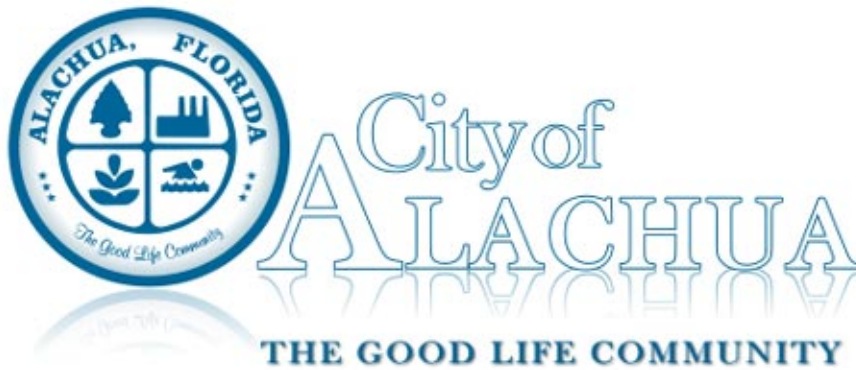




Regular City Commission Meeting Agenda August 23, 2021

Mayor Gib Coerper
Vice Mayor Shirley Green Brown
Commissioner Jennifer Blalock
Commissioner Dayna Miller
Commissioner Robert Wilford

City Manager Mike DaRoza
City Attorney Marian Rush

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

Meeting Date: August 23, 2021

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.** MMC Certification Recognition for LeAnne Williams

II. COMMENTS FROM CITIZENS ON SUBJECTS NOT ON THE AGENDA

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

III. COMMITTEE REPORTS/COMMITTEE APPOINTMENTS/CITY ANNOUNCEMENTS

IV. PUBLIC HEARINGS AND ORDINANCES

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

- A.** Ordinance 21-11, Second Reading; Amending Code Section 38 - Utility Rates Water & Wastewater

V. AGENDA ITEMS

- A.** Tara Village Infrastructure Acceptance and Return of Surety
- B.** Ratification of 21/22 APD Collective Bargaining Agreement

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

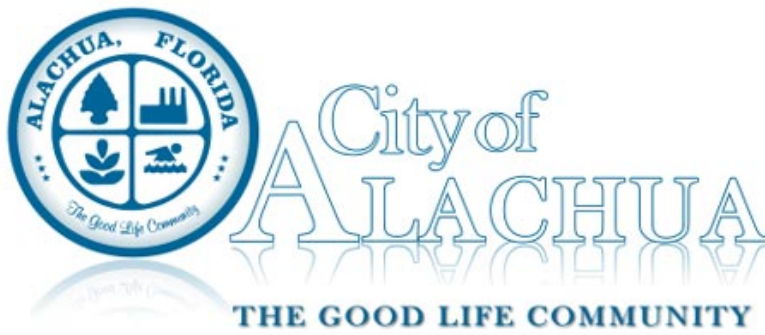
VIII.COMMISSION COMMENTS/DISCUSSION

ADJOURN

CONSENT AGENDA

CONSENT AGENDA ITEMS

March 8, 2021 City Commission Meeting Minutes
May 10, 2021 City Commission Meeting Minutes
May 24, 2021 City Commission Meeting Minutes
May 24, 2021 Joint City Commission Board of Canvassers Meeting Minutes
June 14, 2021 City Commission Meeting Minutes
June 14, 2021 Joint County City Commission Meeting Minutes
June 28, 2021 City Commission Meeting Minutes
July 26, 2021 City Commission Meeting Minutes
July 26, 2021 Budget Workshop Meeting Minutes
July 26, 2021 City Board of Adjustment Meeting Minutes
August 9, 2021 Budget Workshop Meeting Minutes
August 9, 2021 City Commission Meeting Minutes
Fiscal Year 2020-2021 Write Offs



Commission Agenda Item

MEETING DATE: 8/23/2021

SUBJECT: MMC Certification Recognition for LeAnne Williams

PREPARED BY: LeAnne Williams, Deputy City Clerk

RECOMMENDED ACTION:

Recognize LeAnne Williams for earning the MMC designation.

Summary

Continuing education is to be lauded and encouraged, as it brings professionalism and value to the City, as well as indicates to the public that we are always improving to better serve them.

The Master Municipal Clerk designation is one that is not achieved easily; it involves a great deal of time and effort to meet the requirements.

It is the City's desire to congratulate LeAnne Williams on this significant achievement. She has completed the requirements, if not in record time, then certainly much sooner than most.

As we are dedicated to constantly improving our professionalism and capacity to serve, the City looks forward to the day when we can congratulate Mrs. Williams on gaining her Florida Certified Records Manager designation, which will involve even more time and rigorous training. Her dedication, professionalism and drive are a credit to the community.

In attendance for this presentation and to offer some remarks are:

Judy Rice, MMC, City Clerk, Newberry; President of the Alachua County City Clerks Association.

ATTACHMENTS:

Description

- ▢ Letter from IIMC



International Institute of Municipal Clerks

Professionalism in Local Government

August 2, 2021

Dear LeAnne Williams, MMC:

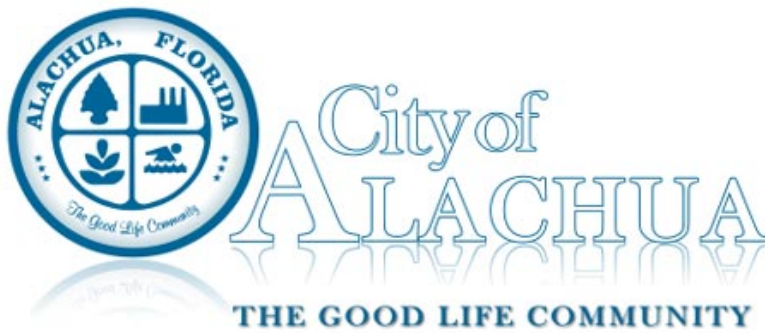
On behalf of the Board of Directors, it is my pleasure to inform you that you have been awarded the International Institute of Municipal Clerks' designation of Master Municipal Clerk. Included in this package is your hard-earned MMC certificate, as well as your MMC lapel pin. We know you will wear it proudly.

IIMC grants the MMC designation only to those Municipal Clerks who complete demanding education requirements; and who have a record of significant contributions to their local government, their community and state.

In light of the speed and drastic nature of change these days, lifelong learning is not only desirable, it is necessary for all in local government to keep pace with growing demands and changing needs of the citizens we serve. We applaud your educational accomplishments and achievement of this milestone and congratulate you on your personal pursuit of professional excellence.

Sincerely,

Sheri L. Pierce, MMC
IIMC President



Commission Agenda Item

MEETING DATE: 8/23/2021

SUBJECT: Ordinance 21-11, Second Reading; Amending Code Section 38 - Utility Rates Water & Wastewater

PREPARED BY: Rodolfo Valladares, Public Services Director

RECOMMENDED ACTION:

Approve Ordinance 21-11 on Second and Final Reading for August 23, 2021.

Summary

The City of Alachua establishes water, wastewater and reclaimed water rates to generate revenue sufficient to meet its operating expenses. The City of Alachua's water, wastewater, and reclaimed water rates were last modified in 2020 for the Fiscal Year 2021 budget process. The Administration evaluates utility rates annually during the budget process and, if warranted, recommends rates be adjusted.

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

The Florida Public Service Commission (FPSC) annually publishes a Water and Wastewater Price Index. The prices establish a price increase or decrease for major categories of water and wastewater operating expenses. The intent of the price index is to identify the necessary adjustment that utility service providers should make to their rates to stay abreast of inflationary or deflationary pressures. The latest FPSC approved a water and wastewater price index of 1.17%.

Staff was not able to develop proposed water, wastewater, and reclaimed water rates by applying the FPSC Price Index. As identified in Ordinance 21-11, the proposed rate increase is:

- 3%, to amend the water rates, and
- 2%, to amend the wastewater, and reclaimed rates.

The proposed rates provide for changes to the customer charge, availability charge and consumption charge as identified below:

Water:

Customer Charge	Proposed	
	\$8.88	per month
Residential Service	Proposed	
Tier 1 (0-4,000 gallons)	\$2.11	per 1,000 gallons
Tier 2 (4,001 - 8,000 gallons)	\$2.75	per 1,000 gallons
Tier 3 (8,001 gallons and above)	\$4.11	per 1,000 gallons
Non-Residential Service	Proposed	
Tier 1 (0-4,000 gallons)	\$2.75	per 1,000 gallons

Tier 1 (all consumption) \$2.75 per 1,000 gallons

Irrigation Service Proposed

Tier 1 (all consumption) \$4.11 per 1,000 gallons

Availability Charge Proposed

5/8" x 3/4"	\$1.16	per month
1	\$2.97	per month
1 1/2	\$6.70	per month
2	\$11.88	per month
3	\$26.73	per month
4	\$47.47	per month
6	\$106.87	per month
8	\$189.99	per month

Wastewater:

Customer Charge Proposed

\$11.53 per month

Residential Service Proposed

\$6.06 per 1,000 gallons

Non-Residential Service Proposed

\$8.43 per 1,000 gallons

Reclaimed Water:

Customer Charge Proposed

\$8.66 per month

Consumption Charge Proposed

\$0.79 per 1,000 gallons

The City Commission held a workshop to review utility rates on July 26, 2021. Notices were issued through the City's utility billing system in accordance with Florida Statute 180.136. The City Commission, during its Aug. 9, 2021 meeting, voted 5-0 to approve Ordinance 21-11 on first reading.

FINANCIAL IMPACT: Yes

BUDGETED: Yes

AMOUNT: Varies

FUNDING SOURCE: Water Fund, Waste Water Fund

COMMISSION GOALS:

Strengthen Community Services

ATTACHMENTS:

Description

- ▣ SECOND READING Ordinance 21-11 Water and Wastewater Rates CCOM 08-23-21
- ▣ Ordinance 21-11 Ad (2nd Reading) publication 07292021

ORDINANCE 21-11

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

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

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

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

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

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

Section 1. Amendment of Code of Ordinances

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

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

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

Water System Consumption Charges.

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

CUSTOMER CHARGE	\$8.88 per month
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- (2) *Water availability charge.* Each customer must pay a water availability charge for each metered point of connection to the City's water system based upon water meter size associated with each connection point.

5/8" x 3/4"	\$1.16 per month
1"	\$2.97 per month
1 1/2"	\$6.70 per month
2"	\$11.88 per month
3"	\$25.73 per month
4"	\$47.47 per month
6"	\$106.87 per month
8"	\$189.99 per month

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

RESIDENTIAL SERVICE

Tier 1 (0 – 4,000 gallons)	\$2.11 per 1,000 gallons
Tier 2 (4,001 – 8,000 gallons)	\$2.75 per 1,000 gallons
Tier 3 (8,001 gallons and above)	\$4.11 per 1,000 gallons

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

Tier 1 (All consumption)	\$2.75 per 1,000 gallons
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IRRIGATION (Residential and Non-Residential Service)

Tier 1 (All Consumption)	\$4.11 per 1,000 gallons
--------------------------	--------------------------

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

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

Wastewater System Usage Charges.

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

CUSTOMER CHARGE \$11.53 per month

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

RESIDENTIAL CUSTOMERS \$6.06 per 1,000 gallons

NON-RESIDENTIAL (Commercial & Industrial) \$8.43 per 1,000 gallons

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

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

Reclaimed Water System Usage Charges.

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

CUSTOMER CHARGE \$8.66 per month

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

CONSUMPTION CHARGE \$0.79 per 1,000 gallons

Section 2. Inclusion of the Code

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

Section 3. Repealing Clause

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

Section 4. Providing for Severability

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

Section 5. Effective Date

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

PASSED on first reading on the 9th day of August, 2021.

PASSED and **DULY ADOPTED**, in regular session, with a quorum present and voting, by the City Commission, upon second and final reading on the 23rd day of August, 2021.

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

Gib Coerper, Mayor
SEAL

APPROVED AS TO FORM

ATTEST:

Mike DaRoza, City Manager/Clerk

Marian B. Rush, City Attorney



City of ALACHUA

PUBLIC 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 23, 2021 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.

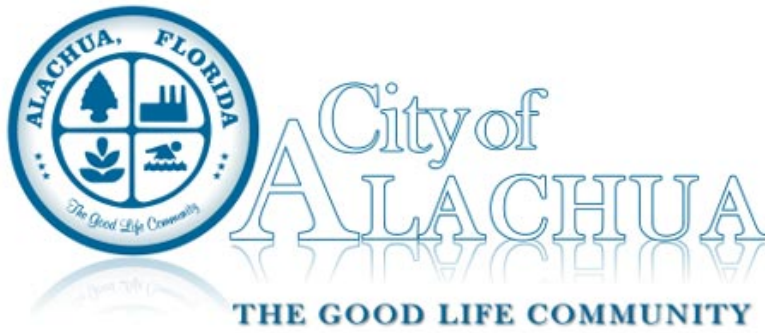
The ordinance title is as follows:

ORDINANCE 21-11

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

At the public hearing, all interested parties may appear and be heard with respect to the proposed ordinance. Copies of the proposed ordinance and related materials are available for public inspection at the Office of the City Clerk, 15100 NW 142nd Terrace, Monday-Thursday between the hours of 7:30 a.m. to 6:00 p.m. the Thursday prior to the City Commission meeting. **Written comments on the proposed ordinance may be sent to the following address: City of Alachua, Attn: Public Services Department, P.O. Box 9, Alachua, FL 32616.** Notice is given pursuant to Section 286.0105, Florida Statutes, that in order to appeal any decision made at these public hearings, you will need to ensure that a verbatim record is made. In accordance with the Americans with Disabilities Act, any persons with a disability requiring reasonable accommodation in order to participate in this meeting should call the City Clerk at (386) 418-6100 x 101 at least 48 hours prior to the public hearing.

(Published: Alachua County Today - August 12, 2021)



Commission Agenda Item

MEETING DATE: 8/23/2021

SUBJECT: Tara Village Infrastructure Acceptance and Return of Surety

PREPARED BY: Rodolfo Valladares, Public Services Director

RECOMMENDED ACTION:

(1) Accept the Tara Village water system, wastewater system, electric system, roadways, and stormwater conveyance system, and book the value on the City's asset lists; (2) Return the surety amount of \$63,184.79 to Tara Village, Inc.

Summary

On December 9th, 2019 Tara Village, Inc. entered into a Subdividers Agreement with the City of Alachua which provides, among other things, the requirements for the construction of infrastructure for a project known as Tara Village. This infrastructure was completed in accordance with the Subdividers Agreement and the City's Land Development Regulations on June 8th, 2020. The one-year maintenance period has expired and any items in need of repair have been completed by Tara Village, Inc.

The initial estimate for the value of the infrastructure was \$631,847.90 as certified probable costs by George F. Young, Inc.

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

The proposed infrastructure for the City to accept includes the Tara Village water system, wastewater system, electric system, roadways, and stormwater conveyance system. The City is not accepting the sidewalks (which are to be completed throughout the construction of homes and proposed for acceptance at a later date) or the stormwater management facility (SMF#ERP-001-231875-1). The SMF# ERP-001-231875-1 is to be privately maintained in perpetuity.

Pursuant to paragraph 9(b) of the Subdividers Agreement, Tara Village, Inc. provided the City \$63,184.79 as the maintenance surety. Since the maintenance period has expired and all repairs have been completed, these funds are to be returned to Tara Village, Inc.

FINANCIAL IMPACT: No

BUDGETED: Yes

FUNDING SOURCE: Other

ATTACHMENTS:

Description

- ☐ Tara Village Agreement Recorded
- ☐ Certification of Completion of Tara Village Infrastructure Imp

▢ Tara Village - Certified Value

SUBDIVIDERS AGREEMENT
FOR
TARA VILLAGE

THIS SUBDIVIDERS AGREEMENT FOR TARA VILAGE (the "Agreement") is made this 9th day of December 2019.

BETWEEN

DEVELOPER: TARA VILLAGE, INC, a Florida Corporation (the "Developer")
Whose address is: 7717 NW 20th Lane
Gainesville, FL 32605

AND

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

RECITALS:

WHEREAS, the Developer is developing a residential subdivision in the CITY known as Tara Village (the "Project"), legally described in attached Exhibit "A" (the "Property" or "Land"), which is incorporated herein by reference, and further described in the Plat for Tara Village as set forth in Plat Book 36, Pages 50-51 of the Public Records of Alachua County (the "Plat"), attached hereto as Exhibit "B", which is incorporated herein by reference;

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

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

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

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

SMW

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

1. **Recitals:** The above recitals are true and correct and are incorporated into this Agreement by reference.
2. **Certificate of Concurrency Compliance:** The City agrees to reserve public facilities for the Project as set forth in the Certificate of Concurrency Compliance attached hereto as Exhibit "C" and incorporated herein by reference.
3. **Construction:** The Developer shall construct, at Developer's sole expense, the improvements for the Project according to the specifications for MAJOR SUBDIVISIONS as set forth in the City's LDRs and in accordance with the design documents, including, but not limited to the construction plans prepared by the Project's Engineer (the "Plans") which were filed with the City by the Developer, and have been reviewed and approved by the City in accordance with the LDRs.
4. **Drainage:** Drainage facilities for the Property shall be maintained in accordance with the approved Plans for the Project at the sole expense of Developer.
5. **Fire Flow:** The Developer specifically acknowledges that future development and buildings constructed within the Project shall comply with the fire flow standards as set forth in the Florida Fire Prevention Code (the "FFPC"), which is adopted as part of the Florida Building Code (the "FBC"), as amended and effective at the time of such future development. Nothing in this Agreement, in the Plans, or the Certificate of Concurrency Compliance for the Project, attached hereto as Exhibit "C" in any way impacts or waives the requirement for future development and buildings within the Project from complying with the FFPC and FBC, as amended and effective at the time of such future development.
6. **Conveyance:** The conveyance by the Developer to the City of all of the required public utility infrastructure improvements [including, but not limited to, roadways, streetlights, water facilities, wastewater facilities, electric system facilities, right of ways, sidewalks, and easements as reflected on the Plans or the Plat which will be recorded for the Project (the "Improvements")] shall be conveyed to the City, however, the Improvements shall not be accepted by the City until the Improvements have been completed, approved by the City, a one year warranty period as described in Paragraph 10 below has concluded, and the City Commission of the City of Alachua (the "Commission") officially accepts the Improvements.
7. **Compliance:** The Developer warrants that it shall construct all of the Improvements in accordance with the approved Plans for the Project, City's LDRs, and all other applicable ordinances, laws, rules, and regulations.

SMS

8. **Recording:** The Plat for the Project shall be recorded by the Developer at the Developer's cost in the public records of Alachua County, Florida, immediately after its approval by the Commission. The Developer shall record the Plat and provide the City with a certified copy of the recorded Plat within one (1) business day of the recording of the Plat. The City shall record this Agreement within five (5) business days of receiving the certified copy of the recorded Plat for the Project. The Developer shall pay all costs associated with the recording of this Agreement. The failure to record the Plat within 45 days of its approval by the Commission shall render the Plat null and void.
9. **Surety Devices:** In order to comply with Sections 2.4.10(G)(4), 6.10.2, and 7.4.1 of the LDRs, the Developer further warrants and agrees to each of the following:
 - a. The Developer owns outright all of the Property free and clear of any encumbrances and no other person or entity has any interest of any kind in the Property by means of a contract for sale or otherwise. The Developer further warrants that there is no reliance by any third party on the Property or the approval of the Plat, Improvements, Plans, and this Agreement. The Developer has not entered into any agreements of any kind for the conveyance, equitable or otherwise of any portion of the Property in anticipation of the approval of the Plat, Plans, and this Agreement.
 - b. Concurrent with the execution of this Agreement, the Developer shall post with City a cash deposit equal to ten percent (10%) of the certified value of the Improvements (\$63,184.79 as set forth in the Certification in attached Exhibit "D" and incorporated herein by reference), which shall serve as the maintenance surety instrument for the Project as set forth in the LDRs.
 - c. Up to and including the Developer's completion and the City's approval of the Improvements, the Developer shall not in any way convey any interest, by contract or sale of interest equitable or otherwise in the Property or any portion thereof.
 - d. Upon the Developer's completion of the Improvements and the City's approval of the completed Improvements and compliance with the provisions in subparagraphs a – c above, the Developer may commence the sale of lots and the construction of houses in the Project, subject to the applicable laws and regulations.
10. **Inspections:** Upon the City's approval of the Plans, the Plat, and the Developer's compliance with the terms of this Agreement, the Developer may commence construction of the Improvements. Construction shall be completed on or before 365 days from the date of the approval of this Agreement. During the construction period, the Project's Engineer of Record, or an Professional Engineer with a Professional Engineering Services Agreement with the City of Alachua shall perform Construction Inspection Services (CEI) (jointly the "Engineer") shall prepare and provide to the City inspection reports at the following benchmarks:
 - a. Inspection of Underground Stormwater System: at beginning of process; during 2 pipe laying activities; during 3 random backfilling operations; and inspection of the completed system by visual, and TV camera.

SMN

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

The Engineer shall submit to the City inspection reports during construction of the Improvements and at each of the inspection points as defined in Paragraph 10. a. – f. The inspection reports shall document any discrepancies from the Plans and any defects in the Improvements. The correction of each discrepancy shall be documented in a subsequent inspection report. The Developer shall provide each inspection report to the City's Public Services Department, with a copy to the City's Department of Planning and Community Development. Upon completion of the Improvements, the Developer shall have the Engineer conduct a final inspection and compile a final punch list. The Engineer shall then provide a final inspection report to the Developer and the City. The final inspection report shall indicate that all deficiencies noted in any preceding inspection report or on the final punch list have been corrected, that the Improvements have been constructed in accordance with the Plans and the LDRs, and that the Improvements are in working order. The LDR Administrator or designee shall then perform a final inspection and provide a list specifying all defects, deficiencies, and necessary repairs to the Developer within 60 days of receipt of the final report. Upon completion of all repairs and certification by the Engineer that the Improvements have been completed in accordance with the requirements of this Agreement, the Plans, and the LDRs, the Engineer shall submit to the City's Public Services Department, with a copy to the City's Department of Planning and Community Development, a certified cost of construction for the completed Improvements.

11. **Warranty Period:** The Developer warrants all improvements for the Project for a period of one year from the City's approval of the Improvements, other than routine maintenance, as deemed by the City in its sole discretion. The Developer may request a certification by a professional engineer registered in the State of Florida be performed. The certification will affirm that the repairs to be performed are needed to correct an issue with the Improvements and that the issue is not considered to be routine maintenance. The City reserves the right to select, in its sole discretion, the professional engineer providing such certification. All costs associated with preparing the certification shall be paid by the Developer. Should the City deem repairs are needed to the Improvements, the City shall provide notice to the Developer and the repairs

shall be made within two weeks of written notice. In the event the Engineer determines that a requested repair will take more than two weeks to complete, the repair shall be completed in the amount of time determined in the sole discretion of the City's Public Services Director. The Developer shall be responsible for making all repairs so long as notice is sent or delivered to the Developer within the one year warranty period. The warranty period shall be extended until the completion of all requested repairs. If the Developer does not complete the repairs within two weeks from the notice, it shall constitute a breach of this Agreement.

12. **Inspections Following Warranty Period:** After the warranty period, the Developer shall submit a final certification prepared by the Engineer warranting that all of the improvements have been completed and constructed in accordance with the plans and applicable regulations and are functional and in good working order. The installation of the Improvements shall in no case bind the City to accept the Improvements for public maintenance or operation until the Public Services Director has determined that the Improvements have been constructed in accordance with the LDRs, the City of Alachua Requirements for Design and Construction, applicable Florida Department of Transportation standards, and all other applicable requirements and regulation. Within 60 days of the Public Services Director's determination, the Commission will formally accept maintenance of the public improvements and shall return to Developer the balance of the maintenance deposit for the Improvements. The maintenance of the stormwater management system shall be the responsibility of the Developer and, subsequently the Tara Village Homeowner's Association.
13. **Non-Interest Bearing Account:** All cash deposits made by Developer to the City under this Agreement shall be separately segregated on the books of the City and deposited into a non-interest bearing bank account.
14. **No Inordinate Burden on Land:** The Developer further agrees that the requirements under this Agreement in no way inordinately burdens any existing use of the Land or vested right to specific use of the Land described in Exhibit "A" and set forth in the Plat to be recorded for the Project, attached hereto as Exhibit "B".
15. **Withholding Permits:** The City may, in its sole discretion, withhold any and all inspections, permits, and/or certificates for the Project if such action is deemed necessary by the City to secure the Developer's compliance with the terms of this Agreement.
16. **Compliance with Other Laws:** Nothing contained in this Agreement shall relieve the Developer or its successor or assigns from obtaining any local, regional, state or federal permits or complying with any ordinances, laws, rules, or regulations applicable to the development of the Project.
17. **Police Powers:** In the event the Developer, the Developer's agents, contractor, subcontractors, or anyone else acting on behalf of the Developer or the Developer's contractor or subcontractors or for whom the Developer or the Developer's contractor or subcontractors may be liable or responsible, fails to comply with any applicable

ordinance, law, rule or regulation and such failure tends to or does pose an imminent threat or danger to life or of great bodily injury to any person working on the job or to any member of the general public, the City, in its sole discretion through its City Manager or designee, has the right to exercise its police powers and to stop work on the Project until appropriate corrective measures are taken, without limiting any other remedies available to the City.

18. **Indemnity:** The Developer shall indemnify and hold harmless the City of Alachua, its officers, agents, employees, attorneys, or anyone action directly or indirectly on behalf of the City, from and against all claims, damages, losses, and expenses, including reasonable attorney's fees, arising out of or resulting from a loss in performance of work, down-time of equipment, or any claim that may arise from bodily injury, sickness, disease or death, or the injury to or destruction of tangible property, including the loss of use resulting there from, caused in whole or in part by a negligent or wrongful act or omission on the part of the Developer, Developer's agent, contractor, subcontractors, or anyone directly or indirectly employed or working on behalf of the Developer for whose acts the Developer or its agent, contractors, or subcontractors may be liable or responsible. The Developer further agrees that the Developer shall not insulate itself from liability or responsibility to the City for a default in or failure to perform any of the terms of this Agreement, or from responsibility under this indemnification clause by employment of independent contractors or subcontractors or other entities. The Developer shall remain liable to the City notwithstanding any attempt by the Developer to pass any responsibility set forth herein to its contractor, subcontractors, or other agent or employee.
19. **Payments:** Any payments due from the Developer to the City shall be made either by bank check or cashier's check payable to the City of Alachua, Florida, and provided to the City at the address in Paragraph 21 below.
20. **Agreement Runs with Land:** This Agreement shall be recorded in the public records of Alachua County, Florida and shall run with the Land.
21. **Notices:** Except as otherwise provided in this Agreement, any notice, request, or approval, from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery. Such notice will be deemed to have been received when either deposited in the United States Postal Service mailbox or personally delivered with a signed proof of delivery. For purposes of notice, the parties and their respective representatives and addresses are:

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

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

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

Developer: Tara Village, Inc.
 Attn: Silvia H. Moukhtara Nemer
 7717 NW 20th Lane
 Gainesville, FL 32605

22. **Binding Effect:** The City and Developer each bind the other and their respective successors and assigns to all of the terms, conditions, covenants and provisions of this Agreement.
23. **Severability:** If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect.
24. **Not Assignable Without Approval:** This Agreement shall not be assignable by the Developer without the written approval of the Commission.
25. **Enforcement:** The failure of either City or Developer to exercise any right under this Agreement shall not waive such right in the event of any future default or non-compliance with this Agreement.
26. **Jurisdiction and Venue:** This Agreement is governed in accordance with the laws of the State of Florida. Venue for any action regarding this Agreement shall be in a circuit court in Alachua County, Florida.
27. **Amendment:** This Agreement may only be amended by mutual written agreement of the by the City and the Developer with prior approval of the Commission.
28. **Legal Advice:** The Developer and the City have each had the advice of their respective attorneys before entering into this Agreement.
29. **Joint Preparation:** This Agreement has been drafted with participation of the City and the Developer and shall not be construed against either the City or Developer on account of draftsmanship.
30. **Captions and Headings:** Paragraph headings are for convenience only and shall not be used to construe or interpret this Agreement.
31. **Time of Essence:** Time is of the essence in complying with each and every term of this Agreement.
32. **Entire Agreement:** This Agreement constitutes the entire agreement of the City and the Developer supersedes all prior written or oral agreements, understanding or representations.
33. **Exclusive Remedy:** In the event of any question or dispute arising out of or related to this Agreement, the sole and exclusive remedy of the Developer against the City, after Developer exhausts all administrative remedies in the City's LDRs, shall be an action

for declaratory judgment. Developer specifically waives all other remedies it may have against the City. In no event shall Developer have a cause of action for monetary damages against the City for anything in any way related to or arising out of this Agreement.

34. **Sovereign Immunity**: The City does not waive its sovereign immunity in entering into this regulatory Agreement. Nothing herein, expressed or implied, waives or should be construed to be a waiver or an attempt to waive the sovereign immunity of the City under the Florida Constitution and the laws of the State of Florida.

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

Attest:

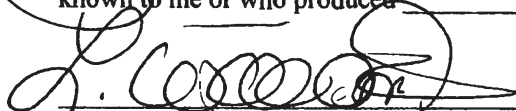

Adam Boukari, City Manager

CITY OF ALACHUA

By: 
Gib Coerper, Mayor

STATE OF FLORIDA
COUNTY OF ALACHUA

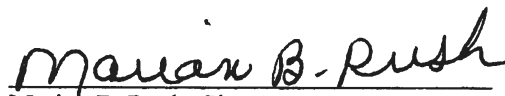
THE FOREGOING SUBDIVIDERS AGREEMENT FOR TARA VILLAGE was acknowledged before me this 9th day of December 2019, by GIB COERPER, who is personally known to me or who produced _____ as identification.



