and not treated as retainage.

Contract Time:
Stand-alone landscaping contracts are to be designated in the AASHTO Projects (formerly Trns•port) Preconstruction system as Calendar Day Contracts. A Calendar Day Contract can be designated by selecting the "Time" tab on the "Proposal Summary" page and then selecting "CD-Calendar Days" on the "Type of Days" drop-down menu.

Incidental Work:
The intent is that these are landscape contracts, and will only include items of work that are necessary for the installation of the landscaping. Any items incidental to the landscaping would be exactly that, "incidental," and included in the lump sum landscape pay item. It is important to minimize the amount of work required which is not directly related to the installation of landscape plantings. For dependent landscape projects, all of the site work and any associated hardscape should be included in the highway construction contract. For independent landscape projects, it may be necessary to include some incidental items of work, but if this work amounts to a large portion of the contract work, consideration should be given to letting a separate construction project to accomplish the site work and non-landscape planting work necessary for the project.

Funding:
A Federal funding process for stand-alone landscaping has not been developed. Independent landscaping work by itself is no longer eligible for federal funds. For landscaping to be federally funded, it has to be part of the overall highway construction work authorized by FHWA. Going forward, FHWA has agreed to fund landscaping work that is a component of a highway construction project as a separate contract following the completion of the highway construction contract; with both contracts fulfilling the overall construction of the federally funded project. These are referred to as dependent stand-alone landscape projects.

Coordination:
The District Landscape Architects should be a common participant in all of these projects. For the stand-alone landscape packages, the preparer of the specifications package will need to coordinate closely with Maintenance staff and District contracting staff.

The District Landscape Architect is to be involved throughout all phases of landscape projects. Involvement of the District Landscape Architect during roadway and landscape design, construction and maintenance is necessary to fully comply with the Department Environmental Policy and Highway Beautification Policy.

Contract Administration:
The contract administration of the stand-alone landscape projects needs to be determined by each Director of Transportation Operations. The administration of stand-alone landscape projects can be performed by District Maintenance staff, District Construction staff, or a combination of these.

IMPLEMENTATION

This joint bulletin/memo is effective immediately and supersedes Estimates Bulletin 13-10, Project Management Memo 13-02, DCE Memorandum 13-21 and DMDH Memorandum 13-03.

The stand-alone Landscaping Specification is currently on Specs-on-the-Web as a Maintenance Specification (SS5800000) for use by the District Offices to execute a contract for all landscaping projects that meet the criteria described above.

The appropriate (Federal Aid or Non-Federal Aid) Construction landscaping Special Provision (SP5800000 Landscaping) will be used for any landscaping work that is to remain in the roadway construction contract starting with July 2015 lettings.

CONTACT

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DFB/DAS/TRL/VYT/KHS/dls

I. LANDSCAPE MATERIALS

KEY	QUAN-TITY	COMMON NAME	SIZE	UNIT COST	AMOUNT
		TREES			
AR	77	Florida Flame Red Maple - 11' Ht. x 3' Spr.; 2.5" Cal.	#30	149.00	11,473.00
BN	59	Dura Heat River Birch - 12' Ht. x 3.5' Spr.; 2.5" Cal.	#30	149.00	8,791.00
CC	5	Eastern Redbud - 10' Ht. x 4' Spr.; 2.5" Cal.	#30	149.00	745.00
CV	31	White Fringetree - 9' Ht. x 2.5' Spr.; 1.5" Cal.	#15	109.00	3,379.00
IC	25	Dahoon Holly - 7' Ht. x 3' Spr.; 2.5" Cal.	#30	149.00	3,725.00
LT	12	Tulip Tree - 11' Ht. x 3' Spr.; 2.5" Cal.	#30	149.00	1,788.00
MGB	54	Bracken's Brown Beauty Magnolia - 12' Ht. x 3.5' Spr.; 2.5" Cal.	#30	149.00	8,046.00
PA	29	Chickasaw Plum - 6' Ht. x 2.5' Spr.; 1.5" Cal.	#15	109.00	3,161.00
PO	7	Sycamore - 12' Ht. x 4.5' Spr.; 2.5" Cal.	#30	149.00	1,043.00
QN	39	Nuttall Oak - 12' Ht. x 3.5' Spr.; 2.5" Cal.	#30	149.00	5,811.00
QO	16	Basket Oak - 12' Ht. x 3.5' Spr.; 2.5" Cal.	#30	159.00	2,544.00
QS	15	Shumard Red Oak - 12' Ht. x 3.5' Spr.; 2.5" Cal.	#30	149.00	2,235.00
QV	44	Seedling Southern Live Oak - 12' Ht. x 4.5' Spr.; 2.5" Cal.	#30	179.00	7,876.00
QVC	34	Cathedral Live Oak - 14' Ht. x **5.5**' Spr.; 3.5" Cal.	#65	599.00	20,366.00
TD	129	Bald Cypress - 12' Ht. x 3.5' Spr.; 2.5" Cal.	#30	149.00	19,221.00
UA	33	Winged Elm - 12' Ht. x 6' Spr.; 3.5" Cal.	#65	599.00	19,767.00
VOW	78	Walter's Viburnum - 7' Ht. x 3' Spr.; 2.5" Cal.	#30	149.00	11,622.00
		SHRUBS			
HD	570	Cucumberleaf Sunflower – Full	#1	6.00	3,420.00
MU	3,262	Pink Muhly – Full	#1	6.00	19,572.00
SB	1,625	Sandcord Grass – Full	#1	6.00	9,750.00

Item No.	Item	Qty	Unit	Unit Cost	Cost	Description
A.	**Trees**					
1	Betula nigra 'Dura Heat'- Dura Heat River Birch	8	Ea	790.00	$ 6,320.00	65 gallon
2	Magnolia grandiflora 'DD Blanchard'	12	Ea	950.00	$ 11,400.00	100 gallon
3	Quecus Geminata	16	Ea	179.00	$ 2,864.00	30 gallon
4	Quercus virginiana - Southern Live Oak Seedling	84	Ea	179.00	$ 15,036.00	30 gallon
5	Quercus virginiana - Boardwalk Live Oak	20	Ea	179.00	$ 3,580.00	30 gallon
6	Quercus virginiana - Southern Live Oak Seedling	18	Ea	950.00	$ 17,100.00	100 gallon
7	Ulmus alata- Winged Elm	63	Ea	179.00	$ 11,277.00	30 gallon
8	Ulmus Parvifolia 'Allee'	25	Ea	179.00	$ 4,475.00	30 gallon
				Trees Subtotal	$ 72,052.00	
B.	**Palm Trees**					
9	Sabal Palmetto	44	Ea	360.00	$ 15,840.00	C.T. Varies
				Palms Subtotal	$ 15,840.00	
B.	**Shrubs & Groundcovers**					
10	Galphimia Gracius	17	Ea	49.00	$ 833.00	7 gallon
11	Podocarpus Macrophyllus	86	Ea	139.00	$ 11,954.00	15 gallon
12	Viburnum obovatum 'Mrs. Shiller's Delight' - Mrs. Shillers Delight Viburnum	506	Ea	9.00	$ 4,554.00	3 gallon
				Shrubs & Groundcovers Subtotal	$ 17,341.00	
C.	**Sod**					
13	Empire Zoysia Sod	247,282	SF	.56	$ 138,477.92	weed free and sand grown sod
14	Argentine Bahia Sod	140,060	SF	.31	$ 43,418.60	weed free and sand grown sod
15	Bermuda Grass Sod	213,804	SF	.56	$ 119,730.24	weed free and sand grown sod
				Sod Subtotal	$ 301,626.76	
D.	**Irrigation**					
16	Irrigation		LS		158,391.40	
				Irrigation Subtotal	$ 158,391.40	
	Project Subtotal				$ 565,251.16	
					$	
	PROJECT GRAND TOTAL				$ 628,918.01	