Notary Public, State of Florida at Large
Commission No.: LEANNE WILLIAMS
Commission # GG 191426
Expiration: Expires July 1, 2022
Bonded Third Circuit Notary Services



Approved as to form:


Marian B. Rush, City Attorney

SIGNATURES CONTINUED ON NEXT PAGE

SNN

Witnesses:

DEVELOPER: Tara Village, Inc.

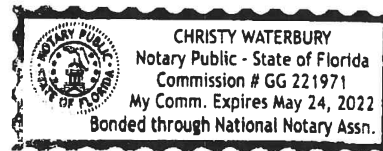
D. Lee G
Dominique Moore
B. Lassen
B. LASSEN

By: Silvia H. Moukhtara Nemer
 Silvia H Moukhtara Nemer, President

STATE OF FLORIDA
 COUNTY OF ALACHUA

THE FOREGOING SUBDIVIDERS AGREEMENT FOR TARA VILLAGE was acknowledged before me this 12 day of November, 2019, by SILVIA H MOUKHTARA NEMER, who is personally known to me or who produced as identification.

Christy Waterbury
 Notary Public, State of Florida at large
 Commission No.:
 Expiration: 5-24-2022 [SEAL]



1905 South Main Street
Gainesville, FL 32601-2502
(352) 378-1444 FAX (352) 372-2502

Exhibit "A"**to Subdividers Agreement for Tara Village**

George F. Young, Inc.

Turning Vision Into Reality Since 1919

ARCHITECTURE ■ ENGINEERING ■ ENVIRONMENTAL ■ LANDSCAPE ARCHITECTURE ■ PLANNING ■ SURVEYING ■ SUBSURFACE UTILITY LOCATING

LEGAL DESCRIPTION AND TAX PARCEL NUMBERS FOR TARA VILLAGE

TAX PARCELS 03974-004-000 AND 03974-005-000

DESCRIBED AS FOLLOWS:

A TRACT OF LAND SITUATED IN THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 8 SOUTH, RANGE 18 EAST, CITY OF ALACHUA OF ALACHUA COUNTY FLORIDA, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE AFOREMENTIONED NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 8 SOUTH, RANGE 18 EAST FOR A POINT OF REFERENCE AND RUN NORTH 01°12'59" EAST, ALONG THE WEST LINE OF SAID SECTION 27, A DISTANCE OF 726.07 FEET; THENCE RUN SOUTH 89°17'43" EAST PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 27, A DISTANCE OF 6.18 FEET TO A SET STEEL ROD AND CAP (1/2" STAMPED PRM LB021) ON THE EAST MAINTAINED RIGHT OF WAY LINE OF NORTHWEST 157TH STREET PER ALACHUA COUNTY RIGHT OF WAY MAINTENANCE MAP AS RECORDED IN MAP BOOK 32, PAGES 3 THROUGH 5 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA FOR THE TRUE POINT OF BEGINNING; THENCE RUN ALONG SAID EAST MAINTAINED RIGHT OF WAY LINE THE FOLLOWING TWO (2) CALLS: (1) THENCE RUN NORTH 02°15'53" EAST, A DISTANCE OF 407.43 FEET TO A FOUND IRON ROD AND CAP (5/8" STAMPED LB5075); (2) THENCE RUN NORTH 01°28'03" EAST, A DISTANCE OF 286.02 FEET TO A SET STEEL ROD AND CAP (1/2" STAMPED PRM LB021) ON THE SOUTH LINE OF A TRACT OF LAND AS RECORDED IN OFFICIAL RECORD BOOK 3944, PAGE 1144 OF SAID PUBLIC RECORDS: THENCE RUN SOUTH 89°17'20" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 1224.28 FEET TO A FOUND CONCRETE MONUMENT (4"X4", STAMPED RLS 1772) ON THE WEST LIMITED ACCESS RIGHT OF WAY LINE OF INTERSTATE NUMBER 75 (STATE ROAD NUMBER 93 - A 300 FOOT WIDE LIMITED ACCESS RIGHT OF WAY); THENCE RUN SOUTH 21°26'10" EAST ALONG SAID WEST LIMITED ACCESS RIGHT OF LINE, A DISTANCE OF 748.32 FEET TO A FOUND CONCRETE MONUMENT (4"X4" STAMPED LS1772); THENCE RUN NORTH 89°17'43" WEST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 1521.17 FEET TO THE POINT OF BEGINNING.

CONTAINING 21.83 ACRES MORE OR LESS.

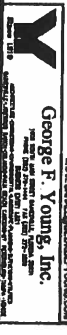


Exhibit "C"
to Subdividers Agreement for Tara Village

**CERTIFICATE OF CONCURRENCY COMPLIANCE
 FOR TARA VILLAGE**

This Certificate of Concurrency Compliance ("CERTIFICATE") is hereby issued to Tara Village, Inc., a Florida Corporation ("DEVELOPER") by the City of Alachua, Florida ("CITY") this 9th day of December 2019.

RECITALS

WHEREAS, the DEVELOPER is developing a residential subdivision in the CITY known as Tara Village (the "PROJECT"), legally described in attached Exhibit "A";

WHEREAS, the DEVELOPER has entered into the Subdivider's Agreement for Tara Village (the "SUBDIVIDER'S AGREEMENT") with the CITY for the PROJECT as part of the CITY'S site specific requirements for applications for development orders for the subdivision of land as further set forth in Section 2.4.10(G)(4) of the CITY'S Land Development Regulations (the "LDRs");

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

WHEREAS, Section 2.4.14, requires that a project have received approval of a final development order to be eligible for issuance of a Certificate of Concurrency Compliance;

WHEREAS, the PROJECT is zoned Planned Development – Residential ("PD-R");

WHEREAS, the PROJECT has received approval of a preliminary plat which contemplates a residential subdivision comprised of 20 lots;

WHEREAS, the DEVELOPER is now ready to proceed to the approval of the final plat for the PROJECT;

WHEREAS, the DEVELOPER intends to immediately initiate construction on the PROJECT;

WHEREAS, the DEVELOPER agrees that payment for sanitary sewer connection fees, as established in Chapter 38 of the City of Alachua Code of Ordinances, must be paid for each lot prior to the final inspection for any residential unit on the lot, and that such fees shall be charged based upon the fee in effect at the time of final inspection;

WHEREAS, the DEVELOPER further agrees payment for potable water connection fees, as established in Chapter 38 of the City of Alachua Code of Ordinances, must be paid for each lot prior to the final inspection for any residential unit on the lot, and that such fees shall be charged based upon the fee in effect at the time of final inspection;

WHEREAS, the CITY has determined that adequate water and wastewater capacity exists to serve the PROJECT.

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

WHEREAS, the DEVELOPER acknowledges that this CERTIFICATE is governed by the CITY'S LDRs and, as such, the DEVELOPER must utilize the administrative procedures contained in the LDRs in the event there is any dispute regarding this CERTIFICATE; and

WHEREAS, the DEVELOPER acknowledges that this CERTIFICATE constitutes a regulatory agreement required as part of the process for the issuance of development permits for the PROJECT and, as such, DEVELOPER has no claim for monetary damages against the CITY in the event of any dispute regarding this CERTIFICATE, DEVELOPER'S sole remedy for any dispute in any way relating to this CERTIFICATE is an action for declaratory relief after exhausting the administrative remedies in the LDRs, and nothing in this CERTIFICATE expressed or implied waives or should be construed to as a waiver or attempted waiver by the CITY of its sovereign immunity under the Florida Constitution and the laws of the State of Florida;

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

1. The above recitals are true and correct and are incorporated into this CERTIFICATE by reference.
2. The CITY will reserve 5,000 gallons per day (20 lots x 250 gallons per day) of wastewater capacity for the 20 units proposed by the PROJECT. This capacity reservation is intended solely for residential uses to be constructed within the PROJECT as defined by applicable development permits including, but not limited to Construction Plans ("PLANS") and SUBDIVIDER'S AGREEMENT, on file with the CITY.
3. The CITY will reserve 5,500 gallons per day (20 lots x 275 gallons per day) of water capacity for the 20 units proposed by the PROJECT. This capacity reservation is intended solely for residential uses to be constructed within the PROJECT as defined by applicable development permits including, including but not limited to the PLANS and SUBDIVIDER'S AGREEMENT, on file with the

CITY.

4. The CITY will reserve capacity on the following roadway segments for the 20 units proposed by the PROJECT, as defined by applicable development permits, including but not limited to the PLANS and SUBDIVIDER'S AGREEMENT, on file with the CITY: 190 Average Annual Daily Trips ("AADT") and 20 Peak Hour Trips along Comprehensive Plan Segment CR 235.
5. The CITY will reserve 0.24 acres of recreation capacity (2.37 persons per household x 20 units x 5 acres per 1,000 persons) for the 20 units proposed by the PROJECT as defined by applicable development permits, including but not limited to the PLANS and SUBDIVIDER'S AGREEMENT, on file with the CITY.
6. The CITY will reserve 34.46 tons per year of solid waste capacity (0.73 tons per capita per year x 2.37 persons per household x 20 units) for the 20 units proposed by the PROJECT as defined by applicable development permits, including but not limited to the PLANS and SUBDIVIDER'S AGREEMENT, on file with the CITY.
7. The CITY will reserve three (3) student stations in the Northwest Alachua Elementary School Concurrency Service Area (SCSA); one (1) student station in the Mebane Middle SCSA for middle schools; and two (2) student stations in the Santa Fe High SCSA for high schools for the 20 units proposed by the PROJECT as defined by applicable development permits, including but not limited to the PLANS and SUBDIVIDER'S AGREEMENT, on file with the CITY.
8. This CERTIFICATE shall remain in effect for a period of one year from the date of the approval of the SUBDIVIDER'S AGREEMENT between the parties hereto, provided however that the LDR Administrator may extend this CERTIFICATE for a period not to exceed one (1) year from the date of the completion of the completion of the PROJECT improvements as set forth in Paragraph 10 of the SUBDIVIDER'S AGREEMENT, and upon a finding that the DEVELOPER is in compliance with the requirements of the SUBDIVIDER'S AGREEMENT, the PLANS, and all other applicable permits for the PROJECT.
9. It is the intent of the CITY and DEVELOPER that this CERTIFICATE be incorporated into and considered a part of the SUBDIVIDER'S AGREEMENT executed by the CITY and DEVELOPER for the PROJECT dated the 9th day of December 2019. Failure to comply with the term of that SUBDIVIDER'S AGREEMENT shall result in the termination of the reservations in this CERTIFICATE.
10. This CERTIFICATE shall not be construed to be an absolute guarantee for the reservations should events occur which are outside the control of the CITY.

THIS CERTIFICATE OF CONCURRENCY COMPLIANCE IS ISSUED this 9th
day of December 2019, and is subject to the terms and findings as stated herein.

Attest:

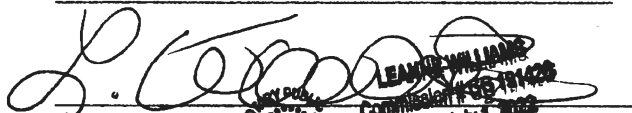

Adam Boukari, City Manager/Clerk

CITY OF ALACHUA

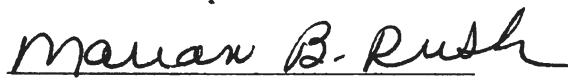
By: 
The Hon. Gib Coerper, Mayor

STATE OF FLORIDA
COUNTY OF ALACHUA

THE FOREGOING CERTIFICATE OF CONCURRENCY COMPLIANCE FOR
TARA VILLAGE was acknowledged before me this 9th day of December 2019, by Gib
Coerper, who is personally known to me or who produced
as identification.


Notary Public, State of Florida
Commission No.  LEANNE WILLIAMS
Expiration: [SEAL]

Approved as to form:


Marian B. Rush, City Attorney

SIGNATURES CONTINUED ON NEXT PAGE

Witnesses:

Agnes Yell
[Signature]
Remy DeCarter

DEVELOPER: Tara Village, Inc.

By:

[Signature]
 Silvia H. Moukhtara Nemer, President

STATE OF FLORIDA

COUNTY OF *alachu*

THE FOREGOING Certificate of Concurrence Compliance for Tara Village was acknowledged before me this *12* day of *NOVEMBER*, 2019, by Silvia H. Moukhtara Nemer, President of Tara Village, Inc., who is personally known to me or who produced _____ as identification.

Kristy Lee Thornton

Notary Public, State of Florida at large

Commission No.:

Expiration:

[SEAL]



KRISTY LEE THORNTON

Commission # GG 178433

Expires March 17, 2022

Bonded Thru Budget Notary Services



1905 South Main Street
Gainesville, Florida 32601-8429
Phone: (352) 378-1444
www.georgeyoung.com

CIVIL & TRANSPORTATION ENGINEERING, ECOLOGY, GIS, LANDSCAPE ARCHITECTURE, PLANNING, SURVEYING, SUBSURFACE UTILITY ENGINEERING

Exhibit "D"
to Subdividers Agreement for Tara Village

October 15, 2019

Justin Tabor, AICP
City of Alachua
15100 NW 142nd Terrace
Alachua, Florida 32616

RE: Tara Village Subdivision

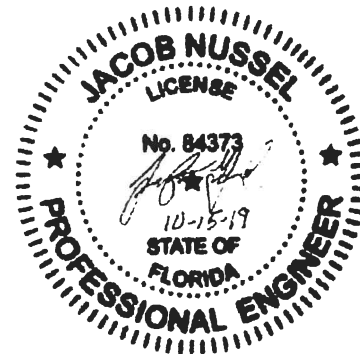
Dear Justin,

Pursuant to the Land Development Regulations of the City of Alachua, we are providing this certification to verify that the cost of construction for the Tara Village subdivision is estimated at \$631,847.90. Please see the attached detailed estimate of construction cost. Please do not hesitate to contact me with any questions.

Sincerely,

GEORGE F. YOUNG, INC.

Jacob T. Nussel, P.E.
Project Engineer



GAINESVILLE ■ LAKEWOOD RANCH ■ ORLANDO ■ ST. PETERSBURG ■ TAMPA

Passionately committed to Integrity, Quality & Service

Page 1 of 1



ENGINEER'S CONSTRUCTION COST OPINION
TARA VILLAGE
ALACHUA, FLORIDA
10/15/2019

ITEM	UNIT	QUANTITY	UNIT COST	COST	TOTALS
Paving and Concrete					
2" Asphalt, 8" Lime Rock, 12" Subbase*	SY	3,152	\$ 25.00	\$ 78,800.00	
4" Concrete Sidewalk	SY	1,008	\$ 38.84	\$ 39,150.72	
6" Concrete Sidewalk	SY	491	\$ 51.42	\$ 25,247.22	
Curb Ramps*	EA	2	\$ 500.00	\$ 1,000.00	
Subtotal					\$ 144,197.94
Earthwork and Site Preparation					
Grading (Pond and Site Areas)					
Cut	CY	25,000	\$ 3.94	\$ 98,500.00	
Fill	CY	10,000	\$ 6.70	\$ 67,000.00	
Clearing/Grubbing/Demolition*	AC	10	\$ 5,000.00	\$ 50,000.00	
Erosion Control/Silt Fence	LF	2,200	\$ 1.89	\$ 4,158.00	
Ditch Blocks*	EA	6	\$ 500.00	\$ 3,000.00	
Subtotal					\$ 222,658.00
Stormwater:					
Stormwater Type "C" Structure*	EA	2	\$ 2,500.00	\$ 5,000.00	
24" Mitered End Structure*	EA	1	\$ 1,500.00	\$ 1,500.00	
24" Diameter Concrete Pipe*	LF	130	\$ 60.00	\$ 7,800.00	
Sub Total					\$ 14,300.00
Landscape and Irrigation:					
Trees (includes scrubs, groundcover, mulch)*	EA	348	\$ 125.00	\$ 43,500.00	
Subtotal					\$ 43,500.00
Site Electrical:					
Site Electric (Main Power Service)	LS	1	\$ -	\$ -	
Transformers	EA	5	\$ 1,573.38	\$ 7,866.90	
Subtotal					\$ 7,866.90
Water:					
6" PVC Waterline, Valves, and Water Risers	LF	1,000	\$ 43.55	\$ 43,550.00	
Fire Hydrant Assembly	EA	2	\$ 5,112.17	\$ 10,224.34	
Subtotal					\$ 53,774.34
Sewer:					
8" Sewer Main*	LF	1,160	\$ 30.00	\$ 34,800.00	
4" PVC Laterals with Cleanouts*	LF	880	\$ 12.00	\$ 10,560.00	
Sewer Manhole*	EA	4	\$ 2,500.00	\$ 10,000.00	
Subtotal					\$ 55,360.00
Miscellaneous:					
Traffic Signs and Striping*	LS	1	\$ 2,000.00	\$ 2,000.00	
Sodding, (for Pond, Banks & Road Side Areas)	SY	8300	\$ 2.50	\$ 20,750.00	
Mobilization*	LS	1	\$ 5,000.00	\$ 5,000.00	
Geotechnical Testing and Construction Layout*	LS	1	\$ 5,000.00	\$ 5,000.00	
Subtotal					\$ 32,750.00
Sub Total of Items					\$ 574,407.18
10% Contingency					\$ 57,440.72
Grand Total					\$ 631,847.90
Estimates are based on FDOT pay items Current 12					
Month Moving Statewide Averages (10/7/19), except items					
distinguished with an asterisk (*)					



City of Alachua

ADAM BOUKARI
CITY MANAGER

RODOLFO VALLADARES, P.E.
PUBLIC SERVICES DEPARTMENT

June 08, 2020

Silvia H. Moukhtara Nemer
7717 NW 20th Lane
Gainesville, FL 32605

RE: CERTIFICATION OF COMPLETION OF TARA VILLAGE INFRASTRUCTURE IMPROVEMENTS

Dear Ms. Silvia H. Moukhtara Nemer:

In accordance with the Subdividers Agreement for Tara Village, Section 10 Inspections, this correspondence certifies the Improvements have been completed in accordance with the requirements of the Land Development Regulations. Tara Village, Inc. has demonstrated the repairs outlined in the enclosed *Tara Village Final Completion Inspection Punch List* – which details identified defects, deficiencies and required repairs – have been completed.

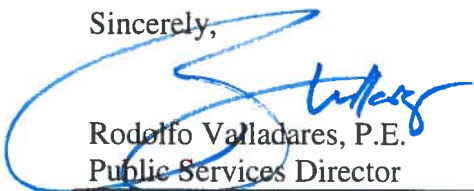
Therefore, per Section 9(b) of the Agreement, Tara Village, Inc. is required to make a cash deposit of 10 percent of the certified value of the Improvements as the maintenance surety. Such surety deposit value is \$63,184.79. Please remit the surety, preferred by hand delivery to:

City of Alachua
Attn: Adam Boukari
15100 NW. 142nd Terrace
Alachua, FL 32615

The one (1) year maintenance period, as described in Section 11 of the Agreement, shall commence June 08, 2020. Consistent with the Agreement, it is the responsibility of Tara Village, Inc. to make any repairs of the Improvements, as deemed necessary by the City, during the maintenance period. After the maintenance period, Tara Village, Inc. shall submit a final certification to the City requesting acceptance of the Improvements by the City Commission. Upon the City Commission acceptance, the surety instrument will be released by the City.

Thank you for your attention in this matter and please contact me should you have any questions.

Sincerely,


Rodolfo Valladares, P.E.
Public Services Director

PO Box 9
Alachua, Florida 32616-0009

"The Good Life Community"
www.cityofalachua.com

Phone: (386) 418-6140
Fax: (386) 418-6164



City of Alachua

RODOLFO VALLADARES, P.E.
PUBLIC SERVICES DIRECTOR

DATE: May 27, 2020

FROM: Harry Dillard
Public Services Project Manager

RE: Tara Village - Final Completion Inspection Punchlist

On Tuesday, May 26th, the City performed a Final Completion inspection walkthrough of Tara Village. The intent of this punch list is to confirm Substantial Completion punch list items were correctly remedied and to identify items that do not conform to the contract provisions.

NO.	COMMENTS
1.	<u>General Note</u> In accordance with the Subdivides Agreement for Tara Village. Engineer to provide: Underground Stormwater System: Engineer's inspection report of the completed system including camera inspection. Response: Engineer provided inspection report including camera inspection [APPROVED]
2.	<u>Stormwater</u> Provide and install overflow weir on stormwater basin. Response: weir installed. Remove organic material that has accumulated and settled within basin. Response: Contractor scrapped basin bottom removing accumulated material. Remove debris and concrete waste from mitered end of basin. Response: debris removed. [APPROVED]
3.	<u>Landscaping</u> Provide and install sod as required within City ROW. [APPROVED]
4.	<u>Site Civil Grading</u> Engineering to provide confirming statement of proper grading and slopping along sidewalk location near manhole #1. Response: per Engineer (email 05/12/2020), sloping is 4:1 and provides proper grading. Confirm compacted stabilized material has been installed along emergency access: i.e. corner. Response: per email (05/27/2020), Engineer confirms compacted stabilized material has been installed. [APPROVED]

NO.	COMMENTS
5.	<u>Distribution and Collections.</u> Entrance: install valve box and concrete ring over tie in valve. Entrance: install meter box and service for future irrigation meter. Lot #1: level meter service; install meter box so that foundation is not supported on service line. Lot #2: level meter service; install meter box so that foundation is not supported on service line. Lot #3 level meter service; install meter box so that foundation is not supported on service line. Lot #4: level meter service; install meter box so that foundation is not supported on service line. Lot #5: level meter service; install meter box so that foundation is not supported on service line; replace broken meter box; replace damaged cleanout. Lot #6: level meter service; replace broken meter box; install meter box so that foundation is not supported on service line. Lot #9: install meter box so that foundation is not supported on service line. Lot #10: install meter box so that foundation is not supported on service line. Lot #11: install meter box so that foundation is not supported on service line. Lot #12: install meter box so that foundation is not supported on service line; straighten meter box; install meter box at grade; provide blow off cap. Remove debris from cleanout. Lot #13: install meter box so that foundation is not supported on service line; straighten meter box; install meter box at grade. Lot #14: install valve box at grade. Lot #15: install 2-inch water service at proper depth. Straighten meter service. Lot #16: install 2-inch water service at proper depth. Replace damaged sewer cleanout. Lot #17: set valve box at grade. Replaced damaged meter box; set at grade. Lot # 18: level meter service. Replace damaged meter box. Install meter box at grade. Lot #19: level meter service Lot #20: dig out box. Lot near Retention Ponds: center valve box on valve. Set valve box at grade. Lot near Entrance: straighten valve box. Provide FDEP permit approval for water and wastewater. [APPROVED]
6.	<u>Wastewater</u> MHI #4 – remove debris; provide and install ramnek. Provide cap at blow off. Response: item completed. Valve box – place at grade; valve box located at cul-de-sac. Response: item completed. MHI #3 – grout. Response: item completed. MHI #2 – provide and install ramnek in invert. Response: item completed. MHI #1 – center and grout ring. Response: Item to be completed. Lot #1: lateral holding water. Slope as required for positive drainage. Response: Item to be completed. [APPROVED]
7.	<u>Electric</u> Engineer to provide a confirming statement that installed conduit is within City ROW or easements. Response: Engineer has confirmed proper installation of conduit within City ROW. [APPROVED]

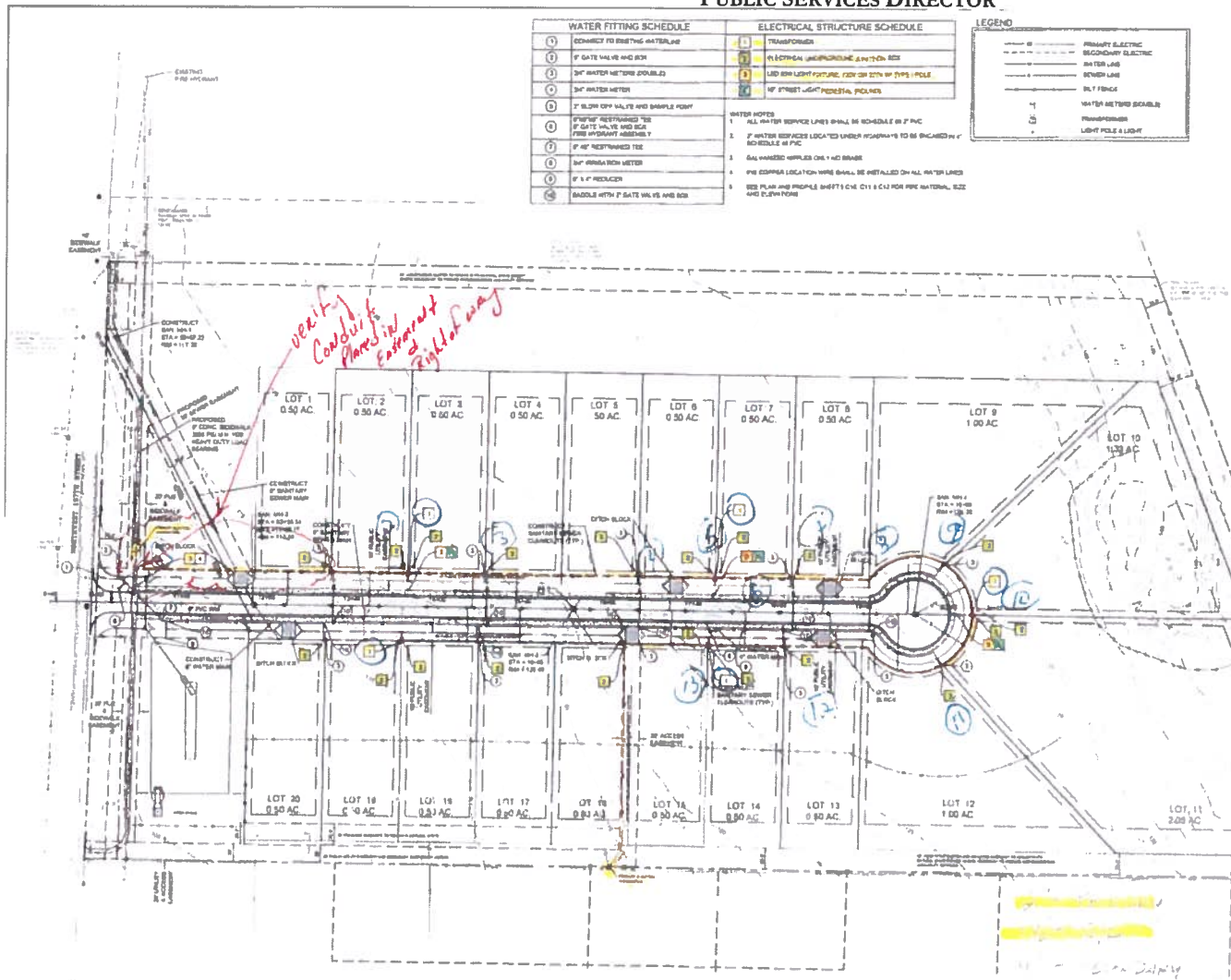
NO.	COMMENTS
8.	<u>Electric – General Note</u> Reference Attachment. 1. 2-inch conduit from pole; confirm 36-inch depth. 2. Locate 2-inch conduit correctly within transformer opening. 3. Locate primary conduit at correct depth of 48-inches. 4. Locate 2-inch conduit at correct depth. Locate 4-inch conduit at correct depth. 5. Install 2-inch conduit at the correct location. Install streetlight. Install 4-inch conduit. 6. Install both 2&4-inch conduit at the correct depth. 7. Install 4-inch conduit at the correct depth. 8. Install 2-inch conduit at the correct depth. 9. Install 4-inch conduit at the correct depth. 10. Replace damaged 4-inch conduit. Install 2-inch conduit at the correct depth. 11. Install 2-inch conduit at the correct depth. Install 4-inch conduit at the correct depth. 12. Same as note 11. 13. Same as note 11. Response: Items completed. [APPROVED]
9.	<u>Roadways</u> Apparent visible damage (i.e. divots) caused by foreign material drying on roadway. Repair impairment. Response: item corrected. [APPROVED] 
10.	<u>Roadway</u> Depression apparent in roadway. Provide density log for this area. [APPROVED] 

NO.	COMMENTS
11.	<u>Sidewalks</u> Install sidewalks in accordance with contract documents. [APPROVED]
12.	<u>Stormwater</u> Engineer to provide a confirming statement that all of GSE's recommendation to undercut and replace clay-rich soils for stormwater management has been properly taken into account. Reference report: GSE Summary Report of a Geotechnical Site Exploration Tara Village (November 2017). Response: per Engineer: As the geotechnical engineer states, the swales in front of lots 5 through 17 need to be undercut 3-ft and replaced with native sands or imported (that has less than 10 percent passing the 20 sieve). Observation: Work completed. [APPROVED]
END OF COMMENTS	



City of Alachua

RODOLFO VALLADARES, P.E.
PUBLIC SERVICES DIRECTOR



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Alachua, Florida 32616-0009

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Phone: (386) 418-6140
Fax: (386) 418-6164

August 14, 2021

Silvia Moukhtara Nemer
Nemer Real Estate, LLC
7717 NW 20th Lane
Gainesville, FL 32605

RE: Tara Village

Dear Ms. Silvia Moukhtara Nemer

The original engineer's estimate of probable construction costs for the infrastructure component of this project provided by our firm in October 2019 was \$631,847.90.

Our firm has been notified that the infrastructure construction component of this project was completed in accordance with the Subdividers Agreement and the City's Land Development Regulations on June 8th, 2020.

Per data provided by you to GFY on August 11, 2021, the value of the completed infrastructure as of the date of acceptance is **\$634,340.13**; value that comprises the following components:

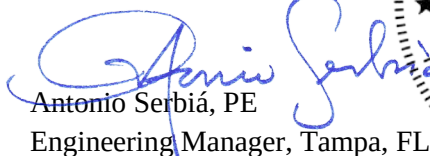
- Public Infrastructure: \$504,247.46
- Private lots construction: \$130,092.67

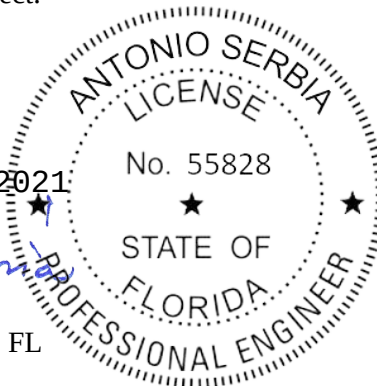
In our opinion, the reported total and final infrastructure value is consistent with the expected final construction costs for this project.

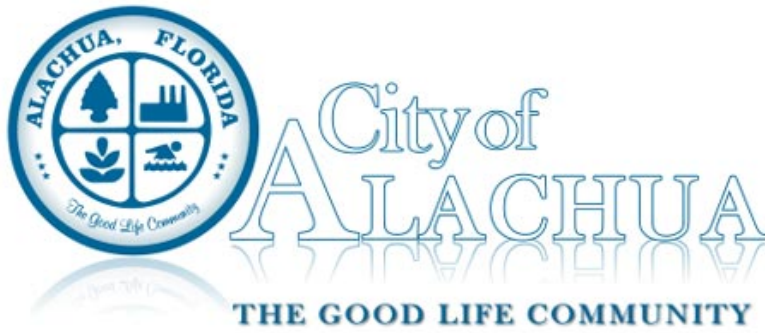
Sincerely,

GEORGE F. YOUNG, INC.

8/14/2021


Antonio Serbiá, PE
Engineering Manager, Tampa, FL





Commission Agenda Item

MEETING DATE: 8/23/2021

SUBJECT: Ratification of 21/22 APD Collective Bargaining Agreement

PREPARED BY: G.B. Wilson, Compliance and Risk Management Director

RECOMMENDED ACTION:

Ratify the FY 2021/2022 City of Alachua Police Department-FOP Collective Bargaining Agreement, previously ratified by the APD Collective Bargaining Unit, and authorize execution of two copies by the Mayor.

Summary

The City Collective Bargaining Team for FY 21/22 consisted of Compliance and Risk Management Director G.B. Wilson as COA Bargaining Representative, Police Chief Chad Scott and Human Resources Director Donna Myers. APD Lieutenant Jesse Sandusky sat in for Chief Scott in the Fourth Session.

The Fourth and Final Bargaining Session was held on August 18, 2021 with the City and the FOP coming to agreement and initialing approval of all articles and procedural paragraphs. Two copies of the final complete document were signed by City Manager W. Michael DaRosa and Tristin Grunder as President of the FOP along with APD Sergeant Carlos Hunt, the APD Employee FOP Representative. Each party received a fully executed original.

The Agreement includes modification of Article 21.1 to add a new paragraph J, in pertinent part, to compensate each employee at 1.5 times that employee's standard rate when that employee is called in and works a shift not on the member's schedule.

Article 26 WAGES, includes increases based on merit as determined by evaluation scores. Merit increases, if any, are set at zero for members who are rated Below or Does Not Meet Expectations, 2% for those those who Meet Expectations, 3% for Exceeds Expectations or 4% for those rated as Exceptional (non cumulative). No COLA is included.

Longevity Pay (Article 26.4) is also included for eligible bargaining unit members.

Raises and longevity pay amounts are not highlighted in the ULST version as they are a repeat of the current year and, therefore, not a contract change.

The City and the FOP also agreed to changes and modifications to language of a housekeeping nature in the 2020/21 Contract. All changes are identified and located by page number on the cover page of the red-underlined and strike-through (ULST) Contract version. A "clean" copy of the Contract, executed to the extent required pursuant to F1 Statute 447 and Rules of the Public Employee Relations Commission is attached.

The Collective Bargaining Unit ratified the agreement by a 30 vote 1 on

The Contract cost is consistent with the proposed FY 2021/22 Budget and recommended for approval by the City Manager.

FINANCIAL IMPACT: None

FINANCIAL IMPACT: Yes

BUDGETED: Yes

AMOUNT: Varying

FUNDING SOURCE: General Fund

COMMISSION GOALS:

Strengthen Community Services

ATTACHMENTS:

Description

- ▢ APD FOP FY 2021/2022 Collective Bargaining Agreement (Signature Copy)
- ▢ Red Underline Strike-through Copy of APD FOP Agreement and Cover Page

PREAMBLE

This agreement is entered into between the City of Alachua (The City”) and the Gator Lodge 67, Fraternal Order of Police, Inc. (“FOP” or “the Union”). The “Police Department” referenced in this Agreement is the Alachua Police Department; hereinafter APD, of the City of Alachua, Florida.

It is the intent and purpose of the City and the FOP to set forth herein their entire agreement concerning wages, hours, and other terms and conditions of employment. There shall be no individual arrangement contrary to the terms of this Agreement.

The words “employee” and “member” are used interchangeably throughout this Agreement. These words are synonymous and refer to employees of the City of Alachua Police Department who are members of the bargaining unit covered by this Agreement.

This Agreement is primarily intended to promote the interests of the citizens of Alachua and the public in general and having at all times available to them services on the most efficient and economical basis practically achievable. The City, the FOP, and each member of the bargaining unit agree to use their best efforts to serve the citizens of the City and the public in general, to see that the public is served efficiently and with dedication to its interests, to assure that the services of the City are provided without interruption and with the highest standards of proper public performance.

It is contemplated that this Agreement will serve the public interest by maximizing the efficiency and productivity of employees of the Alachua Police Department by insuring that members of the bargaining unit will at all times be responsive to and make every reasonable effort to carry forward the City’s legitimate activities and functions with promptness and dispatch, and will accept and execute promptly all instructions and orders given to them; and by defining the City’s obligations to the FOP and members of the bargaining unit, and the FOP and members of the bargaining unit’s obligations to the City, thus avoiding disputes; and to provide a procedure for the resolution of claims that this Agreement has been violated by either party, without any interruption of, or other interference with, the operation of the Police Department.

“Days” in this Agreement means working days during a pay period.

1 **Article 1**

2 **RECOGNITION**

3 1.1. The City hereby recognizes the Gator Lodge 67, Fraternal Order of Police, Inc., hereafter referred
4 to as the FOP to be the exclusive bargaining representative for all matters affecting wages, hours,
5 and working conditions for those employees in the unit certified by the Public Employees Relations
6 Commission. **Certification Number 1791**

7 **Included: All employees of the City of Alachua Police Department in the classification**
8 **of communications operator, patrolman (police officer I, II, III), and sergeant.**

9 **Excluded: All other employees of the City of Alachua Police Department, excluding**
10 **specifically the police chief, the assistant chief, lieutenants(s) and the communications**
11 **supervisor, and all other employees of the City of Alachua.**

12 1.2. It is further understood and agreed that the FOP shall designate, in writing, those individuals who
13 may speak on its behalf in any matter between the FOP and the City; however, such matters shall
14 include only those matters with which the FOP has the authority regarding its membership. Any
15 written notice designating any individual to speak on behalf of the FOP shall state the period of
16 time for such designation. Furthermore, a written list of the officers and representatives of the
17 FOP, and those individuals who are authorized to speak on behalf of the FOP, shall be furnished
18 to the Chief of Police immediately upon their designation and the Chief of Police shall be notified,
19 in writing, of any changes of said representative within five (5) days of such change.

20 1.3 Nothing in this Article, however, shall prohibit any member of the bargaining unit from discussing
21 any concern, complaint or suggestion with his or her supervisor, Division Commander or Chief of
22 Police.

Article 2

GRIEVANCE AND ARBITRATION PROCEDURE

2.1 In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, it is agreed and understood that there will be procedure for the resolution of grievances between the parties and that such procedure shall cover grievances involving discharge, suspension, demotion, or any other adverse personnel action against a member covered by this Agreement or any other dispute between the City and one or more employees concerning the interpretation or application of, or compliance with the agreement including disputes regarding discipline. The discharge, discipline, demotion, layoff or suspension of probationary/training employees on initial hire or rehire shall not be subject to the grievance procedure of this Agreement.

2.2 Every effort will be made by the parties to settle any grievance as expeditiously as possible. Any grievance not answered by Management within the prescribed time limits shall automatically advance to the next higher step. Should the grieving party fail to observe the time limits as set forth in the steps of this Article, grievance shall be considered conclusively abandoned.

2.3 Grievances shall be presented in the following manner:

Step 1: Employee shall first take up grievance with the immediate supervisor within five (5) working days of the occurrence of the event(s) which gave rise to the grievance or from the date which the employee becomes knowledgeable of the cause of action. If the event which gave rise to the grievance occurred at a time when the employee was on annual leave, sick leave or other compensated leave, the five (5) working day period shall commence running immediately upon the employee's return from such compensated leave. The first step shall be on an informal and oral basis. The FOP representative may be present to represent the employee. The immediate supervisor shall render decision within five (5) working days.

Step 2: Any grievance which cannot be satisfactorily settled with the immediate supervisor shall be reduced in writing by the employee or a FOP representative and shall next be taken up with the Chief of Police through the grievant or the representative of the FOP and the Chief of Police within five (5) working days after completion of Step 1. The Chief of Police shall within five (5) working days after discussion render decision in writing, with a copy to the employee's

organization.

Step 3: Any grievance not satisfactorily settled at Step 2 will be taken up with the City Manager or designee with five (5) days from the date the Chief of Police has rendered decision. The grievance as specified in writing shall be discussed by and between the employee and representative of the FOP and the City Manager within five (5) working days after completion of Step 2. The City Manager shall, within five (5) working days, render a written decision.

Step 4: Arbitration: In the event a grievance processed through the grievance procedure has not been resolved at Step 3 above, the FOP and/or the grievant may request that the grievance be submitted to arbitration within fifteen (15) working days after the City Manager renders a written decision on the grievance. The arbitrator will be any impartial person mutually agreed upon by and between the parties. If an impartial arbitrator cannot be mutually agreed upon within fifteen (15) days after the grievance is submitted to arbitration, then the parties shall jointly request the Federal Mediation and Conciliation Service to furnish a panel of seven (7) names from which each party shall have the option within five (5) days of receipt by striking three (3) names in alternating fashion, with the grieving party striking first.

A. The City and the FOP and/or grievant shall attempt to mutually agree in writing as to the statement of the grievance to be arbitrated prior to the arbitration hearing, and the arbitrator thereafter, shall confine decision to the particular grievance thus specified. In the event the parties fail to agree on the statement of the grievance to be submitted to the arbitrator, the arbitrator will confine consideration and determination to the written statement of the grievance presented in Step 3 of the grievance procedure.

B. The arbitrator shall fashion, an appropriate remedy for violations of the provisions contained in this Agreement.

C. The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement to any part thereof or amendment thereto. The arbitration hearing shall be conducted in accordance with the Rules of Procedure promulgated by the Federal Mediation and Conciliation Service.

D. Each party shall bear the expense of its own witnesses and of its own representatives for

1 purpose of the arbitration hearing. The impartial arbitrator's fee and related expenses and
2 expenses of obtaining a hearing room, if any, shall be equally divided between the parties.

3 Any party desiring a transcript of the hearing shall bear the cost of such transcript unless
4 both parties mutually agree to share said cost.

5 E. Copies of the arbitrator's award shall be furnished to both parties within thirty (30) days
6 of the close of the arbitration hearing. The arbitrator's award shall be final and binding
7 on the parties.

8 F. Where a grievance is general in nature, in that it applies to a number of employees rather
9 than a single employee, or if the grievance is directly between the FOP and the City, such
10 grievance shall be presented by the FOP Representative, in writing, directly to the City
11 Manager, (Step 3) within ten (10) working days of the occurrence of the event(s).

12 G. All above-mentioned time frames may be extended in writing by mutual
13 agreement.

14 **Article 3**

15 **DUES DEDUCTION**

16 3.1 Any member of the Bargaining Unit may have membership dues deducted from wages. Dues shall
17 be deducted once each month and shall thereafter be transmitted to the FOP, accompanied by a list
18 of those employee's names whose dues are included.

19 3.2 The FOP agrees to indemnify, defend and hold the City harmless against any and all claims, suits,
20 orders of judgments brought or issued against the City as a result of any action taken or not taken
21 by the City under the provisions of this Article.

22 **Article 4**

23 **MANAGEMENT RIGHTS**

24 4.1 It is the right of the Employer to determine unilaterally the purpose of each of its constituent
25 agencies, set standards of services to be offered to the public and exercise control and discretion
26 over its organization and operations.

1 4.2 In addition, the FOP recognizes the sole and exclusive rights, powers and authority of the Employer
2 further include, but are not limited to, the following: to direct and manage employees of the City;
3 to hire, promote, transfer, schedule, assign and retain employees, to suspend, demote, discharge or
4 take other disciplinary action against employees for proper cause; to relieve employees from duty
5 because of lack of work, funds, or other legitimate reasons; to maintain the efficiency of its
6 operations including the right to contract and subcontract existing and future work; to determine the
7 duties to be included in job classifications and the numbers, types and ranks of positions or
8 employees assigned to an organizational unit, department or project; to assign overtime and to
9 determine the amount of overtime required, to control and regulate the use of all its equipment and
10 property; to establish and require employees to observe all its rules and regulations, to conduct
11 performance evaluations; and to determine internal security practices. The Employer agrees that,
12 prior to substantial permanent lay-off of FOP bargaining unit members, it will discuss such with the
13 FOP.

14 4.3 If, in the sole discretion of the City Manager/Designee, it is determined that civil emergency
15 conditions exist, including, but not limited to, riots, civil disorders, severe weather conditions (or
16 similar catastrophe), the provisions of this Agreement may be suspended by the City
17 Manager/Designee during the time of the declared emergency, provided that wage rates and
18 monetary fringe benefits shall not be suspended. Should an emergency arise, the FOP shall be
19 advised as soon as possible of the nature of the emergency.

20 **Article 5**

21 **PERSONNEL RECORDS**

22 5.1 Each employee covered by this Agreement shall have the right to inspect his or her official
23 personnel file, provided, however, that such inspection shall take place during working hours at the
24 location where the official personnel file is kept. The employee shall have the right to make
25 duplicate copies of any items contained in his or her official personnel file.

26 5.2 Employees shall have the right to file a written response to any letter of reprimand or to any
27 document which is placed in the employee's official personnel file as a result of supervisory action
28 or citizen complaint. At the employee's request any such written response shall be included in the

1 employee's official personnel file together with the letter of reprimand or other document against
2 which it is directed.

3 5.3 To the extent permitted by law and in order to protect the privacy and promote the safety of
4 individual police officers, the City agrees not to directly or indirectly furnish the news media or the
5 public with any employee's home address, telephone number **or** photograph.

6 5.4 The FOP agrees not to directly or indirectly furnish the news media or the public with personnel
7 records without the consent of the City and the employee thus insuring the confidentiality of
8 personnel records other than required by law.

9 **Article 6**

10 **SENIORITY**

11 6.1 The City agrees that time in service shall consist of continuous accumulated paid service with the
12 City of Alachua Police Department. It shall be computed from the date of hire. Seniority is defined
13 as time in rank or classification from the date of successful completion of the probation/training
14 period. Members serving in a higher rank or classification shall have seniority over those of lower
15 rank or classification Seniority shall accumulate during leaves of absence due to injury, illness,
16 vacation, or any other leave authorized and approved by the City.

17 6.2 Vacation periods for each calendar year shall be drawn by employees on the basis of seniority in
18 rank.

19 6.3 In the event of a layoff for any reason, employee rank, performance evaluations and classification
20 will be the determining factors used by the City. In the event that more than one employee has the
21 same performance evaluation, employees will be laid off in the inverse order of their rank and
22 seniority. Any employee to be laid off, who has advanced to present classification from a lower
23 rank or classification, in which he or she held a permanent appointment, shall be given an open
24 position in a lower rank or classification. His or her seniority in the lower classification shall be
25 established according to the date of permanent appointment with the Police Department. No new
26 employee shall be hired in any classification until all employees on layoff status in that classification
27 have had an opportunity to return to work. Employees shall be called back from layoff with rank

1 and the performance evaluation being the determining factors. In the event that more than one
2 employee of the same rank and classification has the same performance evaluation, employees will
3 be recalled according to the seniority in rank or classification from which the employee was laid
4 off.

5 6.4 Employees shall be notified of their recall to work by registered letter mailed to their address of
6 record and shall be given fifteen (15) calendar days to return to work. A recalled employee shall
7 notify the employer in writing of the employee's intent to return to work within five (5) calendar
8 days of notice of attempt to deliver the recall letter.

9 6.5 An employee laid off pursuant to this Article, provided the insurance carrier concurs, shall be given
10 the opportunity to continue insurance coverage in existing programs during the layoff provided that
11 the premiums for such insurance programs shall be paid by the employee on a monthly basis in
12 advance of the month due.

13 6.6 Recall will be the current rate of pay for classification and rank but not lower than that of the
14 employee when laid off. Upon recall, all credit for seniority shall be restored.

15 In the event of a vacancy in an assignment, or a promotional vacancy, seniority will be given
16 reasonable consideration, but will not be the determining factor.

17 6.7 Seniority shall also be considered in the selection of any employee to be sent to any type of school
18 or training.

19 **Article 7**

20 **LEAVE OF ABSENCE**

21 7.1 **Leave of Absence Without Pay:**

22

23 The decision to grant leave without pay (leave of absence) is a matter of administrative discretion.
24 It shall be incumbent upon the Chief of Police to weigh and determine each case on its own merits.
25 Any leave of absence for a period of thirty (30) days or more must have the approval of the City
26 Manager. Failure of any employee to timely return to duty upon expiration of his/her leave of
27 absence shall constitute the resignation of that employee. Holidays, sick leave, annual leave ,
28 seniority and any other benefits based on time spent in the employment of the City shall not accrue

1 during a leave of absence without pay provided, however, that the employee may maintain health
2 insurance coverage by paying the total cost of his/her group insurance premium. Longevity
3 increases, merit increases and any other increases for which an employee may become eligible based
4 on whole, or in part on length of service with the City shall not be credited during any period of leave
5 of absence without pay.

6 A. An employee shall return from leave of absence at the same rank and pay as at the time
7 of commencement of leave of absence.

8 B. Any employee who is a member of the National Guard or an organized military service
9 unit of the United States will be granted a leave of absence when called to active duty or
10 for training with the armed forces in accordance with State and Federal Law.

11 7.2 **General**

12 An employee shall return from any leave of absence at the same rank and pay as at the time of
13 commencement of the leave of absence.

14 Military leave shall be granted in accordance with the provisions of State and Federal Law. All
15 employees entitled to military leave shall give their supervisor an opportunity, within the limits of
16 military regulations, to determine when such leave shall be taken.

17 7.3 **Leave of Absence With Pay**

18 Leave with pay for sufficient cause (including illness if sick leave is unavailable) may be granted to
19 regular employees of the City, by the City Manager, up to and including five (5) consecutive working
20 days in any twelve-month period. More extended periods of leave with pay may not be granted
21 except by express approval of the City Commission. This provision is applicable only if all accrued
22 vacation time is exhausted.

23 **Article 8**

24 **PROBATIONARY /TRAINING PERSONNEL**

25 8.1 All new members and those who have been promoted to a higher classification or rank shall serve
26 a probationary/training period of 365 days, which can be extended for up to 6 months at the

1 discretion of the Chief of Police, during which time they shall not be entitled to any seniority rights
2 but during such period shall be subject to all terms and conditions of this Agreement.

3 8.2 Upon successful completion of said 365 days or such period of extension as provided for in 8.1,
4 new employees shall be shown as regular full time employees and those promoted within the
5 classification of Police Officer or to Sergeant shall accrue seniority in classification or rank from
6 the date of successful completion of the probationary/training period.

7 **Article 9**

8 **BULLETIN BOARDS**

9 9.1 The City agrees to provide a bulletin board for FOP use at the APD Police Station.

10 9.2 The City shall permit the FOP to post notices of FOP business and matters relating to the
11 administration of this Agreement.

12 9.3 The City will post any proposed changes to Policies and Procedures on the FOP Bulletin Board as
13 Provided in Article 13.4 at least 30 days prior to effective date of the proposed changes, as provided
14 in Article 13.4.

15 9.4 The City shall create a FOP intranet portal where the FOP can post approved material for bargaining
16 unit members.

17 9.5 The City will also post notices to FOP and unit members on the site.

18 9.6 The City will post, thirty (30) days in advance of the projected assignment date, all opportunities
19 for lateral transfer to new or open positions. Posting will be on the FOP Bulletin Board and all
20 interested and eligible bargaining unit members shall submit by email to the Chief of Police the
21 written reasons for the request, qualifications and other support for transfer to the assignment. All
22 Such requests shall be received by the Chief, as evidenced by proof of sending the email on the City
23 IT System to the Chief, fourteen (14) days before the published assignment date. The Chief of
24 Police, as provided for in Article 4, will consider all such requests and make the final staffing
25 decision and selection from the members of the entire bargaining unit as the Chief determines to be
26 in the best interests of the City.

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Article 10

VOTING/POLITICAL ACTIVITY

- 10.1 During a primary, general, or special election, an employee who is a registered voter whose hours of work do not allow sufficient time for voting shall be expected to take advantage of early voting, absentee ballot or other options available to the public.
- 10.2 Employees will be allowed to engage in the full range of political activities guaranteed to all citizens while off duty and not in uniform.

Article 11

INTERNAL INVESTIGATIONS & OBLIGATIONS TO THE PUBLIC

- 11.1 The parties recognize that the security of the City and its citizens depends to a great extent upon the manner in which the employees covered by this Agreement perform their various duties. Further, the parties recognize that the performance of such duties involves these employees in all manner of contacts and relationships with the public and out of such contact and relationships, questions may arise or complaints may be made concerning the actions of employees covered by this Agreement. Investigation of such questions and complaints must necessarily be conducted by a sworn law enforcement officer whose concern must be the security of the City and preservation of the public interest.
- In order to maintain the security of the City and protect the interests of its citizens, the parties agree that the City must have the unrestricted right to conduct investigations of citizen complaints and matters of internal security; provided, however, that any investigative interrogation of any employee covered by this Agreement relative to a citizen complaint and or a matter of internal security shall be conducted under the following conditions and following the provisions of F.S.S. 112, the Police Officer’s Bill of Rights.
- A. No employee shall be ordered to submit to any device designed to measure the truth of his/her responses during questioning, provided, however, that there shall be no restriction on the right of any employee to submit to such device on a voluntary basis.
- B. In the interest of internal security and fairness to the employee under investigation, the

1 City insofar as is legally permissible, agrees to make no conclusionary public statements
2 concerning the validity of the allegations under investigation until such time as the
3 investigation has been completed. In the event the employee under investigation, or any
4 organization or person representing said employee makes public statement concerning the
5 allegations under investigation, the City shall have the right to respond in any manner it
6 deems appropriate.

7 C. In all cases wherein an employee is to be interrogated concerning an alleged violation of
8 Department Rules and Regulations which, if proved, may result in dismissal or in some
9 other disciplinary measure, the employee shall be afforded a reasonable opportunity and
10 facilities to contact and consult privately with an attorney of his/her choosing and with the
11 representative of the FOP, who may be present during all interrogation. The attorney and
12 their FOP representative may be present during the interrogation. When the attorney and/or
13 representative is not immediately available and conditions permit, the interrogation will be
14 postponed for twenty-four (24) hours or to a date mutually agreed upon.

15 D. In cases where the City chooses to relieve an employee from duty pending an investigation
16 or other administrative determination, the following conditions will prevail:

17 The employee will remain on full salary and allowances and shall not lose any benefits
18 during this period of time.

19 Should disciplinary action result from the investigation, that period of time in which the
20 employee was relieved from duty will be included in disciplinary action. In the event that
21 an employee has been paid, the employee's accumulated leave or compensatory time shall
22 be charged as a set-off.

23 E. The findings of internal affairs investigations shall be labeled:

24 1. Unfounded – The act or acts complained of did not occur or did not involve APD
25 personnel.

26 2. Not-sustained – Insufficient evidence to clearly prove or disprove the
27 allegation/complaint.

1 3. Sustained – The preponderance of evidence clearly proves the
2 allegation/complaint.

3 4. Exonerated – The act or acts did occur, but were justified, lawful and proper.

4 5. Exonerated due to policy failure – A finding of conclusion that policy, procedure,
5 rule or regulation covering the situation was non-existent or inadequate.

6 F. Only “Sustained” complaints will be inserted in an officer’s personnel file.

7 G. The charge “conduct unbecoming an officer” can be used provided it is qualified by “in
8 that the officer did (describe the conduct in detail).”

9 H. The City shall not discharge or discipline any bargaining unit employee without proper
10 cause and due process, except in layoff situations (Article 4 and Article 6).

11 11.2 If the City feels there is proper cause for disciplinary action the employee will be notified in writing
12 that he/she will be disciplined clearly stating the reasons.

13 A. In the event an employee becomes the subject of a formal Departmental or City
14 investigation arising from a complaint or allegation, the Department or the City, whichever
15 is appropriate, shall notify the employee of the complaint unless a criminal investigation is
16 initiated.

17 B. Upon conclusion of the formal investigation the employee will be notified of the
18 disposition of the complaint.

19 **Article 12**

20 **LEGAL BENEFITS**

21 12.1 The City will defend employees against any legal actions against them as a result of their actions
22 while acting in the scope of their employment (i.e. in the line of duty), unless such employee acted
23 in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of
24 human rights, safety or property (acting outside legal authority).

25 12.2 The City agrees to indemnify all employees against judgments levied against them as a result of
26 their actions while acting in the scope of their employment, unless the employee acted in bad faith

1 or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights,
2 safety or property (outside legal authority).

4 **Article 13**

5 **DISCIPLINE, RULES AND REGULATIONS**

6 13.1 It is agreed that employees covered by this Agreement shall be subject to the City of Alachua
7 Personnel Policies and Procedures and the Alachua Police Department Operations Manual as either
8 one now exists or may be amended. Should there be any conflict between the provisions of the
9 Operations Manual and the City Personnel Policies and Procedures, the City Personnel Policies and
10 Procedures shall prevail. This Agreement shall prevail in any conflict with either the Alachua
11 Police Department Operations Manual or the City of Alachua Personnel Policies and Procedures.

12 13.2 Failure of employees to comply with the terms of the City Personnel Policies and Procedures and
13 the Police Department Operations Manual may result in the imposition of disciplinary action
14 pursuant to the provisions of these above cited Rules.

15 13.3 It is the understanding and the intention of the parties that any disciplinary action taken in the case
16 of an employee in this bargaining unit shall be subject to the grievance procedure as provided in
17 Article 2 of this Agreement.

18 13.4 New or revised rules implemented within the Police Department Operations Manual and any
19 changes in the City of Alachua Personnel Policies and Procedures, shall be posted on the FOP
20 bulletin board at least 30 days prior to the effective date if the proposed changes in Policy and
21 Procedures will impact wages, hours or terms and conditions of employment If the FOP disagrees
22 with a new Police Department rule or City Personnel Policies and Procedures, it shall make a written
23 request for a meeting with the designated city bargaining representative to attempt to reach a mutual
24 agreement. The FOP request shall be shall be delivered to the designated city bargaining
25 representative and the meeting shall be held prior to the proposed effective date of such rule. The
26 30 day posting requirement may be waived by mutual agreement between the local FOP
27 Representative and the City Representative.

1 13.5 A copy of the City Personnel Policies and Procedures is issued to each member and is available on
2 COA Intranet.

3 **Article 14**

4 **TEMPORARY ASSIGNMENT TO A HIGHER CLASSIFICATION**

5 14.1 Employees temporarily serving (acting) in a position of higher rank shall be paid for such hours at
6 the minimum rate of the position being filled or at least five percent (5%) higher than the employee's
7 base rate, whichever is greater.

8
9 **Article 15**

10 **TRAINING**

11 15.1 Where the City requires any employee to attend supervisory training and/or training in specialized
12 techniques, the City will make every reasonable effort to facilitate the employee attending such
13 training during normal working hours. In the event the City is unable to schedule the employee to
14 attend such training during normal working hours, the employee shall be required to attend such
15 training during off-duty hours. However, the time spent by the employee in such training during
16 off-duty hours shall be compensated in accordance with Hours of Work and Overtime.

17 15.2 All sworn officers will be required to train and qualify with their service weapon on a semi-annual
18 basis. The training will be conducted by a certified firearms instructor. All ammunition and safety
19 equipment will be furnished by the City. Any employee required to attend such training during off-
20 duty hours will be compensated in accordance with Hours of Work and Overtime. An employee
21 will be required to post a score of at least seventy-five (75%) to qualify. Any employee posting a
22 score of ninety-two percent (92%) or better, two consecutive semiannual times, will receive a bonus
23 of one day of paid leave, not charged against any other leave time, to be taken by employee at any
24 time, with approval of the supervisor.

25 15.3 Transportation to the pistol range or transportation to any required and scheduled training shall be
26 provided by the Police Department. In the event such transportation is not available, the employee
27 shall be entitled to applicable travel time and mileage allowance, at the current rate established by
28 the I.R.S.

1 15.4 Current Florida State Statutes are on file at the Police Department and online for use by all
2 personnel.

3 **Article 16**

4 **FOP REPRESENTATIVE**

5 16.1 The Employee Organization (FOP) shall be represented by its President or his/her designee.

6 16.2 An employee representative of the FOP shall be permitted reasonable access to all departmental
7 work locations at reasonable times to handle specific grievances and matters of interpretation of the
8 Agreement.

9 16.3 The City shall provide the FOP on annual basis a complete roster of the bargaining unit, including
10 name, rank, address, telephone (unless unlisted), present assignment and current pay scale.

11 16.4 One (1) employee representative of the FOP who is engaged in the negotiation of this contract or
12 in the successor contract shall be allowed to attend the negotiation sessions that occur within their
13 normal duty hours without loss of pay or benefits.

14

15 **Article 17**

16 **EDUCATIONAL ASSISTANCE**

17 **17.1 Educational Assistance Plan**

18 The plan is designed to assist regular full time City employees in obtaining a college education, up
19 to and including a B.A/B.S., in subjects that maintain or improve skills in their position.

20 **17.2 Application Procedure**

21 A. The employee must have successfully completed all applicable training periods.

22 B. The employee must submit a timely application to his/her Department Director prior to
23 registering for the course. Application forms are available on COA Intranet – Human
24 Resources. Approved applications will be sent to the Human Resources Director for final
25 budget and management review and decision.