I. LANDSCAPE MATERIALS					
KEY	**QUAN-TITY**	**COMMON NAME**	**SIZE**	**UNIT COST**	**AMOUNT**
		TREES			
AR	6	Florida Flame Red Maple - 11' ht. 4' spr. x 2.5" cal.	#30	149.00	894.00
BN	23	Dura Heat River Birch - 12' ht. 4' spr. x 5" cal., Multi-Trunk	#30	149.00	3,427.00
INS	12	Nellie R. Stevens Holly – 13.5' ht. 5' spr. x 3.5" cal.	#65	790.00	9,480.00
JS	3	Southern Red Oak - 12' ht. x 42" spr. x 2" cal.	#30	149.00	447.00
MGD	22	DD Blanchard Magnolia - 12' ht. x 4' spr. x 2.5" cal.	#30	179.00	3,938.00
QG	24	Sand Live Oak - 12' ht. x 54" spr. x 2" cal.	#30	179.00	4,296.00
QS	15	Shumard Red Oak - 12' ht. x 4' spr. x 2.5" cal.	#30	149.00	2,235.00
QVB	47	Boardwalk Live Oak - 22' ht. x 10' spr. x 6" cal.	#200	1,650.00	77,550.00
QVH	11	Highrise Live Oak - 17' ht. x 6.5' spr. x 4" cal.	#100	850.00	9,350.00
TD	15	Bald Cypress - 12' ht. x 42" spr. x 2.5" cal., Full to Base	#30	149.00	2,235.00
UPE	8	Allee Elm - 10' ht. x 4' spr. x 2" cal.	#30	179.00	1,432.00
VC	9	Chaste Tree - 12' ht. x 6' spr. x 3.5" cal.	#65	510.00	4,590.00
VOW	7	Walter's Viburnum - 7' ht. x 3' spr. x 2" cal.	#30	149.00	1,043.00
		PALM TREES			
SP12	14	Sabal Palm - 12" min. DBH 12'-18' c.t.	FG	360.00	5,040.00
SP14	26	Sabal Palm - 12" min. DBH 12'-18' c.t.	FG	360.00	9,360.00
SP16	13	Sabal Palm - 12" min. DBH 12'-18' c.t.	FG	360.00	4,680.00
SP18	14	Sabal Palm - 12" min. DBH 12'-18' c.t.	FG	360.00	5,040.00
		SHRUBS			
GG	6	Rain of Gold (Thryallis) - 18" ht. x 18" spr.	#7	49.00	294.00

Convergence Research Park Bike Depot
Site Plan
Vicinity Map

Prepared by the City of Alachua
Planning & Community Development Department

Prepared June 2023

DISCLAIMER: Data is provided "as is" without warranty of any representation of accuracy, timeliness, or completeness. The burden of determining accuracy, timeliness, or completeness for use rests solely on the requestor. The City makes no warranties, expressed or implied, as to the use of the data. The requestor acknowledges and accepts the limitations of the data, including the fact that the data is dynamic and in a constant state of maintenance, correction, and update.

0 500 1,000 2,000 Feet

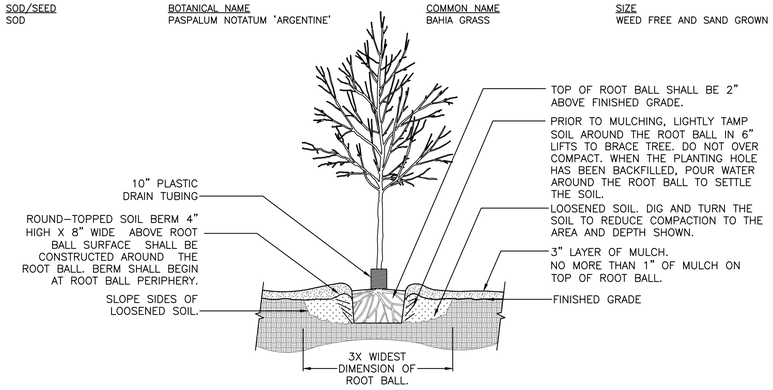
PLANT SCHEDULE

TREES	QTY	BOTANICAL NAME	COMMON NAME	SIZE
IAE	2	ILEX X ATTENUATA 'EAGLESTON'	EAGLESTON HOLLY	30 GAL, 7' HT, 3' SPR, 2" CAL
IV	28	ILEX VOMITORIA	YAUPON HOLLY	15 GAL., 6' HT., 30" SPR., 1.5" CAL.
MGD	30	MAGNOLIA GRANDIFLORA 'DD BLANCHARD'	DD BLANCHARD MAGNOLIA	30 GAL, 12' HT, 42" SPR, 2" CAL
QO	12	QUERCUS MICHAUXII	BASKET OAK	30 GAL, 12' HT, 42" SPR, 2" CAL
QVP	11	QUERCUS VIRGINIANA 'PARKSIDE'	PARKSIDE LIVE OAK	30 GAL, 12' HT, 54" SPR, 2" CAL
TD	48	TAXODIUM DISTICHUM	BALD CYPRESS	30 GAL, 12' HT, 42" SPR, 2" CAL
UA	7	ULMUS ALATA	WINGED ELM	30 GAL, 10' HT, 4' SPR, 2" CAL
VOW	24	VIBURNUM OBOVATUM	WALTER'S VIBURNUM	15 GAL, 6' HT, 30" SPR, 1.5" CAL

SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	SIZE
IN	243	ILEX VOMITORIA 'NANA'	DWARF YAUPON	3 GAL, 7" HT, 14" SPR
VD	128	VACCINIUM DARROWII	LOWBUSH BLUEBERRY	3 GAL., 16" HT. X 12" SPR.
VOS	121	VIBURNUM OBOVATUM 'MRS. SHILLER'S DELIGHT'	MRS. SHILLERS DELIGHT VIBURNUM	3 GAL., 18" HT., 18"SPR.
ZF	93	ZAMIA FLORIDANA	COONTIE	3 GAL., 15" HT X 15" HT.

GROUND COVERS	QTY	BOTANICAL NAME	COMMON NAME	SIZE	SPACING
MU	1,187	MUHLENBERGIA CAPILLARIS	PINK MUHLY	1 GAL., FULL	18" o.c.
RA	64	RUDBECKIA AMPLEXICAULIS	BLACK-EYED SUSAN	1 GAL., FULL	24" o.c.
SB	195	SPARTINA BAKERI	SAND CORD GRASS	1 GAL., FULL	42" o.c.
TG	152	TRIPSACUM DACTYLOIDES	FAKAHATCHEE GRASS	1 GAL., FULL	42" o.c.

SOD/SEED	BOTANICAL NAME	COMMON NAME	SIZE
SOD	PASPALUM NOTATUM 'ARGENTINE'	BAHIA GRASS	WEED FREE AND SAND GROWN SOD



1 TREE PLANTING DETAIL
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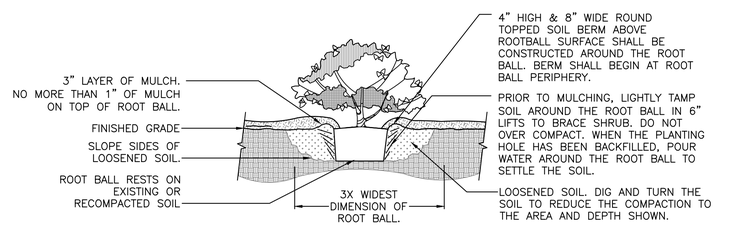
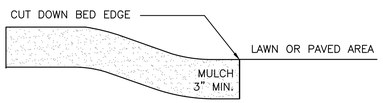
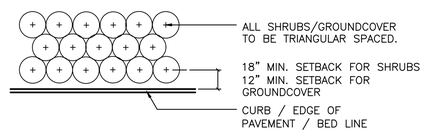


2 SHRUB PLANTING DETAIL
SCALE: N.T.S.



3 MULCH DETAIL
SCALE: N.T.S.



NOTE: THE PERIMETER OF ALL CURVED PLANTING BEDS SHALL BE PLANTED WITH A ROW OF SHRUBS AS SHOWN IN THE PLANS AND AT THE SPACING SHOWN IN THE PLANT LIST. INTERIOR PORTIONS OF EACH BED SHALL BE PLANTED AT APPROPRIATE SPACING ACCORDING TO THIS PLANT SPACING DETAIL.

4 SHRUB PLANTING DETAIL
SCALE: N.T.S.

PERIMETER BUFFER LANDSCAPE REQUIREMENTS [Section 6.2.2(D)(3)]

LOCATION	BUFFER LENGTH & TYPE	LANDSCAPE REQUIRED	LANDSCAPE PROVIDED
WEST PERIMETER	339 L.F. BUFFER TYPE 'A'	OPTION 2 1 CANOPY TREE/60 LF = 6 CANOPY TREES REQUIRED CONTINUOUS HEDGE REQUIRED	6 CANOPY TREES PROVIDED CONTINUOUS HEDGE PROVIDED
EAST PERIMETER	217 L.F. BUFFER TYPE 'A'	OPTION 2 1 CANOPY TREE/60 LF = 4 CANOPY TREES REQUIRED CONTINUOUS HEDGE REQUIRED	4 CANOPY TREES PROVIDED CONTINUOUS HEDGE PROVIDED
SOUTHEAST PERIMETER	415 L.F. BUFFER TYPE 'D'	OPTION 2 1 CANOPY TREE/25 LF = 17 CANOPY TREES REQUIRED 1 UNDERSTORY HEDGE/35 LF = 12 UNDERSTORY TREES REQUIRED CONTINUOUS HEDGE REQUIRED	17 CANOPY TREES PROVIDED 12 UNDERSTORY TREES PROVIDED CONTINUOUS HEDGE PROVIDED

PARKING AREA LANDSCAPE REQUIREMENTS [Sec. 6.2.2(D)(2)(a) & (b)]

DESCRIPTION	LANDSCAPE REQUIRED	LANDSCAPE PROVIDED
PARKING AREA PERIMETER LANDSCAPE	PARKING PERIMETER = 650 L.F. 4 CANOPY TREES PER 100 L.F. 2 UNDERSTORY/ORNAMENTAL PER 100 L.F. CONTINUOUS ROW OF SHRUBS 26 CANOPY TREES REQUIRED 13 UNDERSTORY TREES REQUIRED CONTINUOUS ROW OF SHRUBS	26 CANOPY TREES PROVIDED 13 UNDERSTORY TREES PROVIDED CONTINUOUS ROW OF SHRUBS PROVIDED
INTERIOR PARKING AREA LANDSCAPE	PARKING AREA = 41,220 S.F. 1 CANOPY TREE REQUIRED PER 1,800 S.F. 10 SHRUBS REQUIRED PER CANOPY TREE REQUIRED 23 CANOPY TREES REQUIRED 230 SHRUBS REQUIRED	23 CANOPY TREES PROVIDED 230 SHRUBS PROVIDED

SITE LANDSCAPE CALCULATIONS [Sec. 6.2.2(D)(1)(c)]