26 C. Employee will only be reimbursed if still employed by the City upon completion of the
APD /FOP Contract
FY 21/22

- 1 course.
- 2 D. Employee must certify that he/she is not receiving any funds for reimbursement from any
- 3 source other than the City of Alachua (i.e. grants or other source of financial aid).
- 4 E. A grade of “C” or higher is required as a final grade for the course
- 5 **17.3 Reimbursement**
- 6 A. Costs for books are not reimbursable as they are considered personal property of the
- 7 employee.
- 8 B. No reimbursement will be made for an incomplete course.
- 9 C. The total reimbursement (total pay out to all bargaining unit members) by the City under
- 10 this Article 17 shall not exceed fifteen thousand dollars (\$15,000) for FY 2021/2022
- 11 D. Funds will be committed on a first come first served basis as determined by the date and
- 12 time applications are submitted to the Chief of Police. Applications must be sent to the Chief
- 13 by email and are considered submitted the date and time transmitted on the City IT System.
- 14 E. A pre-approved application form accompanied by tuition receipt and evidence of
- 15 satisfactory completion of the course with appropriate grade must be submitted through the
- 16 Department Director to the Human Resource Department for reimbursement.

17 **17.4 Reimbursement shall be paid as follows:**

- 18 A. Grade A (+/-) or Pass in Pass/Fail =100%
- 19 B. Grade B (+/-) = 90%
- 20 C. Grade C (+/-) = 80%
- 21 D. Lower than C- = No Reimbursement

22 **Article 18**

23 **WORKERS COMPENSATION BENEFITS**

- 24 18.1 Workers Compensation provides medical and hospitalization expense benefits as well as partial
- 25 payments in lieu of salary for workers injured on the job per applicable State of Florida Statute 440.
- 26 100% compensation will be paid by the City for loss time up to two (2) weeks. After that time

1 payment will be made directly from workers compensation at 66% of total gross. Supplement pay
2 of 34% can be acquired by utilizing sick leave and vacation time. Health insurance premiums will
3 have to be paid by the employee after six (6) months on Workers Compensation Rules. Vacation
4 and sick leave accrual will discontinue after six (6) months on Workers Compensation Rules.

6 **ARTICLE 19**

7 **INSURANCE**

8 19.1 The City agrees to furnish regular full time employees a major medical, surgical, hospitalization
9 and dental benefits group insurance plan. Coverage begins the first of the month after the first full
10 calendar month of regular full time employment.

11 19.2 The City agrees to pay the entire amount (100%) of the premium for the employees. Dependent
12 coverage will be at the expense of the employee.

14 **Article 20**

15 **EQUIPMENT**

16 20.1 The City will provide, at no cost to each employee, all uniforms required by the Police Department
17 including a flashlight and batteries, bulletproof vest with a current warranty and a portable radio.

18 A The City will provide each sworn employee with an annual stipend of \$100 (one hundred
19 dollars) for the purchase of footwear that meets the guidelines according to policy.

20 B The \$100.00 will be paid annually in a lump sum in the first pay period beginning in
21 October 2021.

22 C The \$100.00 will be treated as compensation and subject to all required deductions.

24 20.2 Any employee who shall sustain any breakage, loss or damage to uniform or personal equipment in
25 the line of duty shall have it replaced at no cost to the employee.

26 20.3 All officers will inspect their vehicle before going on the street. If the officer finds any fault in the

1 vehicle which might be considered a safety hazard, the officer shall inform the shift supervisor. The
2 vehicle will not be returned to duty until all safety hazards are eliminated. When it has been proven
3 that damage is due to operator negligence, the officer shall be subject to disciplinary action.

4 20.4 Upon completion of the FTO program regular full time sworn officers will be assigned a (take
5 home) vehicle. Officers assigned take home vehicles shall be allowed to drive their assigned
6 vehicles to and from his/her residence provided the residence of the employee and described take
7 home use is within Alachua County.

8 20.5 Patrol vehicles will contain the following equipment in working order: Rotating emergency light,
9 siren, loudspeaker, two-way radio, shotgun and shells, shotgun locks, first aid kit, fire extinguisher,
10 reflective traffic vest, raincoat, and a prisoner cage guard in all vehicles which shall be used to
11 transport prisoners.

12 20.6 It is recognized that time is of the essence in meeting the mutual obligations set forth in this article
13 and both parties will expeditiously and with due diligence act to meet their respective obligations.

14

15

Article 21

16

HOURS OF WORK AND OVERTIME

17 21.1 The following provisions shall govern hours of work and overtime:

18 A. Eighty (80) hours shall constitute a regular fourteen (14) day work period for all sworn
19 Police Officers including Sergeants, no matter the regular duty assignment. Forty (40)
20 hours shall constitute a regular seven (7) day work period for all other employees covered
21 under this agreement. For the purpose of this Agreement, authorized compensated leave
22 shall mean any leave compensated by the City.

23 B. Hours worked in excess of a regular forty (40) or regular eighty (80) hour work period
24 shall be compensated at the rate of time and one-half of the employee's regular straight
25 time rate. Compensation will be paid or as compensatory leave if requested by employee
26 and approved by the City.

27 C. If an employee covered by this Agreement is called out to work at a time outside normal

1 working hours, the employee shall receive a minimum of three (3) hours pay at the rate
2 of time and one-half regular straight time. Call out time that falls either within one hour
3 (1) hour before or within one (1) hour after the regular workday is considered an extension
4 of the work day and is included in the total hours worked on that day.

5 D. The aforementioned minimum call out compensation shall apply to required off-duty
6 appearances as subpoenaed witness to attend any court, deposition, or other legal matters
7 on pending criminal civil, or traffic cases where the employee is involved in official police
8 capacity. Any witness fees, excluding salary or overtime pay, or any other related fees in
9 connection with the appearance before any court or for the purpose of taking depositions
10 shall be donated by the employee to the APD Explorer Special Revenue Account.

11 E. No supervisor or official shall take action to cause the non-payment of time and one-half
12 in circumstances wherein the member covered by this Agreement has performed work
13 which entitles the member to payment of time and one-half.

14 F. Work schedules will not be changed or altered to avoid the payment of overtime.

15 G. When an employee is put on a standby status for any reason, he/she shall receive overtime
16 at the established rate of time and one-half regular rate of pay. Standby status is defined
17 as when the personal activities of an employee are restricted to such a degree as not to
18 allow any movement from a designated area or location.

19 H. An employee performing any authorized extra-duty assignment shall be entitled to the
20 same rights, privileges, and benefits as if working regular duty hours. Compensation for
21 extra-duty assignments will be at the established rate.

22 I. Hours worked by an employee in an extra-duty status as outlined in APD Extra Duty
23 Policy and Procedures must be paid regardless of work week provisions set forth in Article
24 21.A.

25 J. The City will compensate a BU member, at that member's standard rate x 1.5,
26 when that employee is called in and works a shift not on the member's
27 schedule. This rate of compensation is an exception to the contract provision
28 and practice that overtime is not paid unless, depending on the BU member's

status of 7 or 14 day work period, the total hours actually worked by the member are in excess of 40 or 80 hours. This provision shall not apply in the cited instance with the exception of when the member has been compensated for sick time, not including that provided under the Family Medical Act, during the same work period.

K. The City has the authority to establish shifts and to use any method in establishing a shift as well as change, increase, decrease, initiate, restrict and cancel a shift in order to meet the needs of the department and to provide superior service to the community. However, the Department shall make a reasonable effort to provide two (2) weeks prior written notice to the affected employees.

Article 22

ANNUAL LEAVE

22.1 Every regular full time employee shall receive a paid vacation accrued at the following rates for each full calendar year of service.

1 - 5 years.....80 hours

5 - 10 years.....120 hours

10 - 15 years 136 hours

15 – 20 years.....160 hours

20 or more years.....180 hours

22.2 The following apply to and regulate the use of annual leave:

A. The City will endeavor to accommodate split and/or staggered individual vacation dates applied for by the member as a part of the paragraph (3) request

B. Bargaining unit members must submit, between November 1 and December 31 by email to the Chief of Police, or designee, initial vacation requests for the next calendar year. Any employee hired after November 1 and before December 31 of any given year will comply with this section if a leave request is to be submitted for vacation leave in the next calendar year. Subsequent request will be considered on the same first come first served/seniority basis

C. Dates will be assigned (vacation leave granted) on a first come first served basis as

determined by the (email) date/time applications are submitted and seniority shall control in the event of concurrent requests.

D. Article 13 of this contract and The City of Alachua Personnel Policies and Procedures Manual shall apply as appropriate.

22.3 An employee request that accrued annual time be cashed-in in lieu of leave taken, may be approved or rejected at the option and discretion of the City.

22.4 Accumulated annual leave not used during the calendar year in which it is eligible to be taken may be carried over or accumulated to the following calendar year. However, an employee cannot carry over more than 240 hours of annual leave beyond each calendar year ending December 31. It is the responsibility of the bargaining unit member to be aware of accrued and accruing annual leave and apply for (section 22.2) and maintain a balance that will not exceed a maximum accrual of 240 hours. Vacation and personal leave hours current totals for each member are published and listed on each employed pay notice ("stub") issued each pay period.

22.5 Unless employee resigns without two weeks notice or is terminated for violation of City's Personnel Policies and Procedures, employee shall be paid for granted and unused annual leave in the regular scheduled final paycheck for wages earned. Under no circumstances will an employee be paid for more than 200 hours of unused annual leave.

22.6 Should the City increase the vacation benefit for non-bargaining unit members during the course of the contract, bargaining unit members will be granted the same increases as the non-bargaining unit members.

Article 23

SICK LEAVE

23.1 All regular full-time employees shall be granted 3.69 hours sick leave per bi-weekly pay period. These days are cumulative with no maximum. Any full time regular employee who maintains a minimum of 480 sick leave hours shall be granted twenty (20) hours of additional personal leave time. Any full time sworn officer working a 12 hour work day schedule for the entire calendar year who maintains a minimum of 480 sick leave hours shall be granted an additional four (4) hours of personal leave time for a total of 24 hours. The 480 hour balance must be maintained though the

1 month of December to receive the additional personal leave credit which will be awarded after
2 January 1st of the following year.

3 23.2 **Sick Leave Award**

4 Any employee, except those sworn employees who work a 12 hour work day schedule for the entire
5 calendar year, who uses twenty (20) or less hours of sick leave during the calendar year shall be
6 granted twenty (20) hours of additional personal leave time the following January. Eligible
7 employee must have successfully completed the training period and worked the entire calendar year,
8 January – December of the prior year. Any sworn employee working a 12 hour work day schedule
9 for the entire calendar year, who uses 24 or less hours of sick leave during the calendar year, shall
10 be granted 24 hours of additional personal leave time after January 1st of the following year.

11 23.3 In the event of an employee's death, a lump sum payment for all hours of sick leave earned and
12 accrued shall be paid in accordance with the law.

13 23.4 Sick leave may be used by the employee for the following reasons:

- 14 A. Personal illness or physical incapacity of the employee.
- 15 B. Critical illness in the immediate family.
- 16 C. Enforced Legal quarantine due to exposure to contagious disease.
- 17 D. Medical, dental or optical appointments which cannot be arranged during off-duty hours

18 23.5 An employee on sick leave shall be paid regular holiday pay for any and all holidays that occur
19 while on such leave.

20 23.6 Should the City increase the sick benefit for non-bargaining unit members during the course of the
21 contract, bargaining unit members will be granted the same increases as the non-bargaining unit
22 members.

Article 24

HOLIDAYS

24. 1 The City will recognize the following as paid holidays for employees:

New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Friday after Thanksgiving Day
Christmas Eve
Christmas Day
New Year's Eve Day, and;

24. 2 A Personal leave day to be used anytime during the calendar year. The personal day will be granted during the first pay period in January of each year for current and new employees. Employees hired after the first pay period in January will not receive a personal day until the following January. Those employees working 10 hours a day will be granted a 10 hour personal day, those employees working 12 hours a day will be granted a 12 hour personal day and those employees working 8 hours a day will be granted an 8 hour personal day. Personal leave day not used during the calendar year in which it is eligible to be taken may not be carried over and accumulated to the following calendar year or may not be cashed-in in lieu of taking the time off.

24. 3 If a holiday falls on an employee's off duty day, pay at the regular rate of pay or a day added to vacation time at the City's option shall occur.

24. 4 An employee who works on New Year's Day, Independence Day, Thanksgiving Day or Christmas Day ("Premium Holiday") shall receive regular pay and, in addition, shall receive time and one-

1 half (1 1/2) regular rate for hours worked on the holiday. However, if an employee works overtime
2 on any recognized holiday the employee shall receive time and one half (1 1/2) regular rate for all
3 overtime hours worked on the holiday.

4 24. 5 An employee who works a recognized holiday, other than a "Premium Holiday" as defined in
5 24.4, shall receive regular pay and, in addition, one time the regular rate the hours worked on the
6 non- premium holiday. However, if an employee works overtime on any recognized holiday the
7 employee shall receive time and one half (1 1/2) regular rate for all overtime hours worked.

8 24. 6 If the holiday occurs while an employee is on vacation the holiday shall be taken and a vacation
9 day not charged for the holiday.

10 24. 7 The holidays recognized for all employees are those listed above and not any other designated day.

11 **Article 25**

12 **BEREAVEMENT LEAVE**

13 25. 1 The City agrees when a death occurs in the immediate family of an employee, that employee shall
14 be granted up to three days off for the funeral. An employee needing additional time may be granted
15 up to seven (7) days from accumulated sick, compensatory time, personal or vacation time by the
16 Chief of Police.

17 25. 2 Immediate family is defined as a spouse, domestic partner, child, parent, sibling, grandparent,
18 grandchild and corresponding in-law or step relationships. If the employee was reared by someone
19 other than those named, leave will be granted under the same terms and conditions

20 25. 3 The City agrees that bereavement leave is a separate category and will not be charged against any
21 other leave.

22 **Article 26**

23 **WAGES**

24 The Alachua City Commission, at its regularly scheduled meeting held 12-9-2019, adopted a changed
25 Compensation Plan as defined in Chapter IV of the City of Alachua Personnell Policies and Prcedures. The
26 changes affecting FOP Bargaining Unit (Unit) members covered by this Agreement were and are effective,

on February 3, 2020. The changes to the Compensation Plan were and are accepted, Pursuant to and by operation of Sections 9.3 and 13.4 of this Agreement. The City implemented the amended Compensation Plan February 3, 2020 as authorized and directed by the City Commission and in accordance with this Agreement . All Unit members are, by virtue of the described action of the City Commission and this Agreement, sited within the City of Alachua Classification and Compensation Plan as follows:

Police Officer I	19.47/hr	to	27.26/hr
Police Officer II	20.43/hr	to	28.61/hr
Police Officer III	21.88/hr	to	30.630/hr
Police Sergeant	24.52/hr	to	35.55/hr
Communications Operator Trainee	14.66/hr	to	15.90/hr
Communications Operator I	16.11/hr	to	23.35/hr
Communications Operator II	16.83/hr	to	24.40/hr

26.1 Implementation of Wage Schedule

A. Minimum required time in continuous sworn service with APD and other criteria for promotion shall include:

1. Police Officer I to Police Officer II – At least two Years (one year after completion of Probation/Training period if extended). Promotion to Police officer II shall be considered at the time of the promotional evaluation of each eligible employee and is based in meeting job description criteria and being recommended for promotion by the Chief of Police. Promotion and compensation increases shall be effective beginning the first full pay period after the promotion date.

a. A Florida certified police officer who has worked part time in a sworn position with the APD and then is hired as a full time probationary Police Officer I, shall, at the discretion of the Chief of Police, be credited, after successful completion of probation (365 days or as extended by the Chief of Police) with the hours served in part time status during the 12 months preceding the date of full time hire, toward the required time in service to qualify for promotion to Police

Officer II.

b. A Florida certified police officer hired with prior experience as a certified sworn Police Officer in the State of Florida, after successful completion of probation (365 days or as extended by the Chief of Police) may be credited, at the discretion of the Chief of Police, with time served, up to a maximum of 30 months during the 48 months preceding the date of hire, as a certified and sworn police officer with another department or agency, toward the required time in service to qualify for promotion to Police Officer II (or to Police Officer III if the education and other requirements have been met.)

2. Police Officer II to Police Officer III - Three Years after promotion to Police Officer II. Promotion to Police officer III shall be considered at the time of the annual evaluation of each eligible employee and is based in meeting job description criteria, having attained the minimum educational criteria of holding an A.A. or A.S. from an accredited institution of higher learning, possess and hold active and current certification as a Field Training Officer (FTO) and be recommended for promotion by the Chief of Police. Promotion and compensation increases shall be effective beginning the first full pay period after the promotion date.

3. Police Officer II and III to Sergeant as set forth in Article 30.

4. The added eligibility requirement of holding FTO Certification in order to be promoted to Police Officer III, as set forth in this Section, shall not apply to those currently promoted and who have or do successfully complete probation in rank. However, should probation be extended by the Chief of Police, successful completion of FTO Certification, to be sponsored by the City, may be, at the discretion of the Chief of Police, a required part of successfully completing the extended probation period.

B. Time in continuous service as an APD Communications Operator Trainee, Communication Operator I and Communication Operator II, job requirements and other criteria shall include:

1. Communications Operator Trainee –Entry level position in Communications

1 Division; work performed under direction of assigned Communications Operator
2 trainer. Those in trainee status must demonstrate the knowledge, skills and abilities
3 to perform the duties of a Communications Operator I, prior to being released to solo
4 status. Successful completion of FCIC/NCIC certification required within six (6)
5 months of employment. Successful completion of Department of Health (DOH)
6 certification required within (1) year of employment. Failure to successfully
7 complete both FCIC/NCIC and DOH certifications within the time frames set forth
8 is a failure by the employee to meet job qualifications and each failure is individually
9 grounds for termination.

10 2. Communications Operator I – Communications Operator Trainee to
11 Communications Operator I; successful completion of Communication Operator
12 Trainee requirements, release to solo status, maintain and must possess FCIC/NCIC
13 and DOH certification. Failure to successfully complete and maintain in good
14 standing both FCIC/NCIC and DOH certifications is a failure by the employee to
15 meet job qualifications and each failure is individually grounds for termination.

16 3. Communications Operator II – Communications Operator I to
17 Communications Operator II; at least two years of continuous services as an APD
18 Communications Operator I meeting job description criteria and being
19 recommended for promotion by the Chief of Police. Must possess and maintain in
20 good standing FCIC/NCIC and DOH certification.

21 C. Promotion Increase

22 1. Members shall receive an increase to base pay of the higher rank to which
23 promoted or five percent of their then existing pay, whichever is greater.

24 D. In Rank Pay Increases Based on Merit

25 1. Increases in pay within rank shall be based on merit, as reflected in the annual
26 evaluation, as recommended by the Chief of Police, approved by the City Manager
27 and funded in the annual City Budget.

1 E. Probation Upon Promotion

- 2 1. All promotions shall be subject to a one year period of probation (which may be
3 extended for an additional six months upon approval of the Chief of Police).
- 4 2. Failure to satisfactorily complete probation may result in demotion/reduction in
5 pay or termination as the facts and circumstances require.

6 F. The Pay Classification of Detective, Canine Officer and School Resource Officer are
7 abolished. However, the following benefits are here continued and are amounts that,
8 according to the United States Internal Revenue Code, are treated as ordinary income and
9 subject to withholding requirements according to law:

- 10 1. Those now assigned the care, custody, control and duties of working with a canine
11 partner shall be paid as set forth in 26.1 plus be paid one additional hour per day
12 for all days, on or off duty, as compensation for caring for the canine. The
13 additional hour per day shall be compensated at the rate of \$12.00/hour and all
14 other expenses shall continue to be paid by the city consistent with city then
15 existing policy.
- 16 2. Members now assigned to plain clothes duty (whether referred to as detectives,
17 investigators, etc.) will be paid and classified as set forth in 26.1, but, will also
18 receive a clothing stipend of \$700.00/Year, prorated and paid quarterly.
- 19 3. A Member serving as a School Resource Officer shall receive no benefit or stipend
20 beyond wages and other benefits provided all uniform officers.
- 21 4. All sworn officer positions shall be classified as set forth in Article 26.1 and
22 transfer between assignments shall be considered lateral and not, in and of itself,
23 be a promotion, demotion, change of status or rank.

24 G. Field Training Officer

- 25 1. Field Training Officer (FTO) Certification is an important part of the Alachua
26 Police Department commitment to developing a culture of proactive problem
27 solving and community oriented police service in both new and veteran members

1 of the department. Veteran Officers are selected and sponsored for the forty hour
2 FTO training course at Santa Fe College where they are exposed to and learn the
3 skills necessary to train a new Officer, recognize common problems that often
4 occur with new recruits and recognize the responsibility FTOs have in developing
5 top quality members for their department.

6 2. Each new Officer experiences three separate four week phases under the tutelage
7 of a Certified FTO. One or more phases may be led by one FTO or different FTOs
8 may lead each. A report will be completed at the end of each phase and used to
9 continue the process of positive orientation, training and education. A final report
10 will be completed at the end of all three phases.

11 3. Each FTO, in addition to all other compensation and benefits provided for in this
12 Collective Bargaining Agreement, will receive a lump sum payment of \$100.00 at
13 the completion of each four week phase of a new Officer's training. Payment is
14 due only when the FTO as described actually serves as an FTO and not for just
15 holding the certification. The payment will be included as ordinary compensation
16 (income) in the pay period reported and subject to all normal deductions.

17 H. All changes in compensation pursuant to this Agreement, except for Merit Increase set
18 forth in 26., will be implemented effective beginning the first full pay period after October
19 1, 2021 or the first full pay period after and contingent upon ratification of this Agreement
20 first by the Collective Bargaining Unit and, second, by the Alachua City Commission,
21 whichever is last to occur.

22 **26.2 Merit Increase**

23 A Employees shall become eligible for Merit Pay salary increases, if any, based on their
24 annual performance evaluation as rated by his/her supervisor. The percentage of the
25 merit increase will be applied to the current hourly rate of pay up the maximum rate
26 of his/her position's salary range. If an employee is at or near the maximum rate of
27 pay for his/her position, the percentage of the merit increase that exceeds the
28 maximum pay range will be given as a lump sum payment in lieu of increasing the

current hourly rate of pay up to and beyond the set maximum rate. Merit increases shall be on the following schedule:

1. Below or Does Not Meet Expectations 0%
2. Meets Expectations 2%*
3. Exceeds Expectations 3%*
4. Exceptional 4%*

*Not Cumulative

B Implementation

1. Annual evaluations, using the same form, criteria and process in place in the 2018/2019 contract year, are scheduled for completion for all employees by November 30, 2021.
2. The Rating Schedule and corresponding Merit Increase are as set forth below:

a. <u>Final Rating</u>	<u>Range</u>	<u>Merit Increase</u>
Exceptional	4.51 – 5.00	4%
Exceeds Expectations	4.00 – 4.50	3%
Meets Expectations	3.00 – 3.99	2%
Needs Improvement	2.00 – 2.99	0%
Does Not Meet Expectations	1.00 – 1.99	0%

3. Merit increases, if any, awarded any employee will be implemented and paid the first pay period beginning in January of 2022
4. Merit increases, as with all increases in compensation, are subject to all required deductions.

26.3 Longevity pay will be awarded for FY 2021/2022 based on the criteria listed below:

- A. Longevity amounts will be paid in lump sum (less withholdings, etc.) in the week beginning December 7 of 2021 based on years of service calculated as of September 30th, 2021.
- B. Eligibility requires a rating of “meets expectations” or above for the current year and the employee must be employed by the City on the date of payment.
- C. Longevity pay will be determined by the schedule below:

1	5 - 9 years of consecutive full-time employment	\$500.00
2	10 - 14 years of consecutive full-time employment	\$1,000.00
3	15 - 19 years of consecutive full-time employment	\$1,500.00
4	20 - 24 years of consecutive full-time employment	\$2,000.00
5	25 - 29 years of consecutive full-time employment	\$2,500.00
6	30 or more years of consecutive full-time employment	\$3,000.00

7 **Article 27**

8 **SAVINGS CLAUSE**

9 27.1 All job benefits hereto enjoyed by the employees which, are not specifically provided for or abridged
10 by the collective Bargaining Agreement shall continue under conditions that they had previously
11 been granted. The Agreement will not deprive any employee of any benefits or protection granted
12 by the laws of the State of Florida, the ordinances and policies and procedures of the City of Alachua.

13 **Article 28**

14 **SEVERABILITY CLAUSE**

15 28.1 Should any provision of this collective Bargaining Agreement or any part thereof, be rendered or
16 declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of
17 accord of competent jurisdiction, all other articles and sections of this Agreement shall remain in
18 full force and effect for the duration of this Agreement.

19 28.2 Should any Article be rendered invalid, it shall be re-negotiated within sixty (60) days upon written
20 notification by the COA or the FOP.

21 **Article 29**

22 **STRIKES AND LOCKOUTS**

23 29.1 There will be no strikes, work stoppages, picket lines, slowdowns, boycotts, or concerted failure or
24 refusal to perform assigned work by the employees or the FOP and there will be no lockouts by the
25 City for the duration of this Agreement. The FOP supports the City fully in maintaining normal
26 operations.

27 29.2 Any employee who participates in or promotes a strike, work stoppage, picket line, slowdown,

1 boycott or concerted failure or refusal to perform assigned work may be disciplined by the City and
2 only the question of whether the employee did in fact participate in or promote such action shall be
3 subject to grievance and arbitration procedure.

4 29.3 It is recognized by the parties that the City is responsible for and engaged in activities which are
5 basis of the health and welfare of the citizens. Accordingly, it is understood and agreed that in the
6 event of any violation(s) of this section, the City shall be entitled to seek and obtain immediate
7 injunctive relief.

8 "Picketing" as used herein shall mean any action which has the effect of preventing or attempting
9 to prevent employees from reporting to or continuing work or preventing the public from entering
10 public facilities. Informational picketing is allowed.

11

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Article 30

13

PROMOTION TO SERGEANT EXAMINATION PROCESS

14 30.1 Promotions to Sergeant in the Department shall be filled as established in this Article.

15 30.2 The City will post, on all department bulletin boards, (for all eligible officers) a date for a
16 competitive promotional examination. The City will give forty-five (45) days notice prior to the
17 commencement of the examination(s) and provide a list from where the questions are to come for
18 the written examination.

19 30.3 Officers, to be eligible to take the exam for Police Sergeant, shall have a minimum of three (3) years
20 of continuous satisfactory full time service as a Police Officer with the City of Alachua or at least
21 two years of continuous satisfactory certified sworn law enforcement service with another agency
22 in the state of Florida the 36 months preceding the date of hire by APD, satisfactorily completed
23 the APD probation/training period and served one year continuously with APD after completion of
24 probation./training.

25 30.4 The competitive process will consist of four (4) phases, a written multiple choice exam, a practical
26 exercise, role playing and an oral board. An employee will have to obtain a score of at least 70%
27 on the written exam to continue to the next stage of the process. The written test will consists of

1 100 multiple choice questions and the score is valid for two full years from the date of taking.
2 However, if an officer elects to retake the written test when it is offered, only the more recent test
3 score will be valid. The practice exercise will consist of presenting the officer with a simulated
4 event and then requiring the officer to complete the required report(s) in order to evaluate the
5 candidate's perception, knowledge and report writing skills. The third phase involves the candidate
6 in a role playing exercise. The exercise is designed to evaluate the candidate's knowledge,
7 judgment, composure, interpersonal skills, leadership and decision making. The practice exercise
8 and role playing phase may be combined. The final phase consists of an oral board made up of the
9 three (Sergeants or lieutenants or any combination) from law enforcement agencies in the state.
10 The City will assemble and select the board and bear any associated costs during the oral board.
11 Candidates will be asked to respond to questions concerning situations a Sergeant with APD would
12 be expected to encounter.

13 Each phase (1-4) will be graded separately and weighted at 25 percent of the total score of 100 (25
14 points each).

15 All candidates will be given the same written exam (phase I), and presented with the same practical
16 exercise (phase II) and role playing scenario (phase III). The oral board will be unscripted (phase
17 IV).

18 30.5 The FOP may have one (1) proctor present during any part of the examination process (written or
19 oral). The proctor shall act as an observer and will not interfere with the examination.

20 30.6 The Chief of Police will be able to pick from the top three employees on the promotional list when
21 determining who is to be promoted. The promotional list shall be valid for 24 months from the
22 date of its inception. Should the City offer a new test before the expiration of the promotional list,
23 the officers on the current list shall have the option to re-test. The rankings shall be from highest
24 score to lowest and will incorporate officers from any and all current testing cycles. However,
25 officers will be deleted from the promotion list when their 24 month eligibility expires. As officers
26 are removed, those employees remaining on or added to the promotional list from a new testing
27 cycle will be ranked from the highest score to the lowest.

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Article 31

DRUG POLICY

- 31.1 The City of Alachua and the FOP recognize that the City should not accept any risk to the safety of its employees or members of the public or compromise the quality of our work, services or productivity as the result of alcohol or drug abuse which can impair one’s normal mental and physical faculties. Both parties agree to the promotion of a drug free workplace pursuant to Florida State Statute 440.102 and Executive Order 12584 (Drug-Free Workplace Act).
- 31.2 The FOP agrees to support any policy adopted by the City and abide by all its provisions

Article 32

NON-DISCRIMINATION

- 32.1 Employees of the City shall have the right to form, join, and participate in, or to refrain from forming, joining, and participating in any employee organization of their own choosing. No employee shall be intimidated, restrained, coerced, or discriminated against by either the City or the FOP, because of the exercise of these rights.
- 32.2 The City and the FOP shall apply the provisions of this Agreement equally to all employees without discrimination, because of age, sex, race, creed, religion, national origin or disability except where the law allows consideration of such factors.
- 32.3 The use of masculine or feminine gender in this Agreement shall be construed as including both genders.

Article 33

SAFETY

- 33.1 It shall be the joint responsibility of the City of Alachua and the FOP to work cooperatively to ensure the safest working environment possible.
- 33.2 "The City or the Fraternal Order of Police may call a safety meeting and any convenient

time to discuss safety concerns.

Article 34

CONTRACT FORMAT

The City of Alachua proposes the following format for Contract between the City of Alachua and Gator Lodge 67 Fraternal Order of Police to be effective fiscal year 2016/2017 and thereafter:

Article #

Title

#.1 First Level

A. Second Level

1. Third Level

a. Fourth Level

(1) Fifth Level

(a) Sixth Level

i. Seventh Level

a. Eight Level

1. Ninth Level

#.2 ect...

TERM OF AGREEMENT

This contract is ratified and shall be effective October 1, 2021 after approval by the City of Alachua Commission and will remain in effect until September 30, 2022. This contract will remain in full force and effect until its successor is ratified and implemented.

DATE TO OPEN

FISCAL YEAR 2021/2022 NEGOTIATIONS

The City and the FOP, during the first week of July 2022, agree to coordinate the scheduling of the first negotiating session to be held no later than July 29, 2022.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the date sworn.

Date

8/18/21

W. Michael DaRoza, City Manager

THIS AGREEMENT was ratified by a majority of the members of the Bargaining Unit in voting conducted August 18, 2021.

8/18/2021

Tristan Grunder, FOP Bargaining Representative,
Gator Lodge 67, Fraternal Order of Police, Inc.

Date

8/18/2021

Carlos Hunt, APD Employee Representative

THIS AGREEMENT is ratified by the Alachua City Commission and the Mayor authorized and directed to affix his signature this ____ day of _____, 2021.

Attest:

W. Michael DaRoza, City Manager/City Clerk

Gib Coerper, Mayor

APPROVED AS TO FORM

Date:

Marian Rush, City Attorney

FOP 2021/2022 NEGOTIATIONS

City of Alachua and FOP
2020/2021 Contract with 2021/2022
Changes by Article and Page Number
(Red Underline and Strikethrough Version)

Article 1 – 1.1	Page 2
Article 17 – 17.3 C	Page 17
Article 20 – 20.1 B	Pages 18
Article 21.1 J	Page 20, 21
Article 26 –26.1 H, 26.2 B 1&5	Pages 30, 31
26.3 A.	Page 32
Term of Agreement	Page 36
Date to Open	Page 37
Signatures	Pages 37

PREAMBLE

This agreement is entered into between the City of Alachua (The City”) and the Gator Lodge 67, Fraternal Order of Police, Inc. (“FOP” or “the Union”). The “Police Department” referenced in this Agreement is the Alachua Police Department; hereinafter APD, of the City of Alachua, Florida.

It is the intent and purpose of the City and the FOP to set forth herein their entire agreement concerning wages, hours, and other terms and conditions of employment. There shall be no individual arrangement contrary to the terms of this Agreement.

The words “employee” and “member” are used interchangeably throughout this Agreement. These words are synonymous and refer to employees of the City of Alachua Police Department who are members of the bargaining unit covered by this Agreement.

This Agreement is primarily intended to promote the interests of the citizens of Alachua and the public in general and having at all times available to them services on the most efficient and economical basis practically achievable. The City, the FOP, and each member of the bargaining unit agree to use their best efforts to serve the citizens of the City and the public in general, to see that the public is served efficiently and with dedication to its interests, to assure that the services of the City are provided without interruption and with the highest standards of proper public performance.

It is contemplated that this Agreement will serve the public interest by maximizing the efficiency and productivity of employees of the Alachua Police Department by insuring that members of the bargaining unit will at all times be responsive to and make every reasonable effort to carry forward the City’s legitimate activities and functions with promptness and dispatch, and will accept and execute promptly all instructions and orders given to them; and by defining the City’s obligations to the FOP and members of the bargaining unit, and the FOP and members of the bargaining unit’s obligations to the City, thus avoiding disputes; and to provide a procedure for the resolution of claims that this Agreement has been violated by either party, without any interruption of, or other interference with, the operation of the Police Department.

“Days” in this Agreement means working days during a pay period.

1 **Article 1**

2 **RECOGNITION**

3 1.1. The City hereby recognizes the Gator Lodge 67, Fraternal Order of Police, Inc., hereafter referred
4 to as the FOP to be the exclusive bargaining representative for all matters affecting wages, hours,
5 and working conditions for those employees in the unit certified by the Public Employees Relations
6 Commission. **Certification Number 1791**

7 **Included: All employees of the City of Alachua Police Department in the classification**
8 **of communications operator, patrolman (police officer I, II, III), and sergeant.**

9 **Excluded: All other employees of the City of Alachua Police Department, excluding**
10 **specifically the police chief, the assistant chief, Lieutenants(s) and the**
11 **communications supervisor, and all other employees of the City of Alachua.**

12 1.2. It is further understood and agreed that the FOP shall designate, in writing, those individuals who
13 may speak on its behalf in any matter between the FOP and the City; however, such matters shall
14 include only those matters with which the FOP has the authority regarding its membership. Any
15 written notice designating any individual to speak on behalf of the FOP shall state the period of
16 time for such designation. Furthermore, a written list of the officers and representatives of the
17 FOP, and those individuals who are authorized to speak on behalf of the FOP, shall be furnished
18 to the Chief of Police immediately upon their designation and the Chief of Police shall be notified,
19 in writing, of any changes of said representative within five (5) days of such change.

20 1.3 Nothing in this Article, however, shall prohibit any member of the bargaining unit from discussing
21 any concern, complaint or suggestion with his or her supervisor, Division Commander or Chief of
22 Police.

Article 2

GRIEVANCE AND ARBITRATION PROCEDURE

2.1 In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, it is agreed and understood that there will be procedure for the resolution of grievances between the parties and that such procedure shall cover grievances involving discharge, suspension, demotion, or any other adverse personnel action against a member covered by this Agreement or any other dispute between the City and one or more employees concerning the interpretation or application of, or compliance with the agreement including disputes regarding discipline. The discharge, discipline, demotion, layoff or suspension of probationary/training employees on initial hire or rehire shall not be subject to the grievance procedure of this Agreement.

2.2 Every effort will be made by the parties to settle any grievance as expeditiously as possible. Any grievance not answered by Management within the prescribed time limits shall automatically advance to the next higher step. Should the grieving party fail to observe the time limits as set forth in the steps of this Article, grievance shall be considered conclusively abandoned.

2.3 Grievances shall be presented in the following manner:

Step 1: Employee shall first take up grievance with the immediate supervisor within five (5) working days of the occurrence of the event(s) which gave rise to the grievance or from the date which the employee becomes knowledgeable of the cause of action. If the event which gave rise to the grievance occurred at a time when the employee was on annual leave, sick leave or other compensated leave, the five (5) working day period shall commence running immediately upon the employee's return from such compensated leave. The first step shall be on an informal and oral basis. The FOP representative may be present to represent the employee. The immediate supervisor shall render decision within five (5) working days.

Step 2: Any grievance which cannot be satisfactorily settled with the immediate supervisor shall be reduced in writing by the employee or a FOP representative and shall next be taken up with the Chief of Police through the grievant or the representative of the FOP and the Chief of Police within five (5) working days after completion of Step 1. The Chief of Police shall within five (5) working days after discussion render decision in writing, with a copy to the employee's

organization.

Step 3: Any grievance not satisfactorily settled at Step 2 will be taken up with the City Manager or designee with five (5) days from the date the Chief of Police has rendered decision. The grievance as specified in writing shall be discussed by and between the employee and representative of the FOP and the City Manager within five (5) working days after completion of Step 2. The City Manager shall, within five (5) working days, render a written decision.

Step 4: Arbitration: In the event a grievance processed through the grievance procedure has not been resolved at Step 3 above, the FOP and/or the grievant may request that the grievance be submitted to arbitration within fifteen (15) working days after the City Manager renders a written decision on the grievance. The arbitrator will be any impartial person mutually agreed upon by and between the parties. If an impartial arbitrator cannot be mutually agreed upon within fifteen (15) days after the grievance is submitted to arbitration, then the parties shall jointly request the Federal Mediation and Conciliation Service to furnish a panel of seven (7) names from which each party shall have the option within five (5) days of receipt by striking three (3) names in alternating fashion, with the grieving party striking first.

A. The City and the FOP and/or grievant shall attempt to mutually agree in writing as to the statement of the grievance to be arbitrated prior to the arbitration hearing, and the arbitrator thereafter, shall confine decision to the particular grievance thus specified. In the event the parties fail to agree on the statement of the grievance to be submitted to the arbitrator, the arbitrator will confine consideration and determination to the written statement of the grievance presented in Step 3 of the grievance procedure.

B. The arbitrator shall fashion, an appropriate remedy for violations of the provisions contained in this Agreement.

C. The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement to any part thereof or amendment thereto. The arbitration hearing shall be conducted in accordance with the Rules of Procedure promulgated by the Federal Mediation and Conciliation Service.

D. Each party shall bear the expense of its own witnesses and of its own representatives for

1 purpose of the arbitration hearing. The impartial arbitrator's fee and related expenses and
2 expenses of obtaining a hearing room, if any, shall be equally divided between the parties.

3 Any party desiring a transcript of the hearing shall bear the cost of such transcript unless
4 both parties mutually agree to share said cost.

5 E. Copies of the arbitrator's award shall be furnished to both parties within thirty (30) days
6 of the close of the arbitration hearing. The arbitrator's award shall be final and binding
7 on the parties.

8 F. Where a grievance is general in nature, in that it applies to a number of employees rather
9 than a single employee, or if the grievance is directly between the FOP and the City, such
10 grievance shall be presented by the FOP Representative, in writing, directly to the City
11 Manager, (Step 3) within ten (10) working days of the occurrence of the event(s).

12 G. All above-mentioned time frames may be extended in writing by mutual
13 agreement.

14 **Article 3**

15 **DUES DEDUCTION**

16 3.1 Any member of the Bargaining Unit may have membership dues deducted from wages. Dues shall
17 be deducted once each month and shall thereafter be transmitted to the FOP, accompanied by a list
18 of those employee's names whose dues are included.

19 3.2 The FOP agrees to indemnify, defend and hold the City harmless against any and all claims, suits,
20 orders of judgments brought or issued against the City as a result of any action taken or not taken
21 by the City under the provisions of this Article.

22 **Article 4**

23 **MANAGEMENT RIGHTS**

24 4.1 It is the right of the Employer to determine unilaterally the purpose of each of its constituent
25 agencies, set standards of services to be offered to the public and exercise control and discretion
26 over its organization and operations.

1 4.2 In addition, the FOP recognizes the sole and exclusive rights, powers and authority of the Employer
2 further include, but are not limited to, the following: to direct and manage employees of the City;
3 to hire, promote, transfer, schedule, assign and retain employees, to suspend, demote, discharge or
4 take other disciplinary action against employees for proper cause; to relieve employees from duty
5 because of lack of work, funds, or other legitimate reasons; to maintain the efficiency of its
6 operations including the right to contract and subcontract existing and future work; to determine the
7 duties to be included in job classifications and the numbers, types and ranks of positions or
8 employees assigned to an organizational unit, department or project; to assign overtime and to
9 determine the amount of overtime required, to control and regulate the use of all its equipment and
10 property; to establish and require employees to observe all its rules and regulations, to conduct
11 performance evaluations; and to determine internal security practices. The Employer agrees that,
12 prior to substantial permanent lay-off of FOP bargaining unit members, it will discuss such with the
13 FOP.

14 4.3 If, in the sole discretion of the City Manager/Designee, it is determined that civil emergency
15 conditions exist, including, but not limited to, riots, civil disorders, severe weather conditions (or
16 similar catastrophe), the provisions of this Agreement may be suspended by the City
17 Manager/Designee during the time of the declared emergency, provided that wage rates and
18 monetary fringe benefits shall not be suspended. Should an emergency arise, the FOP shall be
19 advised as soon as possible of the nature of the emergency.

20 **Article 5**

21 **PERSONNEL RECORDS**

22 5.1 Each employee covered by this Agreement shall have the right to inspect his or her official
23 personnel file, provided, however, that such inspection shall take place during working hours at the
24 location where the official personnel file is kept. The employee shall have the right to make
25 duplicate copies of any items contained in his or her official personnel file.

26 5.2 Employees shall have the right to file a written response to any letter of reprimand or to any
27 document which is placed in the employee's official personnel file as a result of supervisory action
28 or citizen complaint. At the employee's request any such written response shall be included in the

1 employee's official personnel file together with the letter of reprimand or other document against
2 which it is directed.

3 5.3 To the extent permitted by law and in order to protect the privacy and promote the safety of
4 individual police officers, the City agrees not to directly or indirectly furnish the news media or the
5 public with any employee's home address, telephone number **or** photograph.

6 5.4 The FOP agrees not to directly or indirectly furnish the news media or the public with personnel
7 records without the consent of the City and the employee thus insuring the confidentiality of
8 personnel records other than required by law.

9 **Article 6**

10 **SENIORITY**

11 6.1 The City agrees that time in service shall consist of continuous accumulated paid service with the
12 City of Alachua Police Department. It shall be computed from the date of hire. Seniority is defined
13 as time in rank or classification from the date of successful completion of the probation/training
14 period. Members serving in a higher rank or classification shall have seniority over those of lower
15 rank or classification Seniority shall accumulate during leaves of absence due to injury, illness,
16 vacation, or any other leave authorized and approved by the City.

17 6.2 Vacation periods for each calendar year shall be drawn by employees on the basis of seniority in
18 rank.

19 6.3 In the event of a layoff for any reason, employee rank, performance evaluations and classification
20 will be the determining factors used by the City. In the event that more than one employee has the
21 same performance evaluation, employees will be laid off in the inverse order of their rank and
22 seniority. Any employee to be laid off, who has advanced to present classification from a lower
23 rank or classification, in which he or she held a permanent appointment, shall be given an open
24 position in a lower rank or classification. His or her seniority in the lower classification shall be
25 established according to the date of permanent appointment with the Police Department. No new
26 employee shall be hired in any classification until all employees on layoff status in that classification
27 have had an opportunity to return to work. Employees shall be called back from layoff with rank

1 and the performance evaluation being the determining factors. In the event that more than one
2 employee of the same rank and classification has the same performance evaluation, employees will
3 be recalled according to the seniority in rank or classification from which the employee was laid
4 off.

5 6.4 Employees shall be notified of their recall to work by registered letter mailed to their address of
6 record and shall be given fifteen (15) calendar days to return to work. A recalled employee shall
7 notify the employer in writing of the employee's intent to return to work within five (5) calendar
8 days of notice of attempt to deliver the recall letter.

9 6.5 An employee laid off pursuant to this Article, provided the insurance carrier concurs, shall be given
10 the opportunity to continue insurance coverage in existing programs during the layoff provided that
11 the premiums for such insurance programs shall be paid by the employee on a monthly basis in
12 advance of the month due.

13 6.6 Recall will be the current rate of pay for classification and rank but not lower than that of the
14 employee when laid off. Upon recall, all credit for seniority shall be restored.

15 In the event of a vacancy in an assignment, or a promotional vacancy, seniority will be given
16 reasonable consideration, but will not be the determining factor.

17 6.7 Seniority shall also be considered in the selection of any employee to be sent to any type of school
18 or training.

19 **Article 7**

20 **LEAVE OF ABSENCE**

21 7.1 **Leave of Absence Without Pay:**

22

23 The decision to grant leave without pay (leave of absence) is a matter of administrative discretion.
24 It shall be incumbent upon the Chief of Police to weigh and determine each case on its own merits.
25 Any leave of absence for a period of thirty (30) days or more must have the approval of the City
26 Manager. Failure of any employee to timely return to duty upon expiration of his/her leave of
27 absence shall constitute the resignation of that employee. Holidays, sick leave, annual leave ,
28 seniority and any other benefits based on time spent in the employment of the City shall not accrue

1 during a leave of absence without pay provided, however, that the employee may maintain health
2 insurance coverage by paying the total cost of his/her group insurance premium. Longevity
3 increases, merit increases and any other increases for which an employee may become eligible based
4 on whole, or in part on length of service with the City shall not be credited during any period of leave
5 of absence without pay.

6 A. An employee shall return from leave of absence at the same rank and pay as at the time
7 of commencement of leave of absence.

8 B. Any employee who is a member of the National Guard or an organized military service
9 unit of the United States will be granted a leave of absence when called to active duty or
10 for training with the armed forces in accordance with State and Federal Law.

11 7.2 **General**

12 An employee shall return from any leave of absence at the same rank and pay as at the time of
13 commencement of the leave of absence.

14 Military leave shall be granted in accordance with the provisions of State and Federal Law. All
15 employees entitled to military leave shall give their supervisor an opportunity, within the limits of
16 military regulations, to determine when such leave shall be taken.

17 7.3 **Leave of Absence With Pay**

18 Leave with pay for sufficient cause (including illness if sick leave is unavailable) may be granted to
19 regular employees of the City, by the City Manager, up to and including five (5) consecutive working
20 days in any twelve-month period. More extended periods of leave with pay may not be granted
21 except by express approval of the City Commission. This provision is applicable only if all accrued
22 vacation time is exhausted.

23 **Article 8**

24 **PROBATIONARY /TRAINING PERSONNEL**

25 8.1 All new members and those who have been promoted to a higher classification or rank shall serve
26 a probationary/training period of 365 days, which can be extended for up to 6 months at the

1 discretion of the Chief of Police, during which time they shall not be entitled to any seniority rights
2 but during such period shall be subject to all terms and conditions of this Agreement.

3 8.2 Upon successful completion of said 365 days or such period of extension as provided for in 8.1,
4 new employees shall be shown as regular full time employees and those promoted within the
5 classification of Police Officer or to Sergeant shall accrue seniority in classification or rank from
6 the date of successful completion of the probationary/training period.

7 **Article 9**

8 **BULLETIN BOARDS**

9 9.1 The City agrees to provide a bulletin board for FOP use at the APD Police Station.

10 9.2 The City shall permit the FOP to post notices of FOP business and matters relating to the
11 administration of this Agreement.

12 9.3 The City will post any proposed changes to Policies and Procedures on the FOP Bulletin Board as
13 Provided in Article 13.4 at least 30 days prior to effective date of the proposed changes, as provided
14 in Article 13.4.

15 9.4 The City shall create a FOP intranet portal where the FOP can post approved material for bargaining
16 unit members.

17 9.5 The City will also post notices to FOP and unit members on the site.

18 9.6 The City will post, thirty (30) days in advance of the projected assignment date, all opportunities
19 for lateral transfer to new or open positions. Posting will be on the FOP Bulletin Board and all
20 interested and eligible bargaining unit members shall submit by email to the Chief of Police the
21 written reasons for the request, qualifications and other support for transfer to the assignment. All
22 Such requests shall be received by the Chief, as evidenced by proof of sending the email on the City
23 IT System to the Chief, fourteen (14) days before the published assignment date. The Chief of
24 Police, as provided for in Article 4, will consider all such requests and make the final staffing
25 decision and selection from the members of the entire bargaining unit as the Chief determines to be
26 in the best interests of the City.

1 **Article 10**

2 **VOTING/POLITICAL ACTIVITY**

3 10.1 During a primary, general, or special election, an employee who is a registered voter whose hours of
4 work do not allow sufficient time for voting shall be expected to take advantage of early voting,
5 absentee ballot or other options available to the public.

6 10.2 Employees will be allowed to engage in the full range of political activities guaranteed to all citizens
7 while off duty and not in uniform.

8 **Article 11**

9 **INTERNAL INVESTIGATIONS & OBLIGATIONS TO THE PUBLIC**

10 11.1 The parties recognize that the security of the City and its citizens depends to a great extent upon the
11 manner in which the employees covered by this Agreement perform their various duties. Further,
12 the parties recognize that the performance of such duties involves these employees in all manner of
13 contacts and relationships with the public and out of such contact and relationships, questions may
14 arise or complaints may be made concerning the actions of employees covered by this Agreement.
15 Investigation of such questions and complaints must necessarily be conducted by a sworn law
16 enforcement officer whose concern must be the security of the City and preservation of the public
17 interest.

18 In order to maintain the security of the City and protect the interests of its citizens, the parties agree
19 that the City must have the unrestricted right to conduct investigations of citizen complaints and
20 matters of internal security; provided, however, that any investigative interrogation of any employee
21 covered by this Agreement relative to a citizen complaint and or a matter of internal security shall
22 be conducted under the following conditions and following the provisions of F.S.S. 112, the Police
23 Officer's Bill of Rights.

24 A. No employee shall be ordered to submit to any device designed to measure the truth of
25 his/her responses during questioning, provided, however, that there shall be no restriction
26 on the right of any employee to submit to such device on a voluntary basis.

27 B. In the interest of internal security and fairness to the employee under investigation, the

1 City insofar as is legally permissible, agrees to make no conclusionary public statements
2 concerning the validity of the allegations under investigation until such time as the
3 investigation has been completed. In the event the employee under investigation, or any
4 organization or person representing said employee makes public statement concerning the
5 allegations under investigation, the City shall have the right to respond in any manner it
6 deems appropriate.

7 C. In all cases wherein an employee is to be interrogated concerning an alleged violation of
8 Department Rules and Regulations which, if proved, may result in dismissal or in some
9 other disciplinary measure, the employee shall be afforded a reasonable opportunity and
10 facilities to contact and consult privately with an attorney of his/her choosing and with the
11 representative of the FOP, who may be present during all interrogation. The attorney and
12 their FOP representative may be present during the interrogation. When the attorney and/or
13 representative is not immediately available and conditions permit, the interrogation will be
14 postponed for twenty-four (24) hours or to a date mutually agreed upon.

15 D. In cases where the City chooses to relieve an employee from duty pending an investigation
16 or other administrative determination, the following conditions will prevail:

17 The employee will remain on full salary and allowances and shall not lose any benefits
18 during this period of time.

19 Should disciplinary action result from the investigation, that period of time in which the
20 employee was relieved from duty will be included in disciplinary action. In the event that
21 an employee has been paid, the employee's accumulated leave or compensatory time shall
22 be charged as a set-off.

23 E. The findings of internal affairs investigations shall be labeled:

24 1. Unfounded – The act or acts complained of did not occur or did not involve APD
25 personnel.

26 2. Not-sustained – Insufficient evidence to clearly prove or disprove the
27 allegation/complaint.

- 1 3. Sustained – The preponderance of evidence clearly proves the
2 allegation/complaint.
- 3 4. Exonerated – The act or acts did occur, but were justified, lawful and proper.
- 4 5. Exonerated due to policy failure – A finding of conclusion that policy, procedure,
5 rule or regulation covering the situation was non-existent or inadequate.
- 6 F. Only “Sustained” complaints will be inserted in an officer’s personnel file.
- 7 G. The charge “conduct unbecoming an officer” can be used provided it is qualified by “in
8 that the officer did (describe the conduct in detail).”
- 9 H. The City shall not discharge or discipline any bargaining unit employee without proper
10 cause and due process, except in layoff situations (Article 4 and Article 6).
- 11 11.2 If the City feels there is proper cause for disciplinary action the employee will be notified in writing
12 that he/she will be disciplined clearly stating the reasons.
- 13 A. In the event an employee becomes the subject of a formal Departmental or City
14 investigation arising from a complaint or allegation, the Department or the City, whichever
15 is appropriate, shall notify the employee of the complaint unless a criminal investigation is
16 initiated.
- 17 B. Upon conclusion of the formal investigation the employee will be notified of the
18 disposition of the complaint.

19 **Article 12**

20 **LEGAL BENEFITS**

- 21 12.1 The City will defend employees against any legal actions against them as a result of their actions
22 while acting in the scope of their employment (i.e. in the line of duty), unless such employee acted
23 in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of
24 human rights, safety or property (acting outside legal authority).
- 25 12.2 The City agrees to indemnify all employees against judgments levied against them as a result of
26 their actions while acting in the scope of their employment, unless the employee acted in bad faith

1 or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights,
2 safety or property (outside legal authority).

4 **Article 13**

5 **DISCIPLINE, RULES AND REGULATIONS**

6 13.1 It is agreed that employees covered by this Agreement shall be subject to the City of Alachua
7 Personnel Policies and Procedures and the Alachua Police Department Operations Manual as either
8 one now exists or may be amended. Should there be any conflict between the provisions of the
9 Operations Manual and the City Personnel Policies and Procedures, the City Personnel Policies and
10 Procedures shall prevail. This Agreement shall prevail in any conflict with either the Alachua
11 Police Department Operations Manual or the City of Alachua Personnel Policies and Procedures.

12 13.2 Failure of employees to comply with the terms of the City Personnel Policies and Procedures and
13 the Police Department Operations Manual may result in the imposition of disciplinary action
14 pursuant to the provisions of these above cited Rules.

15 13.3 It is the understanding and the intention of the parties that any disciplinary action taken in the case
16 of an employee in this bargaining unit shall be subject to the grievance procedure as provided in
17 Article 2 of this Agreement.

18 13.4 New or revised rules implemented within the Police Department Operations Manual and any
19 changes in the City of Alachua Personnel Policies and Procedures, shall be posted on the FOP
20 bulletin board at least 30 days prior to the effective date if the proposed changes in Policy and
21 Procedures will impact wages, hours or terms and conditions of employment If the FOP disagrees
22 with a new Police Department rule or City Personnel Policies and Procedures, it shall make a written
23 request for a meeting with the designated city bargaining representative to attempt to reach a mutual
24 agreement. The FOP request shall be shall be delivered to the designated city bargaining
25 representative and the meeting shall be held prior to the proposed effective date of such rule. The
26 30 day posting requirement may be waived by mutual agreement between the local FOP
27 Representative and the City Representative.

1 13.5 A copy of the City Personnel Policies and Procedures is issued to each member and is available on
2 COA Intranet.

3 **Article 14**

4 **TEMPORARY ASSIGNMENT TO A HIGHER CLASSIFICATION**

5 14.1 Employees temporarily serving (acting) in a position of higher rank shall be paid for such hours at
6 the minimum rate of the position being filled or at least five percent (5%) higher than the employee's
7 base rate, whichever is greater.

9 **Article 15**

10 **TRAINING**

11 15.1 Where the City requires any employee to attend supervisory training and/or training in specialized
12 techniques, the City will make every reasonable effort to facilitate the employee attending such
13 training during normal working hours. In the event the City is unable to schedule the employee to
14 attend such training during normal working hours, the employee shall be required to attend such
15 training during off-duty hours. However, the time spent by the employee in such training during
16 off-duty hours shall be compensated in accordance with Hours of Work and Overtime.

17 15.2 All sworn officers will be required to train and qualify with their service weapon on a semi-annual
18 basis. The training will be conducted by a certified firearms instructor. All ammunition and safety
19 equipment will be furnished by the City. Any employee required to attend such training during off-
20 duty hours will be compensated in accordance with Hours of Work and Overtime. An employee
21 will be required to post a score of at least seventy-five (75%) to qualify. Any employee posting a
22 score of ninety-two percent (92%) or better, two consecutive semiannual times, will receive a bonus
23 of one day of paid leave, not charged against any other leave time, to be taken by employee at any
24 time, with approval of the supervisor.

25 15.3 Transportation to the pistol range or transportation to any required and scheduled training shall be
26 provided by the Police Department. In the event such transportation is not available, the employee
27 shall be entitled to applicable travel time and mileage allowance, at the current rate established by
28 the I.R.S.

1 15.4 Current Florida State Statutes are on file at the Police Department and online for use by all
2 personnel.

3 **Article 16**

4 **FOP REPRESENTATIVE**

5 16.1 The Employee Organization (FOP) shall be represented by its President or his/her designee.

6 16.2 An employee representative of the FOP shall be permitted reasonable access to all departmental
7 work locations at reasonable times to handle specific grievances and matters of interpretation of the
8 Agreement.

9 16.3 The City shall provide the FOP on annual basis a complete roster of the bargaining unit, including
10 name, rank, address, telephone (unless unlisted), present assignment and current pay scale.

11 16.4 One (1) employee representative of the FOP who is engaged in the negotiation of this contract or
12 in the successor contract shall be allowed to attend the negotiation sessions that occur within their
13 normal duty hours without loss of pay or benefits.

14

15 **Article 17**

16 **EDUCATIONAL ASSISTANCE**

17 **17.1 Educational Assistance Plan**

18 The plan is designed to assist regular full time City employees in obtaining a college education, up
19 to and including a B.A/B.S., in subjects that maintain or improve skills in their position.

20 **17.2 Application Procedure**

21 A. The employee must have successfully completed all applicable training periods.

22 B. The employee must submit a timely application to his/her Department Director prior to
23 registering for the course. Application forms are available on COA Intranet – Human
24 Resources. Approved applications will be sent to the Human Resources Director for final
25 budget and management review and decision.

26 C. Employee will only be reimbursed if still employed by the City upon completion of the
APD /FOP Contract
FY ~~20/21~~21/22

- 1 course.
- 2 D. Employee must certify that he/she is not receiving any funds for reimbursement from any
- 3 source other than the City of Alachua (i.e. grants or other source of financial aid).
- 4 E. A grade of “C” or higher is required as a final grade for the course

5 **17.3 Reimbursement**

- 6 A. Costs for books are not reimbursable as they are considered personal property of the
- 7 employee.
- 8 B. No reimbursement will be made for an incomplete course.
- 9 C. The total reimbursement (total pay out to all bargaining unit members) by the City under
- 10 this Article 17 shall not exceed fifteen thousand dollars (\$15,000) for FY
- 11 ~~2020/2021~~2021/2022
- 12 D. Funds will be committed on a first come first served basis as determined by the date and
- 13 time applications are submitted to the Chief of Police. Applications must be sent to the Chief
- 14 by email and are considered submitted the date and time transmitted on the City IT System.
- 15 E. A pre-approved application form accompanied by tuition receipt and evidence of
- 16 satisfactory completion of the course with appropriate grade must be submitted through the
- 17 Department Director to the Human Resource Department for reimbursement.