DESCRIPTION	TREE REQUIREMENTS	TREES PROVIDED
PRIMARY SIDE CANOPY TREES (NORTH SIDE)	3 TREES PER ACRE X 6.42 ACRES = 19 CANOPY TREES REQUIRED	19 CANOPY TREES PROVIDED
REAR SIDE CANOPY TREES (SOUTH SIDE)	2 TREES PER ACRE X 6.42 ACRES = 12 TREES REQUIRED	12 CANOPY TREES PROVIDED
EAST SIDE CANOPY TREES	2 TREES PER ACRE X 6.42 ACRES = 12 TREES REQUIRED	12 CANOPY TREES PROVIDED
WEST SIDE CANOPY TREES	2 TREES PER ACRE X 6.42 ACRES = 12 TREES REQUIRED	12 CANOPY TREES PROVIDED
SITE UNDERSTORY TREES	6 UNDERSTORY TREES PER ACRE X 6.42 ACRES = 36 TREES REQUIRED 50% IN FRONT = 18 TREES REQUIRED 25% ON EAST SIDE = 9 TREES REQUIRED 25% ON WEST SIDE = 9 TREES REQUIRED 36 UNDERSTORY TREES REQUIRED	FRONT SIDE 18 UNDERSTORY TREES PROVIDED EAST SIDE 9 UNDERSTORY TREES PROVIDED WEST SIDE 9 UNDERSTORY TREES PROVIDED 36 UNDERSTORY TREES PROVIDED
BUILDING FACADE	4 CANOPY TREES PER 100 LIN. FT. AND ROW OF SHRUBS REQUIRED ON EACH SIDE BUILDING 1 130 LF NORTH FACADE = 5 TREES REQUIRED 130 LF SOUTH FACADE = 5 TREES REQUIRED 40 LF WEST FACADE = 2 TREES REQUIRED 40 LF EAST FACADE = 2 TREES REQUIRED BUILDING 2 50 LF NORTH FACADE = 6 TREES REQUIRED 50 LF SOUTH FACADE = 5 TREES REQUIRED 16 LF WEST FACADE = 2 TREES REQUIRED BUILDING 3 50 LF NORTH FACADE = 6 TREES REQUIRED 50 LF SOUTH FACADE = 5 TREES REQUIRED 16 LF EAST FACADE = 2 TREES REQUIRED BUILDING 4 50 LF NORTH FACADE = 6 TREES REQUIRED 50 LF SOUTH FACADE = 5 TREES REQUIRED 68 LF WEST FACADE = 2 TREES REQUIRED 68 LF EAST FACADE = 2 TREES REQUIRED BUILDING 5 100 LF NORTH FACADE = 2 TREES REQUIRED 52 LF SOUTH FACADE = 2 TREES REQUIRED 54 LF WEST FACADE = 4 TREES REQUIRED 54 LF EAST FACADE = 4 TREES REQUIRED BUILDING 6 48 LF SOUTH FACADE = 2 TREES REQUIRED 45 LF WEST FACADE = 4 TREES REQUIRED 45 LF EAST FACADE = 4 TREES REQUIRED	BUILDING 1 NORTH FACADE = 5 TREES PROVIDED SOUTH FACADE = 5 TREES PROVIDED WEST FACADE = 2 TREES PROVIDED EAST FACADE = 2 TREES PROVIDED ROW OF SHRUBS ON EACH SIDE BUILDING 2 NORTH FACADE = 6 TREES PROVIDED SOUTH FACADE = 5 TREES PROVIDED WEST FACADE = 2 TREES PROVIDED ROW OF SHRUBS ON EACH SIDE BUILDING 3 NORTH FACADE = 6 TREES PROVIDED SOUTH FACADE = 5 TREES PROVIDED EAST FACADE = 2 TREES PROVIDED ROW OF SHRUBS ON EACH SIDE BUILDING 4 NORTH FACADE = 6 TREES PROVIDED SOUTH FACADE = 5 TREES PROVIDED WEST FACADE = 2 TREES PROVIDED EAST FACADE = 2 TREES PROVIDED ROW OF SHRUBS ON EACH SIDE BUILDING 5 NORTH FACADE = 2 TREES PROVIDED SOUTH FACADE = 2 TREES PROVIDED WEST FACADE = 4 TREES PROVIDED EAST FACADE = 4 TREES PROVIDED ROW OF SHRUBS ON EACH SIDE BUILDING 6 SOUTH FACADE = 2 TREES PROVIDED WEST FACADE = 4 TREES PROVIDED EAST FACADE = 4 TREES PROVIDED ROW OF SHRUBS ON EACH SIDE

LANDSCAPED AREA REQUIREMENT
PER CITY OF ALACHUA COMPREHENSIVE PLAN FUTURE LAND USE ELEMENT, POLICY 2.4.A

TOTAL SITE AREA	6.42 ACRES
TOTAL PROPOSED OPEN AREA	4.42 ACRES
OPEN AREA % OF TOTAL SITE AREA (MIN. 10%)	68.8%
TOTAL PROPOSED LANDSCAPE AREA (EXCLUSIVE OF OPEN AREA)	1.11 ACRES
LANDSCAPED AREA % OF TOTAL SITE AREA (MIN. 10%)	17.3%

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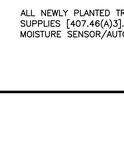
LEGEND



NEW TREES TO BE ADDED

EXISTING TREES TO REMAIN

GENERAL NOTES
ALL ASPHALT, LIMEROCK, AND CONSTRUCTION DEBRIS SHALL BE REMOVED FROM PLANTING BEDS AND SOD AREAS PRIOR TO LANDSCAPE INSTALLATION. IF ENCOUNTERED DURING CONSTRUCTION OR INSTALLATION, THESE SHALL BE EXCAVATED AND REMOVED FROM THE SITE. PLANTING DEPTH OF SOIL IN SUCH AREAS SHOULD BE AT LEAST 3'. IF FILL MUST BE ADDED, IT MUST BE FLORIDA CLEAN DEEP FILL (FREE OF WEED SEEDS) WITH pH 6.0 – 7.5.

ALL LANDSCAPED AREAS SHALL BE MULCHED WITH 3" THICKNESS OF MULCH. PINE BARK MULCH SHALL BE USED IN ALL AREAS, EXCEPT RETENTION AREAS. PINE STRAW MULCH SHALL BE USED IN RETENTION AREAS.

NEW TREES OUTSIDE OF MULCHED LANDSCAPED BEDS WILL BE PROTECTED FROM MOWER AND STRING TRIMMER DAMAGE WITH 10" OF PLASTIC DRAIN TUBING.

LEADER SHOOTS AND MAIN STRUCTURAL LIMBS OF TREES SHALL NOT BE TOPPED OR PRUNED. TREES WILL BE STAKED AS NEEDED. GUYLINES WILL BE OF NON-SYNTHETIC BIODEGRADABLE MATERIAL.

REFER TO CIVIL PLANS FOR TREE BARRICADE DETAILS AND INFORMATION.

GRASSING
ALL DISTURBED AND UNPAVED AREAS TO BE GRASSED WITH SOD THAT IS FREE OF NOXIOUS WEEDS INCLUDING TROPICAL SODA APPLE OR SHALL BE SEEDED AND MULCHED. SEE CIVIL SITE PLANS FOR ADDITIONAL RELATED INFORMATION.

PLANT MATERIAL
ALL PLANT MATERIAL TO BE FLORIDA NO.1 OR BETTER, GRADED IN ACCORDANCE WITH THE STATE OF FLORIDA DEPARTMENT OF AGRICULTURE, DIVISION OF PLANT INDUSTRY'S 'GRADES AND STANDARDS FOR NURSERY PLANTS', CURRENT EDITION AT THE TIME PLANS ARE ISSUED. CALL THE CITY URBAN FORESTRY INSPECTOR AT 352-334-5023 AND LANDSCAPE ARCHITECT PRIOR TO PURCHASING ANY PLANT MATERIAL FOR AN ON SITE INSPECTION AND REVIEW OF LANDSCAPE PLAN.

PLANT QUANTITIES SHOWN ARE FOR PERMITTING PURPOSES ONLY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONFIRM ALL QUANTITIES SHOWN ON THE PLAN.

10% OPEN SPACE REQUIREMENT
AS PER CITY OF ALACHUA LDR SECTION 6.7.3 (A), THE MINIMUM OPEN SPACE SET ASIDE SHALL BE 10% OF THE DEVELOPMENT SITE. REFER TO CIVIL PLANS FOR OPEN SPACE CALCULATIONS.