18 **17.4 Reimbursement shall be paid as follows:**

- 19 A. Grade A (+/-) or Pass in Pass/Fail =100%
- 20 B. Grade B (+/-) = 90%
- 21 C. Grade C (+/-) = 80%
- 22 D. Lower than C- = No Reimbursement

23 **Article 18**

24 **WORKERS COMPENSATION BENEFITS**

- 25 18.1 Workers Compensation provides medical and hospitalization expense benefits as well as partial
- 26 payments in lieu of salary for workers injured on the job per applicable State of Florida Statute 440.

1 100% compensation will be paid by the City for loss time up to two (2) weeks. After that time
2 payment will be made directly from workers compensation at 66% of total gross. Supplement pay
3 of 34% can be acquired by utilizing sick leave and vacation time. Health insurance premiums will
4 have to be paid by the employee after six (6) months on Workers Compensation Rules. Vacation
5 and sick leave accrual will discontinue after six (6) months on Workers Compensation Rules.

6
7 **ARTICLE 19**

8 **INSURANCE**

- 9 19.1 The City agrees to furnish regular full time employees a major medical, surgical, hospitalization
10 and dental benefits group insurance plan. Coverage begins the first of the month after the first full
11 calendar month of regular full time employment.
- 12 19.2 The City agrees to pay the entire amount (100%) of the premium for the employees. Dependent
13 coverage will be at the expense of the employee.

14
15 **Article 20**

16 **EQUIPMENT**

- 17 20.1 The City will provide, at no cost to each employee, all uniforms required by the Police Department
18 including a flashlight and batteries, bulletproof vest with a current warranty and a portable radio.
- 19 A The City will provide each sworn employee with an annual stipend of \$100 (one hundred
20 dollars) for the purchase of footwear that meets the guidelines according to policy.
- 21 B The \$100.00 will be paid annually in a lump sum in the first pay period beginning in
22 October 202~~0~~1.
- 23 C The \$100.00 will be treated as compensation and subject to all required deductions.
- 24
- 25 20.2 Any employee who shall sustain any breakage, loss or damage to uniform or personal equipment in
26 the line of duty shall have it replaced at no cost to the employee.

20.3 All officers will inspect their vehicle before going on the street. If the officer finds any fault in the vehicle which might be considered a safety hazard, the officer shall inform the shift supervisor. The vehicle will not be returned to duty until all safety hazards are eliminated. When it has been proven that damage is due to operator negligence, the officer shall be subject to disciplinary action.

20.4 Upon completion of the FTO program regular full time sworn officers will be assigned a (take home) vehicle. Officers assigned take home vehicles shall be allowed to drive their assigned vehicles to and from his/her residence provided the residence of the employee and described take home use is within Alachua County.

20.5 Patrol vehicles will contain the following equipment in working order: Rotating emergency light, siren, loudspeaker, two-way radio, shotgun and shells, shotgun locks, first aid kit, fire extinguisher, reflective traffic vest, raincoat, and a prisoner cage guard in all vehicles which shall be used to transport prisoners.

20.6 It is recognized that time is of the essence in meeting the mutual obligations set forth in this article and both parties will expeditiously and with due diligence act to meet their respective obligations.

Article 21

HOURS OF WORK AND OVERTIME

21.1 The following provisions shall govern hours of work and overtime:

A. Eighty (80) hours shall constitute a regular fourteen (14) day work period for all sworn Police Officers including Sergeants, no matter the regular duty assignment. Forty (40) hours shall constitute a regular seven (7) day work period for all other employees covered under this agreement. For the purpose of this Agreement, authorized compensated leave shall mean any leave compensated by the City.

B. Hours worked in excess of a regular forty (40) or regular eighty (80) hour work period shall be compensated at the rate of time and one-half of the employee's regular straight time rate. Compensation will be paid or as compensatory leave if requested by employee and approved by the City.

- 1 C. If an employee covered by this Agreement is called out to work at a time outside normal
2 working hours, the employee shall receive a minimum of three (3) hours pay at the rate
3 of time and one-half regular straight time. Call out time that falls either within one hour
4 (1) hour before or within one (1) hour after the regular workday is considered an extension
5 of the work day and is included in the total hours worked on that day.
- 6 D. The aforementioned minimum call out compensation shall apply to required off-duty
7 appearances as subpoenaed witness to attend any court, deposition, or other legal matters
8 on pending criminal civil, or traffic cases where the employee is involved in official police
9 capacity. Any witness fees, excluding salary or overtime pay, or any other related fees in
10 connection with the appearance before any court or for the purpose of taking depositions
11 shall be donated by the employee to the APD Explorer Special Revenue Account.
- 12 E. No supervisor or official shall take action to cause the non-payment of time and one-half
13 in circumstances wherein the member covered by this Agreement has performed work
14 which entitles the member to payment of time and one-half.
- 15 F. Work schedules will not be changed or altered to avoid the payment of overtime.
- 16 G. When an employee is put on a standby status for any reason, he/she shall receive overtime
17 at the established rate of time and one-half regular rate of pay. Standby status is defined
18 as when the personal activities of an employee are restricted to such a degree as not to
19 allow any movement from a designated area or location.
- 20 H. An employee performing any authorized extra-duty assignment shall be entitled to the
21 same rights, privileges, and benefits as if working regular duty hours. Compensation for
22 extra-duty assignments will be at the established rate.
- 23 I. Hours worked by an employee in an extra-duty status as outlined in APD Extra Duty
24 Policy and Procedures must be paid regardless of work week provisions set forth in Article
25 21.A.
- 26 J. The City will compensate a BU member, at that member's standard rate x 1.5,
27 when that employee is called in and works a shift not on the member's
28 schedule. This rate of compensation is an exception to the contract provision

1 and practice that overtime is not paid unless, depending on the BU member's
2 status of 7 or 14 day work period, the total hours actually worked by the
3 member are in excess of 40 or 80 hours. This provision shall not apply in the
4 cited instance with the exception of when the member has been compensated
5 for sick time, not including that provided under the Family Medical Act,
6 during the same work period.

7 J.K. The City has the authority to establish shifts and to use any method in establishing a shift
8 as well as change, increase, decrease, initiate, restrict and cancel a shift in order to meet
9 the needs of the department and to provide superior service to the community. However,
10 the Department shall make a reasonable effort to provide two (2) weeks prior written
11 notice to the affected employees.

12 **Article 22**

13 **ANNUAL LEAVE**

14 22.1 Every regular full time employee shall receive a paid vacation accrued at the following rates for
15 each full calendar year of service.

16 1 - 5 years.....80 hours

17 5 - 10 years.....120 hours

18 10 - 15 years 136 hours

19 15 – 20 years.....160 hours

20 20 or more years.....180 hours

21 22.2 The following apply to and regulate the use of annual leave:

22 A. The City will endeavor to accommodate split and/or staggered individual vacation dates
23 applied for by the member as a part of the paragraph (3) request

24 B. Bargaining unit members must submit, between November 1 and December 31 by email to
25 the Chief of Police, or designee, initial vacation requests for the next calendar year. Any
26 employee hired after November 1 and before December 31 of any given year will comply
27 with this section if a leave request is to be submitted for vacation leave in the next calendar
28 year. Subsequent request will be considered on the same first come first served/seniority
29 basis

1 C. Dates will be assigned (vacation leave granted) on a first come first served basis as
2 determined by the (email) date/time applications are submitted and seniority shall control in
3 the event of concurrent requests.

4 D. Article 13 of this contract and The City of Alachua Personnel Policies and Procedures
5 Manual shall apply as appropriate.

6 22.3 An employee request that accrued annual time be cashed-in in lieu of leave taken, may be approved
7 or rejected at the option and discretion of the City.

8 22.4 Accumulated annual leave not used during the calendar year in which it is eligible to be taken may
9 be carried over or accumulated to the following calendar year. However, an employee cannot carry
10 over more than 240 hours of annual leave beyond each calendar year ending December 31. It is the
11 responsibility of the bargaining unit member to be aware of accrued and accruing annual leave and
12 apply for (section 22.2) and maintain a balance that will not exceed a maximum accrual of 240
13 hours. Vacation and personal leave hours current totals for each member are published and listed
14 on each employed pay notice ("stub") issued each pay period.

15 22.5 Unless employee resigns without two weeks notice or is terminated for violation of City's Personnel
16 Policies and Procedures, employee shall be paid for granted and unused annual leave in the regular
17 scheduled final paycheck for wages earned. Under no circumstances will an employee be paid for
18 more than 200 hours of unused annual leave.

19 22.6 Should the City increase the vacation benefit for non-bargaining unit members during the course of
20 the contract, bargaining unit members will be granted the same increases as the non-bargaining unit
21 members.

22 **Article 23**

23 **SICK LEAVE**

24 23.1 All regular full-time employees shall be granted 3.69 hours sick leave per bi-weekly pay period.
25 These days are cumulative with no maximum. Any full time regular employee who maintains a
26 minimum of 480 sick leave hours shall be granted twenty (20) hours of additional personal leave
27 time. Any full time sworn officer working a 12 hour work day schedule for the entire calendar year
28 who maintains a minimum of 480 sick leave hours shall be granted an additional four (4) hours of

1 personal leave time for a total of 24 hours. The 480 hour balance must be maintained through the
2 month of December to receive the additional personal leave credit which will be awarded after
3 January 1st of the following year.

4 23.2 **Sick Leave Award**

5 Any employee, except those sworn employees who work a 12 hour work day schedule for the entire
6 calendar year, who uses twenty (20) or less hours of sick leave during the calendar year shall be
7 granted twenty (20) hours of additional personal leave time the following January. Eligible
8 employee must have successfully completed the training period and worked the entire calendar year,
9 January – December of the prior year. Any sworn employee working a 12 hour work day schedule
10 for the entire calendar year, who uses 24 or less hours of sick leave during the calendar year, shall
11 be granted 24 hours of additional personal leave time after January 1st of the following year.

12 23.3 In the event of an employee's death, a lump sum payment for all hours of sick leave earned and
13 accrued shall be paid in accordance with the law.

14 23.4 Sick leave may be used by the employee for the following reasons:

- 15 A. Personal illness or physical incapacity of the employee.
- 16 B. Critical illness in the immediate family.
- 17 C. Enforced Legal quarantine due to exposure to contagious disease.
- 18 D. Medical, dental or optical appointments which cannot be arranged during off-duty hours

19 23.5 An employee on sick leave shall be paid regular holiday pay for any and all holidays that occur
20 while on such leave.

21 23.6 Should the City increase the sick benefit for non-bargaining unit members during the course of the
22 contract, bargaining unit members will be granted the same increases as the non-bargaining unit
23 members.

Article 24

HOLIDAYS

24. 1 The City will recognize the following as paid holidays for employees:

New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Friday after Thanksgiving Day
Christmas Eve
Christmas Day
New Year's Eve Day, and;

24. 2 A Personal leave day to be used anytime during the calendar year. The personal day will be granted during the first pay period in January of each year for current and new employees. Employees hired after the first pay period in January will not receive a personal day until the following January. Those employees working 10 hours a day will be granted a 10 hour personal day, those employees working 12 hours a day will be granted a 12 hour personal day and those employees working 8 hours a day will be granted an 8 hour personal day. Personal leave day not used during the calendar year in which it is eligible to be taken may not be carried over and accumulated to the following calendar year or may not be cashed-in in lieu of taking the time off.

24. 3 If a holiday falls on an employee's off duty day, pay at the regular rate of pay or a day added to vacation time at the City's option shall occur.

24. 4 An employee who works on New Year's Day, Independence Day, Thanksgiving Day or Christmas Day ("Premium Holiday") shall receive regular pay and, in addition, shall receive time and one-

1 half (1 1/2) regular rate for hours worked on the holiday. However, if an employee works overtime
2 on any recognized holiday the employee shall receive time and one half (1 1/2) regular rate for all
3 overtime hours worked on the holiday.

4 24. 5 An employee who works a recognized holiday, other than a "Premium Holiday" as defined in
5 24.4, shall receive regular pay and, in addition, one time the regular rate the hours worked on the
6 non- premium holiday. However, if an employee works overtime on any recognized holiday the
7 employee shall receive time and one half (1 1/2) regular rate for all overtime hours worked.

8 24. 6 If the holiday occurs while an employee is on vacation the holiday shall be taken and a vacation
9 day not charged for the holiday.

10 24. 7 The holidays recognized for all employees are those listed above and not any other designated day.

11 **Article 25**

12 **BEREAVEMENT LEAVE**

13 25. 1 The City agrees when a death occurs in the immediate family of an employee, that employee shall
14 be granted up to three days off for the funeral. An employee needing additional time may be granted
15 up to seven (7) days from accumulated sick, compensatory time, personal or vacation time by the
16 Chief of Police.

17 25. 2 Immediate family is defined as a spouse, domestic partner, child, parent, sibling, grandparent,
18 grandchild and corresponding in-law or step relationships. If the employee was reared by someone
19 other than those named, leave will be granted under the same terms and conditions

20 25. 3 The City agrees that bereavement leave is a separate category and will not be charged against any
21 other leave.

22 **Article 26**

23 **WAGES**

24 The Alachua City Commission, at its regularly scheduled meeting held 12-9-2019, adopted a changed
25 Compensation Plan as defined in Chapter IV of the City of Alachua Personnell Policies and Prcedures. The
26 changes affecting FOP Bargaining Unit (Unit) members covered by this Agreement were and are effective,

on February 3, 2020. The changes to the Compensation Plan were and are accepted, Pursuant to and by operation of Sections 9.3 and 13.4 of this Agreement. The City implemented the amended Compensation Plan February 3, 2020 as authorized and directed by the City Commission and in accordance with this Agreement . All Unit members are, by virtue of the described action of the City Commission and this Agreement, sited within the City of Alachua Classification and Compensation Plan as follows:

Police Officer I	19.47/hr	to	27.26/hr
Police Officer II	20.43/hr	to	28.61/hr
Police Officer III	21.88/hr	to	30.630/hr
Police Sergeant	24.52/hr	to	35.55/hr
Communications Operator Trainee	14.66/hr	to	15.90/hr
Communications Operator I	16.11/hr	to	23.35/hr
Communications Operator II	16.83/hr	to	24.40/hr

26.1 Implementation of Wage Schedule

A. Minimum required time in continuous sworn service with APD and other criteria for promotion shall include:

1. Police Officer I to Police Officer II – At least two Years (one year after completion of Probation/Training period if extended). Promotion to Police officer II shall be considered at the time of the promotional evaluation of each eligible employee and is based in meeting job description criteria and being recommended for promotion by the Chief of Police. Promotion and compensation increases shall be effective beginning the first full pay period after the promotion date.

a. A Florida certified police officer who has worked part time in a sworn position with the APD and then is hired as a full time probationary Police Officer I, shall, at the discretion of the Chief of Police, be credited, after successful completion of probation (365 days or as extended by the Chief of Police) with the hours served in part time status during the 12 months preceding the date of full time hire, toward the required time in service to qualify for promotion to Police

Officer II.

b. A Florida certified police officer hired with prior experience as a certified sworn Police Officer in the State of Florida, after successful completion of probation (365 days or as extended by the Chief of Police) may be credited, at the discretion of the Chief of Police, with time served, up to a maximum of 30 months during the 48 months preceding the date of hire, as a certified and sworn police officer with another department or agency, toward the required time in service to qualify for promotion to Police Officer II (or to Police Officer III if the education and other requirements have been met.)

2. Police Officer II to Police Officer III - Three Years after promotion to Police Officer II. Promotion to Police officer III shall be considered at the time of the annual evaluation of each eligible employee and is based in meeting job description criteria, having attained the minimum educational criteria of holding an A.A. or A.S. from an accredited institution of higher learning, possess and hold active and current certification as a Field Training Officer (FTO) and be recommended for promotion by the Chief of Police. Promotion and compensation increases shall be effective beginning the first full pay period after the promotion date.

3. Police Officer II and III to Sergeant as set forth in Article 30.

4. The added eligibility requirement of holding FTO Certification in order to be promoted to Police Officer III, as set forth in this Section, shall not apply to those currently promoted and who have or do successfully complete probation in rank. However, should probation be extended by the Chief of Police, successful completion of FTO Certification, to be sponsored by the City, may be, at the discretion of the Chief of Police, a required part of successfully completing the extended probation period.

B. Time in continuous service as an APD Communications Operator Trainee, Communication Operator I and Communication Operator II, job requirements and other criteria shall include:

1. Communications Operator Trainee –Entry level position in Communications

1 Division; work performed under direction of assigned Communications Operator
2 trainer. Those in trainee status must demonstrate the knowledge, skills and abilities
3 to perform the duties of a Communications Operator I, prior to being released to solo
4 status. Successful completion of FCIC/NCIC certification required within six (6)
5 months of employment. Successful completion of Department of Health (DOH)
6 certification required within (1) year of employment. Failure to successfully
7 complete both FCIC/NCIC and DOH certifications within the time frames set forth
8 is a failure by the employee to meet job qualifications and each failure is individually
9 grounds for termination.

10 2. Communications Operator I – Communications Operator Trainee to
11 Communications Operator I; successful completion of Communication Operator
12 Trainee requirements, release to solo status, maintain and must possess FCIC/NCIC
13 and DOH certification. Failure to successfully complete and maintain in good
14 standing both FCIC/NCIC and DOH certifications is a failure by the employee to
15 meet job qualifications and each failure is individually grounds for termination.

16 3. Communications Operator II – Communications Operator I to
17 Communications Operator II; at least two years of continuous services as an APD
18 Communications Operator I meeting job description criteria and being
19 recommended for promotion by the Chief of Police. Must possess and maintain in
20 good standing FCIC/NCIC and DOH certification.

21 C. Promotion Increase

22 1. Members shall receive an increase to base pay of the higher rank to which
23 promoted or five percent of their then existing pay, whichever is greater.

24 D. In Rank Pay Increases Based on Merit

25 1. Increases in pay within rank shall be based on merit, as reflected in the annual
26 evaluation, as recommended by the Chief of Police, approved by the City Manager
27 and funded in the annual City Budget.

1 E. Probation Upon Promotion

2 1. All promotions shall be subject to a one year period of probation (which may be
3 extended for an additional six months upon approval of the Chief of Police).

4 2. Failure to satisfactorily complete probation may result in demotion/reduction in
5 pay or termination as the facts and circumstances require.

6 F. The Pay Classification of Detective, Canine Officer and School Resource Officer are
7 abolished. However, the following benefits are here continued and are amounts that,
8 according to the United States Internal Revenue Code, are treated as ordinary income and
9 subject to withholding requirements according to law:

10 1. Those now assigned the care, custody, control and duties of working with a canine
11 partner shall be paid as set forth in 26.1 plus be paid one additional hour per day
12 for all days, on or off duty, as compensation for caring for the canine. The
13 additional hour per day shall be compensated at the rate of \$12.00/hour and all
14 other expenses shall continue to be paid by the city consistent with city then
15 existing policy.

16 2. Members now assigned to plain clothes duty (whether referred to as detectives,
17 investigators, etc.) will be paid and classified as set forth in 26.1, but, will also
18 receive a clothing stipend of \$700.00/Year, prorated and paid quarterly.

19 3. A Member serving as a School Resource Officer shall receive no benefit or stipend
20 beyond wages and other benefits provided all uniform officers.

21 4. All sworn officer positions shall be classified as set forth in Article 26.1 and
22 transfer between assignments shall be considered lateral and not, in and of itself,
23 be a promotion, demotion, change of status or rank.

24 G. Field Training Officer

25 1. Field Training Officer (FTO) Certification is an important part of the Alachua
26 Police Department commitment to developing a culture of proactive problem
27 solving and community oriented police service in both new and veteran members

of the department. Veteran Officers are selected and sponsored for the forty hour FTO training course at Santa Fe College where they are exposed to and learn the skills necessary to train a new Officer, recognize common problems that often occur with new recruits and recognize the responsibility FTOs have in developing top quality members for their department.

2. Each new Officer experiences three separate four week phases under the tutelage of a Certified FTO. One or more phases may be led by one FTO or different FTOs may lead each. A report will be completed at the end of each phase and used to continue the process of positive orientation, training and education. A final report will be completed at the end of all three phases.

3. Each FTO, in addition to all other compensation and benefits provided for in this Collective Bargaining Agreement, will receive a lump sum payment of \$100.00 at the completion of each four week phase of a new Officer's training. Payment is due only when the FTO as described actually serves as an FTO and not for just holding the certification. The payment will be included as ordinary compensation (income) in the pay period reported and subject to all normal deductions.

H. All changes in compensation pursuant to this Agreement, except for Merit Increase set forth in 26.3, will be implemented effective beginning the first full pay period after October 1, 2021 or the first full pay period after and contingent upon ratification of this Agreement first by the Collective Bargaining Unit and, second, by the Alachua City Commission, whichever is last to occur.

26.2 Merit Increase

A Employees shall become eligible for Merit Pay salary increases, if any, based on their annual performance evaluation as rated by his/her supervisor. The percentage of the merit increase will be applied to the current hourly rate of pay up the maximum rate of his/her position's salary range. If an employee is at or near the maximum rate of pay for his/her position, the percentage of the merit increase that exceeds the maximum pay range will be given as a lump sum payment in lieu of increasing the

current hourly rate of pay up to and beyond the set maximum rate. Merit increases shall be on the following schedule:

1. Below or Does Not Meet Expectations 0%
2. Meets Expectations 2%*
3. Exceeds Expectations 3%*
4. Exceptional 4%*

*Not Cumulative

B Implementation

1. Annual evaluations, using the same form, criteria and process in place in the 2018/2019 contract year, are scheduled for completion for all employees by November 30, 2020~~1~~.
2. The Rating Schedule and corresponding Merit Increase are as set forth below:

a. <u>Final Rating</u>	<u>Range</u>	<u>Merit Increase</u>
Exceptional	4.51 – 5.00	4%
Exceeds Expectations	4.00 – 4.50	3%
Meets Expectations	3.00 – 3.99	2%
Needs Improvement	2.00 – 2.99	0%
Does Not Meet Expectations	1.00 – 1.99	0%

3. Merit increases, if any, awarded any employee will be implemented and paid the first pay period beginning in January of 2021~~2~~
4. Merit increases, as with all increases in compensation, are subject to all required deductions.

~~5. It has been determined and agreed that Sworn Unit members, Justin Horn, Robert Howell, Carlos A. Hunt and Brandon E. Young received a 3 % merit increase in January 2020 pursuant to this Article 26.2 when a 4% increase was due based on the evaluation score of each. The miscalculation was rendered moot by the February 3, 2020 effective Compensation Plan change but the City will pay, in the regular pay check issued Thursday 9-24-20, an added amount, as a separately noted item, equal to the difference between the 3% increase paid and the 4% due for the noted short period.~~

26.3 Longevity pay will be awarded for FY ~~2020/2021~~2021/2022 based on the criteria listed below:

A. Longevity amounts will be paid in lump sum (less withholdings, etc.) in the week beginning December 7 of 202~~1~~0 based on years of service calculated as of September 30th, 202~~0~~1.

B. Eligibility requires a rating of “meets expectations” or above for the current year and the employee must be employed by the City on the date of payment.

C. Longevity pay will be determined by the schedule below:

5 - 9 years of consecutive full-time employment	\$500.00
10 - 14 years of consecutive full-time employment	\$1,000.00
15 - 19 years of consecutive full-time employment	\$1,500.00
20 - 24 years of consecutive full-time employment	\$2,000.00
25 - 29 years of consecutive full-time employment	\$2,500.00
30 or more years of consecutive full-time employment	\$3,000.00

Article 27

SAVINGS CLAUSE

27.1 All job benefits hereto enjoyed by the employees which, are not specifically provided for or abridged by the collective Bargaining Agreement shall continue under conditions that they had previously been granted. The Agreement will not deprive any employee of any benefits or protection granted by the laws of the State of Florida, the ordinances and policies and procedures of the City of Alachua.

Article 28

SEVERABILITY CLAUSE

28.1 Should any provision of this collective Bargaining Agreement or any part thereof, be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of accord of competent jurisdiction, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement.

28.2 Should any Article be rendered invalid, it shall be re-negotiated within sixty (60) days upon written notification by the COA or the FOP.

1 **Article 29**

2 **STRIKES AND LOCKOUTS**

3 29.1 There will be no strikes, work stoppages, picket lines, slowdowns, boycotts, or concerted failure or
4 refusal to perform assigned work by the employees or the FOP and there will be no lockouts by the
5 City for the duration of this Agreement. The FOP supports the City fully in maintaining normal
6 operations.

7 29.2 Any employee who participates in or promotes a strike, work stoppage, picket line, slowdown,
8 boycott or concerted failure or refusal to perform assigned work may be disciplined by the City and
9 only the question of whether the employee did in fact participate in or promote such action shall be
10 subject to grievance and arbitration procedure.

11 29.3 It is recognized by the parties that the City is responsible for and engaged in activities which are
12 basis of the health and welfare of the citizens. Accordingly, it is understood and agreed that in the
13 event of any violation(s) of this section, the City shall be entitled to seek and obtain immediate
14 injunctive relief.

15 “Picketing” as used herein shall mean any action which has the effect of preventing or attempting
16 to prevent employees from reporting to or continuing work or preventing the public from entering
17 public facilities. Informational picketing is allowed.

18
19 **Article 30**

20 **PROMOTION TO SERGEANT EXAMINATION PROCESS**

21 30.1 Promotions to Sergeant in the Department shall be filled as established in this Article.

22 30.2 The City will post, on all department bulletin boards, (for all eligible officers) a date for a
23 competitive promotional examination. The City will give forty-five (45) days notice prior to the
24 commencement of the examination(s) and provide a list from where the questions are to come for
25 the written examination.

26 30.3 Officers, to be eligible to take the exam for Police Sergeant, shall have a minimum of three (3) years
27 of continuous satisfactory full time service as a Police Officer with the City of Alachua or at least

1 two years of continuous satisfactory certified sworn law enforcement service with another agency
2 in the state of Florida the 36 months preceding the date of hire by APD, satisfactorily completed
3 the APD probation/training period and served one year continuously with APD after completion of
4 probation./training.

5 30.4 The competitive process will consist of four (4) phases, a written multiple choice exam, a practical
6 exercise, role playing and an oral board. An employee will have to obtain a score of at least 70%
7 on the written exam to continue to the next stage of the process. The written test will consists of
8 100 multiple choice questions and the score is valid for two full years from the date of taking.
9 However, if an officer elects to retake the written test when it is offered, only the more recent test
10 score will be valid. The practice exercise will consist of presenting the officer with a simulated
11 event and then requiring the officer to complete the required report(s) in order to evaluate the
12 candidate's perception, knowledge and report writing skills. The third phase involves the candidate
13 in a role playing exercise. The exercise is designed to evaluate the candidate's knowledge,
14 judgment, composure, interpersonal skills, leadership and decision making. The practice exercise
15 and role playing phase may be combined. The final phase consists of an oral board made up of the
16 three (Sergeants or lieutenants or any combination) from law enforcement agencies in the state.
17 The City will assemble and select the board and bear any associated costs during the oral board.
18 Candidates will be asked to respond to questions concerning situations a Sergeant with APD would
19 be expected to encounter.

20 Each phase (1-4) will be graded separately and weighted at 25 percent of the total score of 100 (25
21 points each).

22 All candidates will be given the same written exam (phase I), and presented with the same practical
23 exercise (phase II) and role playing scenario (phase III). The oral board will be unscripted (phase
24 IV).

25 30.5 The FOP may have one (1) proctor present during any part of the examination process (written or
26 oral). The proctor shall act as an observer and will not interfere with the examination.

27 30.6 The Chief of Police will be able to pick from the top three employees on the promotional list when
28 determining who is to be promoted. The promotional list shall be valid for 24 months from the

1 date of its inception. Should the City offer a new test before the expiration of the promotional list,
2 the officers on the current list shall have the option to re-test. The rankings shall be from highest
3 score to lowest and will incorporate officers from any and all current testing cycles. However,
4 officers will be deleted from the promotion list when their 24 month eligibility expires. As officers
5 are removed, those employees remaining on or added to the promotional list from a new testing
6 cycle will be ranked from the highest score to the lowest.

7 **Article 31**

8 **DRUG POLICY**

9 31.1 The City of Alachua and the FOP recognize that the City should not accept any risk to the safety of
10 its employees or members of the public or compromise the quality of our work, services or
11 productivity as the result of alcohol or drug abuse which can impair one's normal mental and
12 physical faculties. Both parties agree to the promotion of a drug free workplace pursuant to Florida
13 State Statute 440.102 and Executive Order 12584 (Drug-Free Workplace Act).

14 31.2 The FOP agrees to support any policy adopted by the City and abide by all its provisions
15

16 **Article 32**

17 **NON-DISCRIMINATION**

18 32.1 Employees of the City shall have the right to form, join, and participate in, or to refrain from
19 forming, joining, and participating in any employee organization of their own choosing. No
20 employee shall be intimidated, restrained, coerced, or discriminated against by either the City or
21 the FOP, because of the exercise of these rights.

22 32.2 The City and the FOP shall apply the provisions of this Agreement equally to all employees without
23 discrimination, because of age, sex, race, creed, religion, national origin or disability except where
24 the law allows consideration of such factors.

25 32.3 The use of masculine or feminine gender in this Agreement shall be construed as including both
26 genders.
27

1

Article 33

2

SAFETY

3

33.1 It shall be the joint responsibility of the City of Alachua and the FOP to work cooperatively to ensure the safest working environment possible.

4

5

33.2 "The City or the Fraternal Order of Police may call a safety meeting and any convenient time to discuss safety concerns.

6

7

Article 34

8

CONTRACT FORMAT

9

The City of Alachua proposes the following format for Contract between the City of Alachua and Gator Lodge 67 Fraternal Order of Police to be effective fiscal year 2016/2017 and thereafter:

10

11

Article #

12

Title

13

#.1 First Level

14

A. Second Level

15

1. Third Level

16

a. Fourth Level

17

(1) Fifth Level

18

(a) Sixth Level

19

i. Seventh Level

20

a. Eight Level

21

1. Ninth Level

22

#.2 ect...

23

24

TERM OF AGREEMENT

25

This contract is ratified and shall be effective _____, 2020~~1~~ after approval by the

26

City of Alachua Commission and will remain in effect until September 30, 202~~2~~¹. This contract

27

will remain in full force and effect until its successor is ratified and implemented.

DATE TO OPEN

FISCAL YEAR 2021/2022 NEGOTIATIONS

The City and the FOP, during the first week of July 202~~1~~2, agree to coordinate the scheduling of the first negotiating session to be held no later than July 29, 202~~1~~2.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the date sworn.

Date
Manager ~~Adam Boukari~~ W. Michael DaRoza, City

THIS AGREEMENT was ratified by a majority of the members of the Bargaining Unit in voting conducted ~~September 25, 2020~~ 2021.

Date
~~Agent~~ Resrepresentative Tristan Grunder, FOP Bargaining
Gator Lodge 67, Fraternal Order of Police, Inc.

Date
~~Unit~~ APD Employee Representative ~~Robert Howell~~ Carlos Hunt, Bargaining

THIS AGREEMENT is ratified by the Alachua City Commission and the Mayor authorized and directed to affix his signature this ____ day of _____, 202~~0~~1.

Attest:

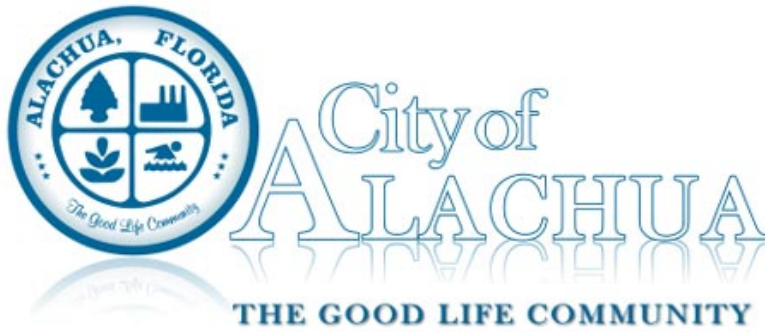
~~Adam Boukari~~ W. Michael DaRoza, City Manager/City Clerk Gib Coerper, Mayor

1
2
3
4
5
6

APPROVED AS TO FORM

Date:_____

Marian Rush, City Attorney



Commission Agenda Item

MEETING DATE: 8/23/2021

SUBJECT: March 8, 2021 City Commission Meeting Minutes

PREPARED BY: LeAnne Williams, Deputy City Clerk

RECOMMENDED ACTION:

Approve the minutes.

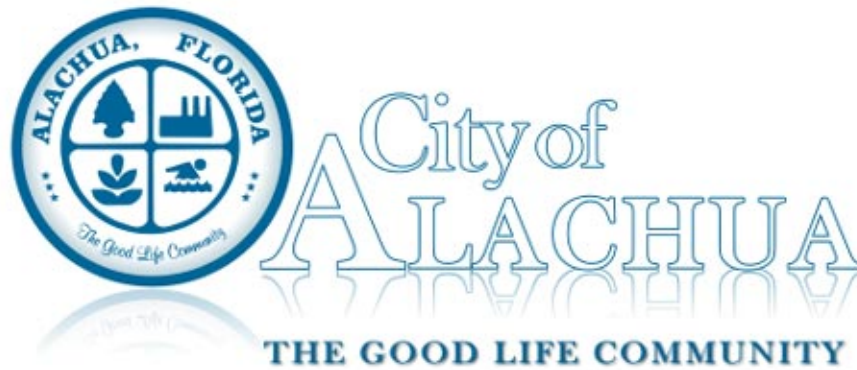
Summary

March 8, 2021 City Commission Meeting Minutes.

ATTACHMENTS:

Description

▢ 21.03.08 MInutes



Regular City Commission Meeting Minutes March 8, 2021

Mayor Gib Coerper
Vice Mayor Robert Wilford
Commissioner Shirley Green Brown
Commissioner Gary Hardacre
Commissioner Dayna Miller

City Manager Adam Boukari
City Attorney Marian Rush

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

Meeting Date: March 8, 2021

Meeting Location: James A Lewis Commission Chambers

CITIZENS PRESENT: Jen Blalock, Gary Kocher, Kathi Godfrey, Laura Perry, David Perry, James Bramblet, Clay Sweger. STAFF ATTENDING: Robert Bonetti, Mike DaRoza, Adam Hall, Elliot Harris, Kamal Latham, Donna Myers, Brenda Phillips, Jesse Sandusky, Chad Scott, Donna Myers, Justin Tabor, Rodolfo Valladares, LeAnne Williams, Cap Wilson, Kathy Winburn.

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 Pastor James Bramblet from Calvary Baptist.

PLEDGE TO THE FLAG

Led by Mayor Coerper.

APPROVAL OF THE AGENDA

Commissioner Gary Hardacre moved to approve the agenda; seconded by Commissioner Shirley Green Brown.

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 Dayna Miller moved to approve the reading of proposed ordinances and resolutions by title only; seconded by Commissioner Hardacre.

Passed by unanimous consent.

I. SPECIAL PRESENTATIONS

II. COMMENTS FROM CITIZENS ON SUBJECTS NOT ON THE AGENDA

Mayor Coerper opened the floor for comments.

Kathy Godfrey inquired about the establishment of a noise ordinance.

(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. North Central Florida Regional Planning Council (NCFRPC) Report

Vice Mayor Robert Wilford presented the report.

Commissioner Miller asked questions regarding the teacher appointments.

Vice Mayor Wilford provided further information.

IV. PUBLIC HEARINGS AND ORDINANCES

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

- A. Savannah Station Phase IIA, Unit 2 Final Plat:** A request by Aaron Hickman, PSM., of CHW, Inc., applicant and agent for Fletcher Development, LLC., property owner, for consideration of the final plat of Savannah Station Phase IIA, Unit 2, which proposes to subdivide an ±11.28 acre subject property into a total of 35 lots, with associated common areas and right-of-way, consisting of A portion of Parcel Number 03980-002-001 (Quasi-Judicial Hearing).

Having been sworn in, Planner Adam Hall introduced the item and made recommendations.

Mayor Coerper asked the commissioners for questions or comments.

Commissioner Miller asked about Alachua County's Public Works role in the plan.

Planner Hall provided more information.

Commissioner Miller moved to approve the Final Plat of Savannah Station Phase IIA, Unit 2 (“Final Plat”); approve the “Subdividers Agreement for Savannah Station Phase IIA, Unit 2” (“Subdividers Agreement”); authorize the Mayor and City Attorney to sign the Final Plat and Subdividers Agreement; accept the irrevocable letter of credit from Fletcher Development LLC. in the amount of \$1,541,602.80 as the surety instrument for infrastructure improvements; and,

5. Accept the irrevocable letter of credit from Fletcher Development LLC. in the amount of \$60,432.96 as the surety instrument for infrastructure improvements; seconded by Commissioner Hardacre.

Mayor Coerper opened the floor for comments.

David Curry asked about the drainage and storm water run off.

Planner Hall provided more information on a new pond for the area.

Passed 5-0 by roll call.

- B. Ordinance 21-01; Second Reading: Comprehensive Plan Text Amendment - A request by Clay Sweger, AICP, LEED AP, of EDA Consultants, Inc., applicant and agent for Tara Forest, LLC, to amend the City of Alachua Comprehensive Plan by creating a new Policy 1.3.h of the Future Land Use Element (Legislative Hearing).

Having been sworn in, Principal Planner Justin Tabor introduced the item and provided the staff report.

Mayor Coerper asked about the flood zone for this area.

Principle Planner Tabor and City Manager Adam Boukari provided more information.

Mayor Coerper asked the commissioners for questions or comments.

Having been sworn in, Clay Sweger, AICP, LEED AP, Director of Planning, EDA Engineers – Surveyors – Planners, Inc. provided further information.

Commissioner Miller stated it was a smart use of the land and, thanked Mr. Sweger and staff.

Commissioner Brown moved to adopt Ordinance 21-01 on the second and final reading; seconded by Vice Mayor Wilford.

City Attorney Marian Rush read Ordinance 21-01 by title only.

Passed 5-0 by roll call.

- C. Ordinance 21-02; Second Reading: Large Scale Comprehensive Plan Amendment (LSCPA) - A request by Clay Sweger, AICP, LEED AP, of EDA Consultants, Inc., applicant and agent for Tara Forest, LLC, property owner, for consideration of a LSCPA to amend the Future Land Use Map (FLUM) on a ±17.29 acre portion of a ±58.32 acre parcel from Recreation to Conservation on ±6.79 acres and from Recreation to Commercial on ±10.50 acres. Tax Parcel Number 03020-000-000 (Legislative Hearing).

City Attorney Rush read Ordinance 21-02 by title only.

Having been sworn in, Principal Planner Tabor requested the staff report from Ordinance 21-01 be incorporated as the staff report for Ordinance 21-02.

Mayor Coerper asked the commissioners for questions or comments.

Vice Mayor asked about the sewer hook up to the location.

Principal Planner Tabor provided more information.

Vice Mayor Wilford moved to adopt Ordinance 21-02 on the second and final reading; seconded by Commissioner Hardacre.

Mayor Coerper opened the floor for comments.

There were no comments.

Passed 5-0 by roll call.

- D. Ordinance 21-03; Second Reading: Site-Specific Amendment to the Official Zoning Atlas (Rezoning): - A request by Clay Sweger, AICP, LEED AP, of EDA Consultants, Inc., applicant and agent for Tara Forest, LLC, property owner, for consideration of a Rezoning to amend the Official Zoning Atlas on a ±17.29 acre portion of a ±58.32 acre parcel from Agricultural (A) to Conservation on ±6.79 acres and from Agricultural (A) to Community Commercial (CC) on ±10.50 acres. Tax Parcel Number 03020-000-000 (Quasi-Judicial Hearing).

City Attorney Rush read Ordinance 21-03 by title only.

Having been sworn in, Principal Planner Tabor requested the staff report from Ordinance 21-01 be incorporated as the staff report for Ordinance 21-03.

Mayor Coerper asked the commissioners for questions or comments.

There were no questions or comments.

Vice Mayor Wilford moved to adopt Ordinance 21-03 on the second and final reading;

seconded by Commissioner Brown.

Mayor Coerper opened the floor for comments.

There were no comments.

Passed 5-0 by roll call.

V. AGENDA ITEMS

- A. Resolution 21-10: Approving and authorizing the transmittal of the 2021 Countywide Local Mitigation Strategy

City Attorney Rush read Resolution 21-10 by title only.

Finance and Administrative Services Director Robert Bonetti introduced the item and provided the staff report.

Mayor Coerper asked the commissioners for questions or comments.

There were no questions or comments.

Vice Mayor Wilford moved to adopt Resolution 21-10; seconded by Commissioner Brown.

Mayor Coerper opened the floor for comments.

There were no comments.

Passed 5-0 by roll call.

- B. Resolution 21-11: Establishing an Auditor Selection Committee; Appointing members to said committee

City Attorney Rush read Resolution 21-11 by title only.

Finance and Administrative Services Director Bonetti introduced the item and provided the staff report.

Mayor Coerper asked the commissioners for questions or comments.

There were no questions or comments.

Commissioner Hardacre moved to adopt Resolution 21-11; seconded by Vice Mayor Wilford.

Mayor Coerper opened the floor for comments.

There were no comments.

Passed 5-0 by roll call.

- C. Resolution 21-12: Supporting Broadband Internet Access in Florida

City Attorney Rush read Resolution 21-12 by title only.

City Manager Boukari introduced the item and provided the staff report.

Mayor Coerper asked the commissioners for questions or comments.

Vice Mayor Wilford stated State Representative Kat Cammack was in support of this item.

Commissioner Brown moved to adopt Resolution 21-12; seconded by Commissioner Miller.

Mayor Coerper opened the floor for comments.

There were no comments.

Passed 5-0 by roll call.

VI. COMMENTS FROM CITIZENS ON SUBJECTS NOT ON THE AGENDA

Mayor Coerper opened the floor for comments.

Robert Sharp asked about the drainage in the City of Alachua

(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 Boukari addressed the concerns brought forward by Ms. Godfrey and Mr. Sharp. He congratulated Recreation and Culture Director Elliot Harris on his achievements as a coach and the State Championship Game appearance. He gave information on the new CDC guidelines regarding COVID-19. He gave thanks and appreciation for women for International Women's Day.

City Attorney Rush provided additional information regarding noise ordinances.

VIII. COMMISSION COMMENTS/DISCUSSION

Commissioner Hardacre thanked Recreation and Culture Director Harris for his dedication.

Commissioner Miller commended Recreation and Culture Director Harris for all he had accomplished. She informed the Commission that the Alachua County Commission was considering purchasing the Fellowship Church of High Springs building, and had discussed approaching the surrounding municipalities concerning this idea. She stated Merrie Shaw retired from Sid Martin Biotech, and had a wonderful celebration.

Commissioner Brown thanked Pastor Bramblet of Calvary Baptist for the prayer. She congratulated Recreation and Culture Director Harris and SF High School Basketball for their successful season. She thanked the citizens for bringing their concerns to this Commission. She stated the ribbon-cutting of Turkey Creek Preserve was a delight. She stated the Youth Advisory Council met on Thursday, February 25, and held a very informative meeting. She announced the council was asking all for donations of baseballs, bats, mitts and cleats for the Guardian Ad Litem program. She stated Elder Options had presented its 2020 annual report. She noted March was International Women's History Month, and March 8 was International Women's Day.

Vice Mayor Wilford thanked those who attended the meeting and Pastor Bramblet for the invocation. He stated Mayor Gloria James of the City of High Springs was selected for the Metropolitan Transportation

Planning Organization. He congratulated the Santa Fe Girls Lacrosse team for their 17-1 victory. He stated he attended:

1. The retirement for Merrie Shaw
2. The Santa Fe High School boys basketball State championship game in Lakeland
3. The ribbon-cutting ceremony for the Turkey Creek Preserve
4. The budget and finance committee meetings at CDS Family and Behavioral Health Services

Mayor Coerper mentioned Turkey Creek Preserve was a bike and walking preserve. He added to the comments regarding Home Rule and the noise issues. He stated he went to Santa Fe High School to greet the return of the basketball team. He stated the Florida Association of Counties recognized International Women's Day. He stated he went to the new Alachua County Fair Grounds in Newberry, and it was looking really nice. He stated he had concerns regarding Alachua County purchasing the Fellowship Church building versus building a new building for the intended purposes.

ADJOURN

Vice Mayor Wilford moved to adjourn; seconded by Commissioner Brown.

Passed by unanimous consent.

CONSENT AGENDA

CONSENT AGENDA ITEMS

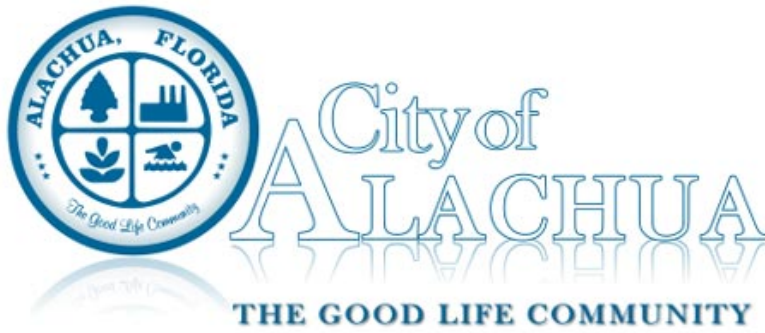
- A. 2021 Grand LX Valve Maintenance Trailer VMT, Gas Purchase
- B. Mutual Aid Agreement - City of Ocala, FL Police Department
- C. Mutual Aid Agreement - City of High Springs, FL Police Department

ATTEST:

CITY COMMISSION OF THE
CITY OF ALACHUA, FLORIDA

Adam Boukari, City Manager/Clerk

Gib Coerper, Mayor



Commission Agenda Item

MEETING DATE: 8/23/2021

SUBJECT: May 10, 2021 City Commission Meeting Minutes

PREPARED BY: LeAnne Williams, Deputy City Clerk

RECOMMENDED ACTION:

Approve the minutes.

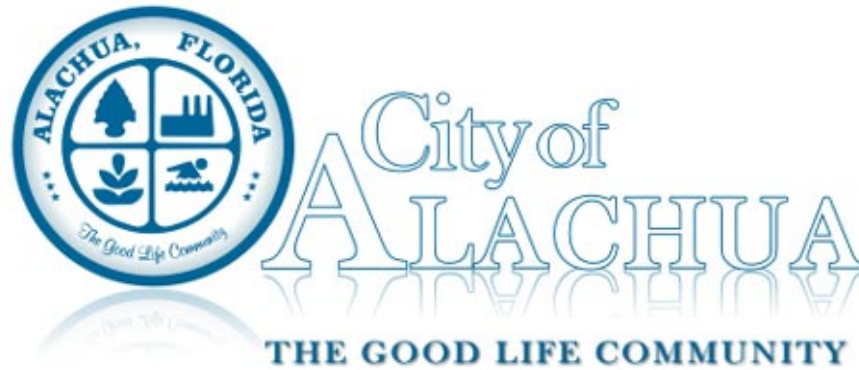
Summary

May 10, 2021 City Commission Meeting Minutes.

ATTACHMENTS:

Description

▢ Minutes 5.10.21



Regular City Commission Meeting Minutes May 10, 2021

Mayor Gib Coerper
Vice Mayor Robert Wilford
Commissioner Shirley Green Brown
Commissioner Gary Hardacre
Commissioner Dayna Miller

City Manager Adam Boukari
City Attorney Marian Rush

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

Meeting Date: May 10, 2021

Meeting Location: James A Lewis Commission Chambers

STAFF ATTENDING: Mike DaRoza, Vicki Floyd, Adam Hall, Elliott Harris, Kamal Latham, Donna Myers, Brenda Phillips, Jesse Sandusky, Chad Scott, Rodolfo, Valladares, LeAnne Williams, Cap Wilson, Kathy Winburn, Lynn Hayes, Carlos Hunt. CITIZENS ATTENDING: Nick Weston, Austin Osborne, Donovan Blalock, Dion Gray, Ed Potts, Romina Mineir, Brenda Reed, Jenny Gray, Deryn Masterson, Marco A. Caballero, Kailey Croft, Chad Osborne, Lisi Osborne, Ben Boukari, Sydney Boukari, Jennifer Brennan, Antionette Hunt

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 Pastor Marco Caballero of Forest Grove Baptist Church.

PLEDGE TO THE FLAG

Led by Mayor Coerper.

APPROVAL OF THE AGENDA

Commissioner Gary Hardacre moved to approve the agenda; seconded by Commissioner Shirley Green Brown.

Mayor Coerper opened the floor for comments.

There were no comments.

Passed 5-0 by roll call.

APPROVE READING OF PROPOSED ORDINANCES AND RESOLUTIONS BY TITLE ONLY

Commissioner Hardacre moved to approve the reading of proposed ordinances and resolutions by title only; seconded by Commissioner Dayna Miller.

Mayor Coerper opened the floor for comments.

There were no comments.

Passed 5-0 by roll call.

I. SPECIAL PRESENTATIONS

A. Presentation to Commissioner Gary Hardacre

City Manager Adam Boukari provided the presentation.

Mayor Coerper provided Commissioner Hardacre with a plaque.

City Manager Boukari thanked Commissioner Hardacre for his 12 years of service and read the ten goals Commissioner Hardacre set in 2009. He stated nine of those had been met.

City Attorney Marian Rush stated it has been a pleasure to work with Commissioner Hardacre in this capacity and on other boards on which he has served.

Commissioner Brown spoke of her appreciation of Commissioner Hardacre's service, and thanked him and his family.

Commissioner Miller thanked Commissioner Hardacre for mentoring her and for his service, and wished him well in his retirement.

Vice Mayor Robert Wilford thanked Commissioner Hardacre for his service in the community, and for his service on other boards.

Mayor Coerper spoke of his many years of friendship with Commissioner Hardacre and his appreciation of his service on this Board and the other community activities in which he has been

involved.

Commissioner Hardacre thanked the residents for the opportunity, and thanked the Commission.

B. Presentation of the 2021 Runoff City Commission Election Certification

Deputy City Clerk LeAnne Williams provided the presentation.

C. Administration of the Oath of Office for City Commission Seat 5

City Manager Boukari administered the Oath of Office for City Commission Seat 5 to Jennifer Blalock.

Commissioner Blalock said thank you to the community, and she vowed to be a great leader and role model.

D. Election of the Vice Mayor

Deputy City Clerk Williams provided the presentation.

Vice Mayor Wilford nominated Commissioner Brown for Vice Mayor.

Commissioner Miller moved to elect Commissioner Brown as Vice Mayor; seconded by Commissioner Blalock.

Mayor Coerper opened the floor for comments.

There were no comments.

Passed by unanimous consent.

E. Legacy Substation Asset Purchase Agreement Closing

Public Services Director Rodolfo Valladares provided the presentation.

Dan Smith from Duke Energy presented a check to Mayor Coerper in the amount of \$1,039,856.84.

Compliance and Risk Management Director Cap Wilson provided further information.

City Manager Boukari thanked the Mayor, City Commission and Duke Energy for their time and effort on this project.

F. Alachua County Public Schools Teacher and Staff Month

Deputy City Clerk Williams provided the presentation.

Mayor Coerper read the Proclamation and presented it to Jackie Johnson, Public Information Director for Alachua County Public Schools.

Ms. Johnson thanked the Mayor and the City Commission for the Proclamation.

II. COMMENTS FROM CITIZENS ON SUBJECTS NOT ON THE AGENDA

Mayor Coerper opened the floor for comments.

There were no comments.

(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 21-06; First Reading: Site-Specific Amendment to the Official Zoning Atlas: A request by Christopher Potts, P.E., of JBrown Professional Group, Inc. applicant and agent for Shakti Management,LLC, property owner, to amend the Official Zoning Atlas from Central Business District (CBD) to Commercial Intensive (CI) on a ±1.09 acre subject property. Tax Parcel Number 03896-004-000 (Quasi-Judicial Hearing).

City Attorney Marian Rush read Ordinance 21-06 by title only.

Having been sworn in, Principal Planner Adam Hall provided the presentation.

Mayor Coerper asked the commissioners for questions or comments.

Commissioner Wilford asked if anyone had contacted the City regarding this Ordinance.

Principal Planner Hall stated no one had contacted the City.

Commissioner Blalock asked about the traffic flow.

Principal Planner Hall provided further information.

Commissioner Miller moved to approve Ordinance 21-06 on first reading, based upon the competent substantial evidence presented at this hearing, the presentation before this Commission, and Staff's recommendation, this Commission finds the application for a Site-Specific Amendment to the Official Zoning Atlas submitted by JBrown Professional Group,LLC on behalf of Shakti Management, LLC, property owner, to be consistent with the City of Alachua Comprehensive Plan and in compliance with the Land Development Regulations; seconed by Commissioner Wilford.

Mayor Coerper opened the floor for comments.

There were no questions or comments.

Passed 5-0 by roll call.

- B. Ordinance 21-07; First Reading: Land Development Regulations Text Amendment : A request by Christopher Potts P.E.,of JBrown Professional Group, LLC to amend the City of Alachua Land Development Regulations (LDRs) as follows: amending Section 4.3.2 (I)(4), relating to the use-specific standards for minor utilities; amending Section 2.4.4 (D) (7), relating to standards for special exception permits (Legislative Hearing)

City Attorney Marian Rush read Ordinance 21-07 by title only.

Principal Planner Hall provided the presentation.

Mayor Coerper asked the commissioners for questions or comments.

There were no questions or comments.

Commissioner Miller moved to approve Ordinance 21-07 on first reading, based upon the competent substantial evidence presented at this hearing, the presentation before this Commission, and Staff's recommendation, this Commission finds the application for an amendment to the City's Land Development Regulations submitted by JBrown Professional Group,LLC, to be consistent with the City of Alachua Comprehensive Plan and in compliance with the Land Development Regulations; seconded by Commissioner Blalock.

Mayor Coerper opened the floor for comments.

There were no questions or comments.

Passed 5-0 by roll call.

V. AGENDA ITEMS

VI. COMMENTS FROM CITIZENS ON SUBJECTS NOT ON THE AGENDA

Mayor Coerper opened the floor for comments.

There were no comments.

(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 Boukari congratulated Commissioner Blalock, and newly-elected Vice Mayor Brown. He thanked previous Vice Mayor Wilford. Mr. Boukari stated he was resigning as City Manager as of August 05, 2021. He thanked the City for all the opportunities it has provided him and the things it has taught him. He provided his recommendation for Assistant City Manager Kamal Latham to succeed him as City Manager.

Commissioner Wilford moved to wave the rules and discuss the recommendation of Assistant City Manager Kamal Latham; seconded by Vice Mayor Brown.

Passed by unanimous consent.

Commissioner Wilford stated he approved of the recommendation and thanked City Manager Boukari for everything he has done for the City.

Commissioner Miller thanked City Manager Boukari for the knowledge and wisdom he has brought to the City. She wished him the best in his next chapter. She thanked him for his service.

Commissioner Miller moved to authorize Mayor Coerper and City Attorney Rush to negotiate a contract with Assistant City Manager Latham for City Manager and bring it back to the commission for review on May 24,2021; seconded by Commissioner Blalock.

Mayor Coerper opened the floor for comments.

Assistant City Manager Latham thanked and commended Commissioner Hardacre for his time and service. He congratulated Commissioner Blalock on her election to the Commission. He stated it was his honor and privilege to be considered for next City Manager. He thanked City Manager Boukari for his good work and stated the success of the City for the last 13 years is due to Mr. Boukari.

Mayor Coerper stated he believed Assistant City Manager Latham will be a great listener and a great leader for the City of Alachua. He stated he appreciated City Manager Boukari and his leadership for the City of Alachua.

Commissioner Wilford stated the last four City Managers were promoted from within, and that shows the City evaluates and appreciates talent.

Vice Mayor Brown stated the City was excited to have Assistant City Manager Latham and his family in the Good Life Community. She thanked him for his leadership. She thanked City Manager Boukari for his dedication and for bringing his best to the City. She thanked him for all the improvement he has brought to the City. She stated he is an exceptional inspiration.

Passed 5-0 by roll call.

City Manager Boukari thanked everyone for their kind words. He thanked the City Directors for their hard work.

Vice Mayor Brown moved to enter into a six month contract with City Manager Boukari to consult with Assistant City Manager Latham beginning August 6, 2021; seconded by Commissioner Miller.

Mayor Coerper opened the floor for comments.

There were no comments.

Passed 5-0 by roll call.

City Attorney Rush congratulated Assistant City Manager Latham. She stated City Manager Boukari has been a delight to work with.

VIII. COMMISSION COMMENTS/DISCUSSION

Commissioner Miller thanked City Manager Boukari for his agreeing to the six-month contract in consulting with Assistant City Manager Latham. She congratulated Mayor Coerper for his receipt of the 2020 Alachua Business League Rosanne Morris ABLE award. She congratulated Commissioner Blalock and Vice Mayor Brown, and thanked previous Vice Mayor Wilford for a job well done. She spoke of the 2021 Law Enforcement Memorial and advised the Commission they were invited. She stated the Youth Advisory Council won the Florida League of Cities Award. She spoke of the Senior Appreciation Days and of Bingo on June 19th, 2021.

Commissioner Robert Wilford thanked:

*Assistant Pastor Marco Caballero.

*Everyone who attended the meeting.

*Chief Chad Scott, his officers and staff

He congratulated:

*Eden Hutchinson/Citizen of the month.

*Coach Travis Yeckring/Santa Fe baseball team.

*Glen Banks new Head Coach Santa Fe boys basketball team.

*Commissioner Blalock.

*Kamal Latham/soon-to-be City Manager.

He wished City Manager Boukari luck in his future endeavors, and stated he will be missed dearly, and his legacy is par excellence. He extended his heartfelt appreciation to Malcolm Dixon for seeking a seat on the City Commission.

Commissioner Blalock said thank you again, and stated she was thankful for the Proclamation declaring the month of May as Alachua County Public School Teacher and Staff Month.

Vice Mayor Brown thanked Assistant Pastor Marco Caballero for his prayer. She stated the Alachua/Newnansville Subcommittee had scheduled a soil ceremony to be held June 26,2021, location to be determined. She expressed her deepest sympathies and condolences to the family of her former colleague and friend, Ms. Vada Horner. She stated the concert at Legacy Park was incredible, and looked forward to the next one. She congratulated Commissioner Blalock and wished Commissioner Hardacre good heath, great fishing and enjoyment in anything he and his wife Debbie choose to do. She wished City Manager Boukari her best. She stated she appreciated the service and leadership of Vice Mayor Wilford this past year. She thanked her colleagues for their confidence and nomination for her to serve as Vice Mayor.

Mayor Coerper sent his condolences to Ms. Vada Horner's family. He congratulated Commissioner Hardacre for a job well done, and Commissioner Blalock for her seat on the Commission. He stated he drove his 50-year-old truck to the Santa Fe River Ranch and enjoyed the beautiful fields of wild flowers.

ADJOURN

Commissioner Wilford moved to adjourn; seconded by Vice Mayor Brown.

Passed by unanimous consent.

CONSENT AGENDA

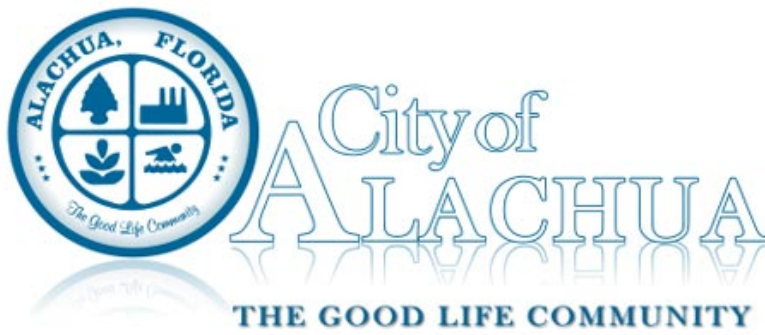
CONSENT AGENDA ITEMS

ATTEST:

CITY COMMISSION OF THE
CITY OF ALACHUA, FLORIDA

Adam Boukari, City Manager/Clerk

Gib Coerper, Mayor



Commission Agenda Item

MEETING DATE: 8/23/2021

SUBJECT: May 24, 2021 City Commission Meeting Minutes

PREPARED BY: LeAnne Williams, Deputy City Clerk

RECOMMENDED ACTION:

Approve the minutes.