IRRIGATION
LANDSCAPE IRRIGATION TO BE PROVIDED BY AUTOMATIC IRRIGATION SYSTEM IN ACCORDANCE WITH CITY OF ALACHUA LDR SECTION 6.2.2(D)(6)(B)(VI).

A TEMPORARY OR PERMANENT AUTOMATIC IRRIGATION SYSTEM IS REQUIRED FOR ALL NEW REQUIRED LANDSCAPING INSTALLED [ALACHUA COUNTY LDC SEC. 407.46(A)]. TEMPORARY IRRIGATION SYSTEMS MUST BE REMOVED ONCE THE PLANTS ARE ESTABLISHED OR WITHIN TWO YEARS, WHICHEVER OCCURS FIRST. PRIOR TO THE INSTALLATION OF A NEW PERMANENT IRRIGATION SYSTEM OR SUBSTANTIAL MODIFICATION TO AN EXISTING SYSTEM, AN IRRIGATION PLAN MUST BE SUBMITTED TO AND APPROVED BY THE ALACHUA COUNTY ENVIRONMENTAL PROTECTION DEPARTMENT THROUGH THE ONLINE ALACHUA COUNTY IRRIGATION PROFESSIONAL PORTAL. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING THE IRRIGATION PLAN THROUGH THE IRRIGATION PROFESSIONAL PORTAL. THE IRRIGATION SYSTEM SHALL COMPLY WITH THE LANDSCAPE IRRIGATION DESIGN AND MAINTENANCE STANDARDS FOUND IN ARTICLE II OF PART II, TITLE 7, CHAPTER 79 OF THE ALACHUA COUNTY CODE, WHICH, AMONG ADDITIONAL DESIGN STANDARDS, LIMITS HIGH VOLUME IRRIGATION TO 60% OF THE LANDSCAPED AREA. FOR MORE INFORMATION, CONTACT THE ALACHUA COUNTY ENVIRONMENTAL PROTECTION DEPARTMENT AT 352-264-6800.

ALL NEWLY PLANTED TREES SHALL HAVE INDIVIDUAL LOW FLOW OR MICRO-IRRIGATION SUPPLIES [407.46(A)3]. ALL IRRIGATION SYSTEMS ARE REQUIRED TO HAVE A MOISTURE SENSOR/AUTOMATIC RAINFALL SHUTOFF DEVICE [407.46(A)4].

11801 Research Drive
Alachua, FL 32615
(352) 331-1976
352) 331-2476
www.chw-inc.com
est. 1988 FLORIDA LA0001683
CHW Professional Consultants

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CONSTRUCTION/BID REVISIONS:

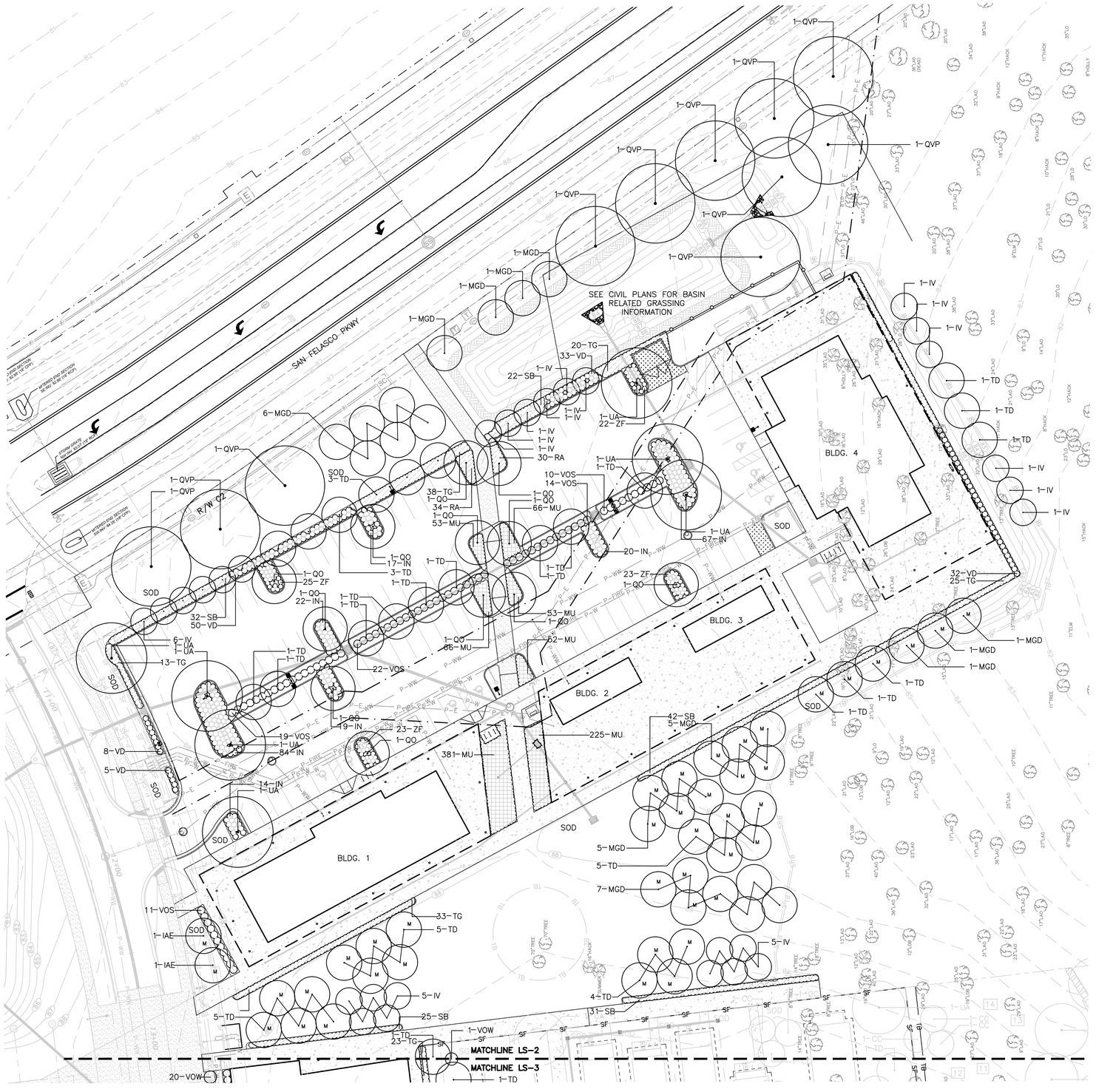
SUBMITTALS
12/09/21 - SUBMITTAL TO CITY OF ALACHUA
01/24/22 - SUBMITTAL TO CITY OF ALACHUA
02/23/23 - SUBMITTAL TO CITY OF ALACHUA
04/12/23 - SUBMITTAL TO CITY OF ALACHUA MAJOR REVISION
07/05/23 - SUBMITTAL TO CITY OF ALACHUA MAJOR REVISION
08/07/23 - SUBMITTAL TO CITY OF ALACHUA MAJOR REVISION

CLIENT: CONCEPT DEVELOPMENT, INC.
PROJECT: CONVERGENCE RESEARCH PARK BIKE DEPOT
SHEET TITLE: LANDSCAPE SCHEDULE, DETAILS, & NOTES

TECHNICIAN: LKOSAKRO
DESIGNER: LKOSAKRO
QUALITY CONTROL: CTOLAR
PROJECT NUMBER: 21-0105.05

SHEET NO.: LS-1

Tech: kenor Plot Date: Aug 03,2023 - 12:10pm Filename: N:\2021\21-0105.05\Department\03_Design\02_DWGs\01_Permitting\21-0105.05 Design Base.dwg



GRAPHIC SCALE
0 15 30 60

TREE MITIGATION CALCULATIONS

CATEGORY	MITIGATION CALCULATIONS
INCH-FOR-INCH REPLACEMENT	HERITAGE TREES 42" LAO.....42" 40" LAO.....40" 33" LAO.....33" 38" LAO.....38" 36" LAO.....36" 30" LAO.....30" 32" LAO.....32" 35" LAO.....35" 31" LAO.....31" TOTAL INCHES REQUIRED.....317" TOTAL TREES REQUIRED (@ 2" CAL./TREE).....159 TREES
1:1 REPLACEMENT	TOTAL TREES TO BE MITIGATED AT 1:1 REPLACEMENT.....19 TREES TOTAL TREES REQUIRED FOR MITIGATION @ 1:1 REPLACEMENT.....19 TREES TOTAL INCHES REQUIRED.....38" TOTAL TREES REQUIRED (@ 2" CAL./TREE).....19 TREES
TOTAL MITIGATION	TOTAL TREES REQUIRED.....178 TREES PROVIDED TREES.....41* TOTAL TREES DEFICIT.....137** *25% OF REQUIRED LANDSCAPING TO BE COUNTED TOWARD MITIGATION [Sec. 6.2.1(4)(D)(b)] **SEE TREE MITIGATION MEMO FOR MORE INFORMATION

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Tech: kevcor Plot Date: Aug 07,2023 11:59pm Filename: M:\2021\21-0105.05\Department\03_Design\02_Civil\01_Permitting\21-0105.05 Design Base.dwg

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0 1"

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02/22/22 - SUBMITTAL TO CITY OF ALACHUA
05/12/23 - SUBMITTAL TO CITY OF ALACHUA MAJOR REVISION
07/05/23 - SUBMITTAL TO CITY OF ALACHUA MAJOR REVISION
08/07/23 - SUBMITTAL TO CITY OF ALACHUA MAJOR REVISION

CLIENT: CONCEPT DEVELOPMENT, INC.
PROJECT: CONVERGENCE RESEARCH PARK BIKE DEPOT
SHEET TITLE: LANDSCAPE PLAN

TECHNICIAN: L.ROSARIO
DESIGNER: L.ROSARIO
QUALITY CONTROL: C.TOLAR
PROJECT NUMBER: 21-0105.05

SHEET NO.: LS-2

GRAPHIC SCALE

0 15 30 60

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SCALE: 1"=30'

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SCALES ACCORDINGLY.

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CONSTRUCTION/BID REVISIONS:

SUBMITTALS
TYPE: SUBMITTAL TO CITY OF ALACHUA
12/09/21 - SUBMITTAL TO CITY OF ALACHUA
01/24/22 - SUBMITTAL TO CITY OF ALACHUA
02/23/22 - SUBMITTAL TO CITY OF ALACHUA MAJOR REVISION
05/12/23 - SUBMITTAL TO CITY OF ALACHUA MAJOR REVISION
07/05/23 - SUBMITTAL TO CITY OF ALACHUA MAJOR REVISION
08/07/23 - SUBMITTAL TO CITY OF ALACHUA MAJOR REVISION

CLIENT: CONCEPT DEVELOPMENT, INC.

PROJECT: CONVERGENCE RESEARCH PARK
BIKE DEPOT

SHEET TITLE: LANDSCAPE PLAN

TECHNICIAN: LROSARIO
DESIGNER: LROSARIO
QUALITY CONTROL: CTOLAR
PROJECT NUMBER: 21-0105.05

SHEET NO.: LS-3

Tech: lwinor Plot Date: Aug 03,2023 - 12:17pm Filename: N:\2021\21-0105.05\Departments\03_Design\02_DWGs\01_Permitting\21-0105.05 Design Base.dwg

City of Alachua
THE GOOD LIFE COMMUNITY

Commission Agenda Item

MEETING DATE: 9/11/2023
SUBJECT: August 14, 2023, Budget Workshop Meeting Minutes
PREPARED BY: Diane Amendola, Assistant Deputy City Clerk

RECOMMENDED ACTION:
Approve the minutes.

Summary

August 14, 2023, Budget Workshop Meeting Minutes.

ATTACHMENTS:

Description

- Minutes

City Commission Workshop
Minutes
August 14, 2023

Mayor Gib Coerper	**City Manager Mike DaRoza**
Vice Mayor Dayna Miller	City Attorney Marian Rush
Commissioner Jennifer Blalock	
Commissioner Shirley Green Brown	
Commissioner Edward Potts	

The City Commission will conduct a

City Commission Workshop

At 4:30 PM

to address the item(s) below.

Meeting Date: August 14, 2023

Meeting Location: James A Lewis Commission Chambers

NO CITIZENS PRESENT. STAFF ATTENDING: Diane Amendola, Katelynn Bayles, Robert Bonetti, Brenda Dean, Heather Carter, Tara Malone, Stephanie McDonald, Damon Messina, Jesse Sandusky, Rodolfo Valladares, Tyler Williams, Kathy Winburn, David Wisener.

WORKSHOP 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.

I. CALL TO ORDER

Led by Mayor Gib Coerper.

II. AGENDA ITEM

A. Budget Workshop - Proposed FY 2023-2024 Budgets for the General, Debt Service, Special Revenue and Capital Projects Funds

Finance and Administrative Services Director Rob Bonetti introduced the item and provided the staff report.

Mayor Coerper inquired about the status of Alachua County's Combined Communications radio contract.

City Manager Mike DaRoza provided a response.

Mayor Coerper asked the commissioners for questions or comments.

There were no questions or comments.

III. ADJOURN

Commissioner Jennifer Blalock moved to adjourn; seconded by Commissioner Dayna Miller.

Passed by unanimous consent.

ATTEST:

CITY COMMISSION OF THE
CITY OF ALACHUA, FLORIDA

_____
Mike DaRoza, City Manager/Clerk

_____
Gib Coerper, Mayor

Commission Agenda Item

MEETING DATE: 9/11/2023
SUBJECT: August 14, 2023,City Commission Meeting Minutes
PREPARED BY: Diane Amendola, Assistant Deputy City Clerk

RECOMMENDED ACTION:
Approve the minutes.

Summary

August 14, 2023, City Commission Meeting Minutes.

ATTACHMENTS:

Description

Minutes

Regular City Commission Meeting
Minutes
August 14, 2023

Mayor Gib Coerper	**City Manager Mike DaRoza**
Vice Mayor Dayna Miller	City Attorney Marian Rush
Commissioner Jennifer Blalock	
Commissioner Shirley Green Brown	
Commissioner Edward Potts	

The City Commission will conduct a

Regular City Commission Meeting
At 6:00 PM

to address the item(s) below.

Meeting Date: August 14, 2023

Meeting Location: James A Lewis Commission Chambers

CITIZENS PRESENT: Lauri Frienson, Jim Currington, Sanja Ward, Teryann Peters, Linda Stroud, Delia White, John Brown, Wanda J. Burnette-Walker, Evelyn Kock, Robbin Abbott, Linda Massee, Mary Sanzo.

STAFF PRESENT: Diane Amendola, Robert Bonetti, Brenda Dean, Carson Crockett, Tara Malone, Jesse Sandusky, Rodolfo Valladares, Cap Wilson, David Wisener.

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 Mayor Gib Coerper.

INVOCATION

Led by Reverend John Brown, St. Paul AME Church.

PLEDGE TO THE FLAG

Led by Mayor Coerper.

APPROVAL OF THE AGENDA

Vice Mayor Dayna Miller moved to approve the agenda; seconded by Commissioner Jennifer Blalock.

Mayor Coerper opened the floor for comments.

There were no comments.

Passed by unanimous consent.

APPROVE READING OF PROPOSED ORDINANCES AND RESOLUTIONS BY TITLE ONLY

Commissioner Edward Potts moved to approve the reading of proposed ordinances and resolutions by title only; seconded by Commissioner Blalock.

Passed by unanimous consent.

I. SPECIAL PRESENTATIONS

There were no special presentations.

II. COMMENTS FROM CITIZENS ON SUBJECTS NOT ON THE AGENDA

Mitch Glaeser with San Felasco Tech City announced Vobile Group limited would be the next business to occupy space in SFTC. He introduced Director of Special Projects for Vobile, Britt Woodall.

Vobile Director Woodall stated he was present on behalf of Vobile CEO Yangbin Wang and was excited to bring the business to Alachua.

Adam Boukari expressed his excitement with new companies coming into the City of Alachua. He expressed the importance of economic development in the City as it would provide opportunities for families to acquire jobs and careers within the City.

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

III. COMMITTEE REPORTS/COMMITTEE APPOINTMENTS/CITY ANNOUNCEMENTS

IV. PUBLIC HEARINGS AND ORDINANCES

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

A. Ordinance 23-05, First Reading; Amending Code Section 38 - Utility Rates Water & Wastewater

City Attorney Marian Rush read Ordinance 23-05 by title only.

Public Services Director Rodolfo Valladares introduced the item and made the presentation.

Mayor Coerper asked the commissioners for questions or comments.

Mayor Coerper thanked Public Services staff for their solution-minded thinking and delivering reliable services to the citizens of Alachua.

Vice Mayor Miller thanked Public Services Director Valladares for his informative and detailed presentation. She thanked Public Services staff for all their hard work and dedication to the City of Alachua.

Commissioner Blalock stated she agreed with her fellow commissioners and appreciated the City staff professionalism.

Commissioner Blalock moved to approve Ordinance 23-05 on first reading and schedule second and final reading for August 28, 2023; seconded by Commissioner Edward Potts.

Mayor Coerper opened the floor for comments.

Sonya Ward expressed concerns with inflation and asked if fees would be directed to just the water and utility funds.

Public Services Director Valladares explained the fees for water would be directed to the Water Department and waste water fees would go to Waste Water. He also explained the City did not utilize utility accounts which crossed funds.

Linda Stroud inquired whether the City tests for PFAS chemicals.

Public Services Director Valladares stated the City does test for the chemicals and was working with the EPA and the new guidelines.

Passed 5-0 roll call.

V. AGENDA ITEMS

A. RFB 2023-01 CDBG Neighborhood Revitalization - Alachua Hills Subdivsion Paving and Repaving Project Award

Finance and Administrative Services Director Rob Bonetti introduced the item and provided the staff report.

Commissioner Blalock moved to Accept the bid from Watson Construction, LLC of RFB 2023-01 and Authorize the City Manager to enter into a contract with Watson Construction Company, LLC and to issue a Purchase Order in the amount not to exceed $865,562.00; seconded by Commissioner Edward Potts.

Mayor Coerper opened the floor for comments.

There were no comments.

Passed 5-0 by roll call.

B. Renewal of Commercial and Group Health Insurance Packages

Compliance and Risk Management Director Cap Wilson introduced the item and made

recommendations.

Commissioner Potts moved to renew the City Commercial insurance package with Florida Municipal Insurance Trust (FMIT) at the base premium up to $706,014 the FMIT Group Health Insurance plan at the base premium of $1,484,709; the Dental, Vision, Life and Employee Assistance Program group plans at a combined base premium of $60,548; the storage tank liability, law enforcement death and disability policies (now including "at work" coverage for all City employees at a maximum base premium of $4,000), and direct the City Manager to sign appropriate contract documents; seconded by Commissioner Shirley Green Brown.

Mayor Coerper opened the floor for comments.

Christopher Mallinson thanked Mr. Wilson for working hard to get the insurance costs down.

Passed 5-0 by roll call.

VI. COMMENTS FROM CITIZENS ON SUBJECTS NOT ON THE AGENDA

Delia White expressed concerns about the speed of semi trucks down CR 235A. She stated she reached out to the trucking companies and Alachua Police Department.

John Brown stated he was pleased there would be new projects in Alachua Hills. He would like to see information of the upcoming changes to utility rates better distributed throughout the community.

(**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

City Manager Mike DaRoza thanked Reverend Brown for his prayer and the citizens for coming and speaking. He congratulated SFTC and welcomed Vobile. He stated within 47 months SFTC brought in approximately 60 companies to the City of Alachua. He attended the Chamber Luncheon and the Florida League of Cities Annual Conference. He announced the City of Alachua's Youth Advisory Council Won the Florida League of Cities Community Service award contest for a third time in 4 years. He shared his condolences regarding the passing of former City of Alachua employee Harry Dillard and CATF board member Ruth Elaine Green.

VIII. COMMISSION COMMENTS/DISCUSSION

Commissioner Potts attended the Florida League of Cities Annual Conference, the Alachua Chamber Luncheon, and the North Florida Regional Planning Council meeting. He announced August 24, 2023 the Ronald McDonald House would hold it's new facility opening.

Commissioner Brown thanked Rev. Brown for his inspirational prayer. She attended the Back to School Backpack event at Hal Brady Recreation Complex and the Florida League of Cities Annual Conference. She extended thoughts and prayers to the family of the late Mrs. Green.

Commissioner Blalock reminded citizens to pay attention to the roads as school was back in session. She attended the Just Between Friends Sale which was held at Legacy Park Multipurpose Center and the Florida League of Cities Annual Conference.

Vice Mayor Miller asked for citizens to keep the families of Maui, Hawaii in their prayers and asked that if citizens were going to make donations they double check to verify where their donations would be going as to not become victims of scammers.

ADJOURN

Commissioner Blalock moved to adjourn; seconded by Vice Mayor Miller.

Passed by unanimous consent.

CONSENT AGENDA

CONSENT AGENDA ITEMS

A. June 12, 2023, City Commission Meeting Minutes

B. June 26, 2023, City Commission Meeting Minutes

C. July 24, 2023, City Commission Meeting Minutes

D. July 24, 2023, City Commission Workshop Minutes

E. Solar Power Purchase Agreement Amendment

ATTEST:

CITY COMMISSION OF THE
CITY OF ALACHUA, FLORIDA

_____
Mike DaRoza, City Manager/Clerk

_____
Gib Coerper, Mayor

City of Alachua
THE GOOD LIFE COMMUNITY

Commission Agenda Item

MEETING DATE: 9/11/2023
SUBJECT: August 28, 2023, Budget Workshop Meeting Minutes
PREPARED BY: LeAnne Williams, Deputy City Clerk

RECOMMENDED ACTION:
Approve the minutes.

Summary

August 28, 2023, Budget Workshop Meeting Minutes.

ATTACHMENTS:

Description

- Minutes

City Commission Workshop
Minutes
August 28, 2023

Mayor Gib Coerper	**City Manager Mike DaRoza**
Vice Mayor Dayna Miller	City Attorney Marian Rush
Commissioner Jennifer Blalock	
Commissioner Shirley Green Brown	
Commissioner Edward Potts	

The City Commission will conduct a

City Commission Workshop

At 4:30 PM

to address the item(s) below.

Meeting Date: August 28, 2023

Meeting Location: James A Lewis Commission Chambers

STAFF ATTENDING: Diane Amendola, Robert Bonetti, Heather Cater, Damon Messina, Jesse Sandusky, Donna Smith, Rodolfo Valladares, LeAnne Williams, Cap Wilson, Kathy Winburn, David Wisner.

WORKSHOP 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.

I. CALL TO ORDER

Led by Mayor Gib Coerper.

II. AGENDA ITEM

A. Budget Workshop - Proposed FY 2023-2024 Budgets for the Enterprise and Internal Service Funds

Finance and Administrative Services Director Robert Bonetti introduced the item and provided

the staff report.

Mayor Coerper opened the floor for comments.

Mayor Coerper thanked staff for their work on the budget.

III. ADJOURN

Mayor Coerper adjourned the meeting.

ATTEST:

CITY COMMISSION OF THE
CITY OF ALACHUA, FLORIDA

_____
Mike DaRoza, City Manager/Clerk

_____
Gib Coerper, Mayor

Commission Agenda Item

MEETING DATE: 9/11/2023
SUBJECT: September 06, 2023, Special City Commission Meeting Minutes
PREPARED BY: LeAnne Williams, Deputy City Clerk

RECOMMENDED ACTION:
Approve the minutes.

Summary

September 06, 2023, Special City Commission Meeting Minutes.

ATTACHMENTS:

Description

- Minutes

Special City Commission Meeting
Minutes
September 6, 2023

Mayor Gib Coerper	**City Manager Mike DaRoza**
Vice Mayor Dayna Miller	City Attorney Marian Rush
Commissioner Jennifer Blalock	
Commissioner Shirley Green Brown	
Commissioner Edward Potts	

The City Commission will conduct a

Special City Commission Meeting
At 6:00 PM

to address the item(s) below.

Meeting Date: September 6, 2023

Meeting Location: James A Lewis Commission Chambers

STAFF PRESENT: Diane Amendola, Robert Bonetti, Heather Carter, Corey King, Tara Malone, Damon Messina, Jesse Sandusky, Rodolfo Valladares, LeAnne Williams, Tyler Williams, Cap Wilson, Kathy Winburn.

SPECIAL 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.

I. CALL TO ORDER

Led by Mayor Gib Coerper.

II. AGENDA ITEM

A. Resolution 23-16 Relating to the Levy of General Purpose Ad Valorem Taxes for the 2023 Tax

Year; and Resolution 23-17 Relating to its Budget for the 2023-2024 Fiscal Year

Finance & Administrative Services Director Robert Bonetti introduced the item and provided the staff report.

City Manager Mike DaRoza commended Finance & Administrative Services Director Robert Bonetti and his staff Tyler Williams, Katelynn Bayles, Heather Carter, and Regina Reed for their hard work on making sure the budget document met the standards that are required by all accounting auditing requirements while also meeting the vision of the City Commission He also thanked all city staff. He noted two priorities within the budget:

1. To continue to deliver premium-level services in a cost-efficient manner

2. A more determined commitment to the retention of the excellent staff currently employed, and the attraction of talented individuals to apply for employment

Mayor Coerper called to order the Public Hearing on the City of Alachua Fiscal Year 2023-2024 Final Millage and Final Budget.

City Attorney Marian Rush provided an overview of the Truth-in-Millage Legislation (TRIM).

City Manager DaRoza explained the General City Final and Rolled Back Millage Rates.

Finance & Administrative Services Director Bonetti presented an overview of the final budget and adjustments for Fiscal Year 2023-2024.

Mayor Coerper opened the floor for comments.

There were no comments.

City Attorney Rush read Resolution 23-16 by title only.

City Manager DaRoza announced that the City of Alachua Commission has determined that a tentative millage rate of 5.5900 mills is necessary to fund the tentative general City budget. He said the tentative millage rate represents an increase of 19.24% from the rolled-back rate of 4.9899 mills.

Mayor Coerper asked the commissioners for questions or comments.

There were no questions or comments.

Commissioner Edward Potts moved to adopt Resolution 23-16; seconded by Vice Mayor Dayna Miller.

Mayor Coerper opened the floor for comments.

There were no comments.

III. ADJOURN

Mayor Coerper adjourned the meeting.

ATTEST:

CITY COMMISSION OF THE
CITY OF ALACHUA, FLORIDA

_____
Mike DaRoza, City Manager/Clerk

_____
Gib Coerper, Mayor

City Commission Meeting
Sign In September 11, 2023

Name (Please Print)	Name (Please Print)
(Please Print) Kay Hall (DAR)	(Please Print) Caroline Cox
(Please Print) Nancy Poriles (DAR)	(Please Print) Terri Burley (DAR)
(Please Print) Bryn Tenney	(Please Print)
(Please Print) William Garst	(Please Print)
(Please Print) Stephanie Sutton	(Please Print)
(Please Print) Rev. Debra Sermons	(Please Print)
(Please Print) Jamie Perez	(Please Print)
(Please Print) Julie Tapia-Ruano Gainesville Chapter NSDAR	(Please Print)
(Please Print) James Vaughn	(Please Print)
(Please Print) Anna Diekemper	(Please Print)