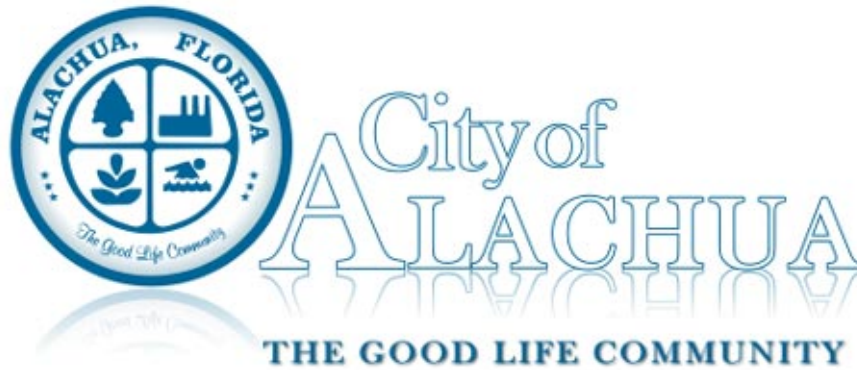
Summary

May 24, 2021 City Commission Meeting Minutes.

ATTACHMENTS:

Description

▢ Minutes 5.24.21



Regular City Commission Meeting Minutes May 24, 2021

Mayor Gib Coerper
Vice Mayor Shirley Green Brown
Commissioner Jennifer Blalock
Commissioner Dayna Miller
Commissioner Robert Wilford

City Manager Adam Boukari
City Attorney Marian Rush

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

Meeting Date: May 24, 2021

Meeting Location: James A Lewis Commission Chambers

STAFF ATTENDING: Robert Bonetti, Mike DaRoza, Elliot Harris, Kamal Latham, Donna Myers, Brenda Phillips, Chad Scott, Rodolfo Valladares, LeAnne Williams, Cap Wilson. CITIZENS ATTENDING: Greta S Rice, Chuck Clemons, Craig & Michelle Carter, Ian & Patrice Fletcher, Lex Shelton, Ralph Williams, David Pope, Irene Melvin, Elliott Welker, Chris & David Flagg, Joseph Johnson

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 Pastor Ralph Williams, the Front Porch Gathering.

PLEDGE TO THE FLAG

Led by Mayor Coerper.

APPROVAL OF THE AGENDA

Commissioner Jennifer Blalock moved to approve the agenda; seconded by Vice Mayor Shirley Green Brown.

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 Robert Wilford moved to approve the reading of proposed ordinances and resolutions by title only; seconded by Vice Mayor Brown.

Mayor Coerper opened the floor for comments.

There were no comments.

Passed by unanimous consent.

I. SPECIAL PRESENTATIONS

A. Florida League of Cities 2021 Youth Council Community Service Contest - Award

Deputy City Clerk LeAnne Williams provided the presentation.

Youth Advisory Council Chair Megan Walls read the essay that was submitted to the Florida League of Cities for the contest.

Deputy City Clerk Williams listed the businesses that allowed the drop off boxes to be placed, and provided the total number of sports equipment was collected.

Youth Advisory Council Vice Chair Addison Grosz stated her role in the project.

Youth Advisory Council Chair Walls read Member Jamie Morris' letter to the Commission in regards to her role in the project due to her not being able to attend.

Youth Advisory Council Member Aidan Grosz spoke of his appreciation of the project and of those involved.

Commissioner Miller read the letter of recommendation she wrote to the League of Cities.

Vice Mayor Brown stated she was proud of the Youth Advisory Council.

Deputy City Clerk Williams introduced Riley Ashmore with the Guardian Ad Litem and thanked her for hard work, commitment and sacrifice she gives to the foster care kids daily.

Ms. Ashmore spoke of what the Guardian Ad Litem program is and the appreciation of Youth

Advisory Council participation in this program.

Erin Russell with the Florida League of Cities presented the Award to the Alachua Youth Advisory Council for the 2021 Youth Council Community Service Contest. She thanked the Council, Deputy City Clerk Williams, and Commissioner Miller, for creating an exemplary Council.

Mayor Coerper presented certificates to the Council, congratulated them and stated he is very proud of them.

Commissioner Wilford thanked the sponsors, Commissioners Miller, Vice Mayor Brown, former liaison to the Council Ben Boukari Jr., Deputy City Clerk Williams, and Florida League of Cities.

Youth Advisory Council Chair Walls thanked Deputy City Clerk Williams for all her hard work on the project and with the Council, she also thanked Commissioner Miller and her sister for starting the Council back up.

II. COMMENTS FROM CITIZENS ON SUBJECTS NOT ON THE AGENDA

Mayor Coerper opened the floor for comments.

There were no comments.

(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. City Commission Board and Committee Appointments

City Manager Adam Boukari introduced the item.

Commissioner Miller moved to approve the committee commission assignments; seconded by Commissioner Wilford.

Mayor Coerper opened the floor for comments.

There were no comments.

Passed by unanimous consent.

B. North Central Florida Regional Planning Council (NCFRPC) Report

Commissioner Wilford presented the report.

IV. PUBLIC HEARINGS AND ORDINANCES

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

V. AGENDA ITEMS

A. City Manager Contract

City Manager Boukari introduced the item.

Commissioner Miller moved to approve the City Manager contract with Kamal Latham; seconded by Vice Mayor Brown.

Mayor Coerper opened the floor for comments.

Commissioner Wilford asked City Manager Boukari if this contract is similar to the one he signed and if the salary is higher due to the compensation package being raised.

City Manager Boukari stated it is similar to the contract that he signed and the City Attorney Marian Rush drafted it and she could speak to the contracts content.

City Attorney Rush stated the contract is similar to the basic proforma City Manager contract used for previous City Managers in the past with little tweaks made along the way. This contract allows the City Manager to live outside the city if it is subsequently amended in and agreed to by the Commission, the salary is a little bit increased and allows for the educational things just as it did for the current City Manager, but yes, it is very similar to the contracts for the past City Managers.

Commissioner Wilford recommended for an amendment to the education, that after degree would be the addition of in Business Administration from an accredited college or university.

City Manager Boukari stated this could be offered by this Commission and Mr. Latham could speak if he was amenable to it as well.

Commissioner Miller asked what section that is.

Commissioner Wilford stated it is Section 11 Education, in Perusing a Masters Degree, he would like it to say in Business Administration from an accredited university or college.

Assistant City Manager Latham stated that is not a problem and that it is acceptable.

Mayor Coerper asked the commissioners for any other questions or comments.

Commissioner Miller moved to amend her motion to accept the contract for City Manager Kamal Latham to include, adding into Section 11 Education after the phrase in perusing a Masters Degree in Business Administration from an accredited College or university; seconded by Vice Mayor Brown.

Mayor Coerper opened the floor for comments.

David Flagg, Craig Carter, Blake Fletcher, Craig Wilburn, Ed Braddy, Matt Casom, Gilbert Levy, Ann Rathvanfabra, Senator Keith Perry, Dean Chetcher, Joe Johnson, Otho Peterson, Greta Rice, Joe Hancock, Malcom Askew, David Flinchum, Ron Ladwick, Nick Ladwick, Dr. Krystal Ladwick, Glen Ladwick, Irena Melbin, Phil Holly, Elliot Welker, Blake Shelton, David Pope, State Representative Chuck Clemons, Ishmael Rentz, Ryan Loftis, Eric Goodday, Adrian S Taylor, Mitch Gleaser, Ian Fletcher, Stacy Bertrand, Jonnel Latham, Ben Boukari Jr., and Carol Velasques, came to speak in support of and to recommend Assistant City Manager Latham for the City Manager position.

Mayor Coerper asked the commissioners for any other questions or comments.

Commissioner Wilford stated Dr. Brody called and gave a glowing recommendation as well as many others, he stated he is proud to have Assistant City Manager Latham.

Commissioner Miller stated she is happy for the outpouring of support for Assistant City Manager Latham. She is appreciative of his hard work, and hopes the Commission chooses to vote in favor of Assistant City Manager Latham.

Commissioner Blalock stated her first impression of Assistant City Manager Latham was that he is intelligent and she has learned he is a good listener and a man of God, and she appreciates that.

Vice Mayor Brown expressed her sincere appreciation to all who reached to support Assistant City Manager Latham and thanked him for being a good listener.

City Manager Boukari stated he is thrilled by the outpouring of support for Assistant City Manager Latham, and he has worked with him for the past several months and there is evidence that with the Commissions support he, is going to do a great job, and he recommends him for the City Manager position.

City Attorney Rush stated she looks forward to working with Assistant City Manager Latham.

Mayor Coerper stated Robert Woody and John Power called him with recommendations for Assistant City Manager Latham, and Jerry Dedenbach, Robert Walpole, Kevin Hewitt, EJ, Colin Austin, Matt Webster, Miss Arvin, and Brian Warrington brought in letters of recommendations.

Passed 5-0 by roll call.

Assistant City Manager Latham stated he was overwhelmed and thanked the Commission and all those that came to support him and that this is an honor and privilege. He thanked City Manager Boukari for his 13 years of service and foundation and legacy he has left behind. He stated he was humbled to be working with City Attorney Rush and with all the City employees and Commission.

City Manager Boukari stated he looks forward to working with Assistant City Manager Latham for the next couple months to make the transition as seamless as possible.

- B. Resolution 21-15: Amending the Fiscal Year 2020-2021 Budget for the Receipt of Unanticipated Revenue; Increasing the Mill Creek Sink Capital Projects Fund to Appropriate Revenues and Expenses Related to the Suwannee River Water Management District (SRWMD) Mill Creek Sink Grant; Providing an Effective Date.

City Attorney Marian Rush read Resolution 21-15 by title only.

Finance and Administrative Services Director Robert Bonetti introduced the item and made recommendations. He stated the increase to the budget is \$645,899.

Commissioner Wilford moved to adopt Resolution 21-15; seconded by Vice Mayor Brown.

Mayor Coerper opened the floor for comments.

There were no comments.

Passed 5-0 by roll call.

Finance and Administrative Services Director Bonetti thanked Public Services Director Rodolfo Valladares and his staff for their hard work and dedication on this project.

C. Children's Trust of Alachua County Summer Programming Grant

Recreation and Culture Director Elliot Harris provided the presentation.

Mayor Coerper asked the commissioners for questions or comments. He gave his congratulations and stated this is going to be great, and told Mr. Harris to keep up the good work.

Commissioner Miller moved to authorize the Mayor and City Manager to sign and execute a contract and related documents with the Children's Trust of Alachua County for 2021 summer programming; seconded by Vice Mayor Brown.

Mayor Coerper opened the floor for comments.

There were no comments.

Passed by unanimous consent.

VI. COMMENTS FROM CITIZENS ON SUBJECTS NOT ON THE AGENDA

Mayor Coerper opened the floor for comments.

There were no comments.

(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 Boukari congratulated Assistant City Manager Latham on being our next City Manager and he looks forward to his leadership, and he thanked the directors and Deputy City Clerk Williams on her amazing job and her tireless work with Youth Advisory Counsel. He stated we have a joint meeting with the Alachua County Commission on June 14th, 2021 here in the commission chambers. He thanked all those that have sacrificed for us to live free in regards to Memorial Day on Monday May 31, 2021.

City Attorney Rush Assistant Manager Latham on being our next City Manager and Deputy City Clerk Williams on the wonderful things that occur in the city.

VIII. COMMISSION COMMENTS/DISCUSSION

Mayor Coerper asked the commissioners for questions or comments.

Commissioner Blalock congratulated Assistant City Manager Latham. She stated she enjoyed listening to the Youth Advisory Council and the Guardian Ad Litem Program.

Commissioner Miller stated the Libraries are offering WIFI to go hot spots. She attended Northeast League of Cities Regional meeting and Clay Martin offered his support for Assistant City Manager Latham's future endeavors. She stated the Hampton Inn had its soft opening.

Commissioner Wilford thanked Pastor Williams for the prayer, Deputy City Clerk Williams for the Youth

Advisory Council coordination and stated she did a great job. He stated he attended the 37th annual Alachua County Law Enforcement Officers Memorial and Sheriff Clovis Watson, Jr. delivered a fantastic speech. He stated he participated in the picture taking of the new commissioners. He attended the service for Vada Horner. He stated as a member of the CDS Family and Behavioral Health Services CEO search he participated in the virtual interviews. He thanked Chief Chad Scott and his officers for their service and told them to continue to be vigilant during these difficult times.

Vice Mayor Brown thanked Pastor Williams for prayer and Deputy City Clerk Williams for her hard work with Youth Advisory Council and exceptional leadership. She congratulated Assistant City Manager Latham. She stated she attended the 37th annual Alachua County Law Enforcement Officers Memorial and Sheriff Watson delivered a powerful speech. She passed out a flyer for Ymojo which is a celebration for Black Artists in Alachua County and the opening ceremony is May 28, 2021, celebrating the Emancipation Proclamation and the upcoming celebration of Juneteenth.

Mayor Coerper thanked City Manger Boukari for the great job he has done, and Commissioner Miller, Vice Mayor Brown and Deputy Clerk Williams for the great job with Youth Advisory Council, and Erin Russell from Florida League of Cities. He spoke of his gratitude to Vada Horner who recently passed.

ADJOURN

Commissioner Wilford moved to adjourn; seconded by Commissioner Miller.

Passed by unanimous consent.

CONSENT AGENDA

CONSENT AGENDA ITEMS

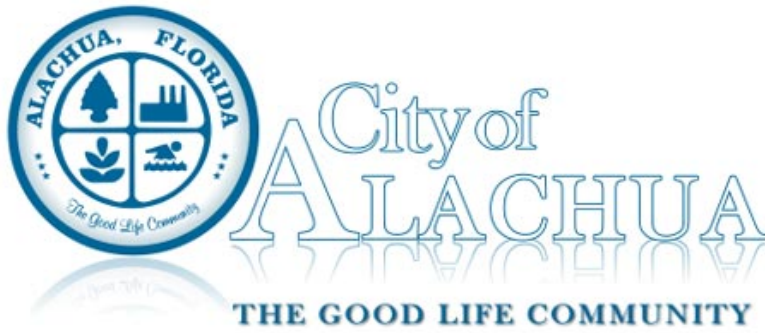
- A. March 9, 2021 Special City Commission Meeting Minutes
- B. March 22, 2021 City Commission Meeting Minutes

ATTEST:

CITY COMMISSION OF THE
CITY OF ALACHUA, FLORIDA

Adam Boukari, City Manager/Clerk

Gib Coerper, Mayor



Commission Agenda Item

MEETING DATE: 8/23/2021

SUBJECT: May 24, 2021 Joint City Commission Board of Canvassers Meeting Minutes

PREPARED BY: LeAnne Williams, Deputy City Clerk

RECOMMENDED ACTION:

Approve the minutes.

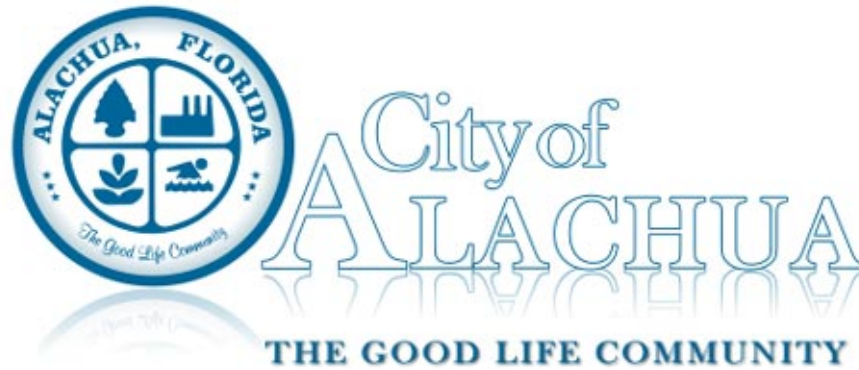
Summary

May 24, 2021 Joint City Commission Board of Canvassers Meeting Minutes

ATTACHMENTS:

Description

▢ Minutes 5.24.21 JCCBOC



**Joint City Commission and Board of Canvassers
Minutes
May 24, 2021**

Mayor Gib Coerper

Vice Mayor Shirley Green Brown

Commissioner Jennifer Blalock

Commissioner Dayna Miller

Commissioner Robert Wilford

Canvass Board Chair Gib Coerper

Member Adam Boukari

Member Sandy Burgess

City Manager Adam Boukari

City Attorney Marian Rush

The City Commission will conduct a
Joint City Commission and Board of Canvassers
At 5:45 PM
to address the item(s) below.

Meeting Date: May 24, 2021

Meeting Location: James A Lewis Commission Chambers

15100 NW 142 Ter.

JOINT CITY COMMISSION AND BOARD OF CANVASSERS MEETING MINUTES

CALL TO ORDER

Led by Chair Gib Coerper.

APPROVAL OF THE AGENDA

Commissioner Jennifer Blalock moved to approve the agenda; seconded by Commissioner Dayna Miller.

Mayor Coerper opened the floor for comments.

There were no comments.

Passed by unanimous consent.

I. AGENDA ITEMS

Item A. April 6, 2021 Board of Canvassers Meeting Minutes

Member Adam Boukari moved to approve the April 6, 2021 Board of Canvassers Meeting Minutes; seconded by Sandy Burgess.

Chair Coerper opened the floor for comments or questions.

There were no comments or questions.

Passed by unanimous consent.

Item B: April 13, 2021 Board of Canvassers Meeting

Member Boukari moved to approve the April 13, 2021 Board of Canvassers Meeting Minutes; seconded by Burgess.

Chair Coerper opened the floor for comments or questions.

There were no comments or questions.

Passed by unanimous consent.

Item C: April 14, 2021 Board of Canvassers Meeting Minutes

Member Boukari moved to approve the April 14, 2021 Board of Canvassers Meeting Minutes; seconded by Burgess.

Chair Coerper opened the floor for comments or questions.

There were no comments or questions.

Passed by unanimous consent.

Item D: April 29, 2021 Board of Canvassers Meeting Minutes

Member Boukari moved to approve the April 29, 2021 Board of Canvassers Meeting Minutes; seconded by Burgess.

Chair Coerper opened the floor for comments or questions.

There were no comments or questions.

Passed by unanimous consent.

Item E: May 4, 2021 Board of Canvassers Meeting Minutes

Member Boukari moved to approve the May 4, 2021 Board of Canvassers Meeting Minutes; seconded by Burgess.

Chair Coerper opened the floor for comments or questions.

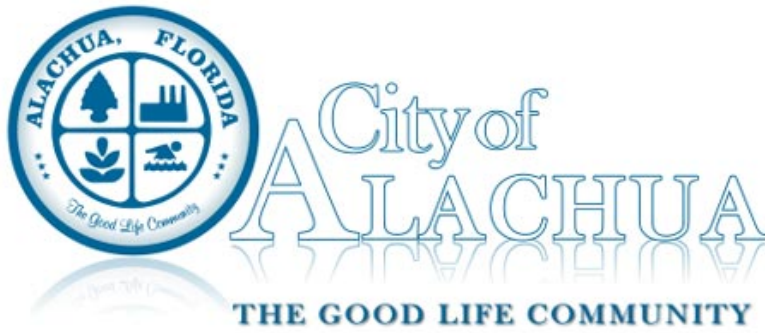
There were no comments or questions.

Passed by unanimous consent.

ADJOURN

Member Boukari moved to adjourn; seconded by Member Burgess.

Passed by unanimous consent.



Commission Agenda Item

MEETING DATE: 8/23/2021

SUBJECT: June 14, 2021 City Commission Meeting Minutes

PREPARED BY: LeAnne Williams, Deputy City Clerk

RECOMMENDED ACTION:

Approve the minutes.

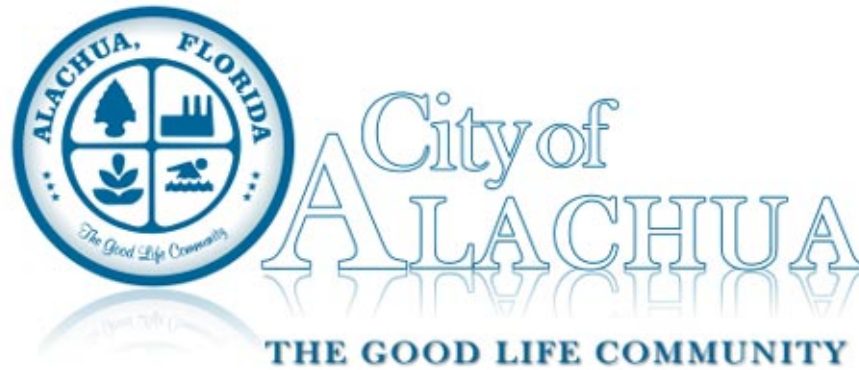
Summary

June 14, 2021 City Commission Meeting Minutes.

ATTACHMENTS:

Description

▢ Minutes 6.14.21



Regular City Commission Meeting Minutes June 14, 2021

Mayor Gib Coerper
Vice Mayor Shirley Green Brown
Commissioner Jennifer Blalock
Commissioner Dayna Miller
Commissioner Robert Wilford

City Manager Adam Boukari
City Attorney Marian Rush

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

Meeting Date: June 14, 2021

Meeting Location: James A Lewis Commission Chambers

STAFF ATTENDING: Robert Bonetti, Mike DaRoza, Adam Hall, Elliott Harris, Donna Myers, Brenda Phillips, Jesse Sandusky, Chad Scott, Rodolfo Valladares, LeAnne Williams, Kathy Winburn, Carlos Hunt
CITIZENS ATTENDING: Deloris Collins

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 Pastor Gary Hardesty, from First Presbyterian Church.

PLEDGE TO THE FLAG

Led by Mayor Coerper.

APPROVAL OF THE AGENDA

Commissioner Robert Wilford moved to approve the agenda; seconded by Commissioner Dayna Miller.

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 Miller moved to approve the reading of proposed ordinances and resolutions by title only; seconded by Vice Mayor Shirley Green Brown.

Mayor Coerper opened the floor for comments.

There were no comments.

Passed by unanimous consent.

I. SPECIAL PRESENTATIONS

II. COMMENTS FROM CITIZENS ON SUBJECTS NOT ON THE AGENDA

Mayor Coerper opened the floor for comments.

Deloris Collins spoke of her concerns regarding a fee for a building permit for a shed.

City Manager Adam Boukari stated he is willing to help Ms. Collins with the process of the permit and advised neither he nor the City Commission is able to waive any fees for permits.

(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. North Central Florida Regional Planning Council (NCFRPC) Report

Commissioner Wilford provided the report.

IV. PUBLIC HEARINGS AND ORDINANCES

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

- A. Ordinance 21-06; Second Reading: Site-Specific Amendment to the Official Zoning Atlas: A request by Christopher Potts, P.E., of JBrown Professional Group, Inc. applicant and agent for Shakti Management,LLC, property owner, to amend the Official Zoning Atlas from Central Business District (CBD) to Commercial Intensive (CI) on a ±1.09 acre subject property. Tax Parcel Number 03896-004-000 (Quasi-Judicial Hearing).**

Due to a printing error by the Gainesville Sun, public notice in accordance with Florida Statute was not given, Principal Planner Adam Hall requested this item be deferred to the City Commission meeting on June 28, 2021.

Commissioner Wilford moved to defer the application for a Site-Specific Amendment to the Official Zoning Atlas submitted by JBrown Professional Group, LLC on behalf of Shakti Management, LLC, property owner, to the Monday, June 28, 2021 City Commission scheduled to take place at 6 PM at Alachua City Hall located at 15100 NW 142nd Terrace, Alachua, FL 32615; seconded by Commissioner Jennifer Blalock.

Mayor Coerper opened the floor for comments.

There were no comments.

Passed by unanimous consent.

- B. Ordinance 21-07; Second Reading: Land Development Regulations Text Amendment : A request by Christopher Potts P.E., of JBrown Professional Group, LLC to amend the City of Alachua Land Development Regulations (LDRs) as follows: amending Section 4.3.2 (I)(4), relating to the use-specific standards for minor utilities; amending Section 2.4.4 (D) (7), relating to standards for special exception permits (Legislative Hearing)

City Attorney Marian Rush read Resolution 21-07 by title only.

Principal Planner Hall presented the item.

Commissioner Miller moved to approve Ordinance 21-07, based upon the competent substantial evidence presented at this hearing, the presentation before this Commission, and Staff's recommendation, this Commission finds the application for an amendment to the City's Land Development Regulations submitted by JBrown Professional Group, LLC, to be consistent with the City of Alachua Comprehensive Plan and in compliance with the Land Development Regulations and approves Ordinance 21-07 on second and final reading; seconded by Vice Mayor Brown.

Mayor Coerper opened the floor for comments.

There were no comments.

Passed 5-0 by roll call.

V. AGENDA ITEMS

- A. Resolution 21-16: Amending the Fiscal Year 2020-2021 Budget for the Receipt of Unanticipated Revenue; Increasing the Children's Trust Grant Special Revenue Fund to Appropriate Revenues and Expenses Related to the Children's Trust of Alachua County Agreement; Providing an Effective Date.

City Attorney Rush read Resolution 21-16 by title only.

Finance and Administrative Services Director Robert Bonetti presented the item.

Mayor Coerper opened the floor for comments.

There were no questions or comments.

Vice Mayor Brown moved to adopt Resolution 21-16; seconded by Commissioner Wilford.

Mayor Coerper opened the floor for comments.

There were no comments.

Passed 5-0 by roll call.

- B. Resolution 21-17: Amending the Fiscal Year 2020-2021 General Fund Budget; Authorizing the Transfer and Appropriation of \$110,000 from the General Fund Contingency to the City Attorney and Facilities Maintenance Budgets; Providing an Effective Date.

City Attorney Rush read Resolution 21-17 by title only.

Finance and Administrative Services Director Bonetti presented the item.

Mayor Coerper opened the floor for questions or comments.

Commissioner Miller asked if approval was given for these adjustments, would that be the final expected amount?

Finance and Administrative Services Director Bonetti stated this is final projected cost.

Commissioner Blalock moved to adopt Resolution 21-17; seconded by Commissioner Wilford.

Mayor Coerper opened the floor for comments.

There were no comments.

Passed 5-0 by roll call.

VI. COMMENTS FROM CITIZENS ON SUBJECTS NOT ON THE AGENDA

Mayor Coerper opened the floor for comments.

There were no comments.

(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 Boukari spoke of the City's upcoming summer camp starting June 21, 2021 and he noted we have 140 campers for the program. He stated there had been 80 scholarships given for campers, who could not otherwise pay for camp these came from the Trust Grant the city received. He stated the city also had an Art and Science camp coming up on June 21, 2021, at Santa Fe High School. He stated the concert series is over for the season and will start back up in the fall. He mentioned as part of the Governor's budget, the city would be receiving \$375,000 for future projects. He stated that as of Friday, June 4, 2021, the electric substation has been energized and this opens us for wholesale power. The city will now be able to look into creating lower electric rates for our customers. He thanked and congratulated Public Services Director

Rodolfo Valladares for all his work on this project. He stated he looks forward to helping Ms. Collins with her permit after the meeting.

Mayor Coerper asked if the substation sign is illuminated and can be seen from highway.

City Manager Boukari stated that they are able to be seen it from the highway.

City Attorney Rush gave an update on the litigation regarding the amendment the City of Alachua has challenged.

VIII. COMMISSION COMMENTS/DISCUSSION

Commissioner Blalock thanked the Mayor for his recommendation on the class for new elected officials. She stated she enjoyed the concert at the amphitheater and spoke of her concerns for the citizens that are walking down the hill behind the amphitheater. She questioned if the City could put up signs to caution citizens not to walk down the hill. She stated she had an interest in having a concert at Legacy on September 11, 2021, to honor our law enforcement officers and fire fighters. She stated she attended the Santa Fe basketball banquet and thought it was wonderful. She said she is excited about the scholarships that were awarded the campers for summer camp at Legacy Park and she can't wait to go on the upcoming trip to Universal Studios..

Commissioner Wilford thanked the Mayor, Pastor Gary Hardesty, Ms. Collins, Chief Scott, Senator Keith Perry, Representative Check Clemons, and the city officers. He spoke of the approval of the budget request for 1.2 million dollars for the CDS Family and Behavioral Health Services Organization. He stated he was accompanied by Gary Kocher, W.W. Irby Elementary PTA President, and they delivered the Florida League of Cities, "The City That Talks" books to Irby Elementary and Alachua Elementary.

Commissioner Miller stated she attended the City of Alachua Chamber of Commerce meeting where Assistant City Manager Latham provided the Best Business Climate presentation. She stated on Thursday, June 17, 2021, the Alachua City's Lions Club is going to have its installation of officers for the new year.

Vice Mayor Brown thanked Ms. Collins and Pastor Gary Hardesty. She stated the Youth Advisory Council had agreed to serve as ushers for the Alachua/Newnansville Soil Collection Ceremony on June 26, 2021, and the YAC will be hosting senior appreciation day on June 19, 2021. She stated the Faith in Florida and Paradise Community Outreach will sponsor a Juneteenth Prayer Vigil and Fathers Day event on Saturday June 19, 2021, at Paradise Church. She spoke of her attendance at the Alachua Chamber meeting and stated Assistant City Manager Kamal Latham provided an excellent presentation of the Best Business Climate. She stated Mr. Mitch Glaeser had a significant impact on our Alachua Chamber and the community. She stated she enjoyed the summer concert series at Legacy, and that the Senior Advisory meeting on June 9, 2021, was cancelled due to inclement weather. She stated she was elected to serve on the School Advisory Council for W.W. Irby Elementary School and that she is looks forward to this opportunity.

ADJOURN

Commissioner Wilford moved to adjourn; seconded by Vice Mayor Brown.

Passed by unanimous consent.

Mayor Coerper adjourned the meeting.

CONSENT AGENDA

CONSENT AGENDA ITEMS

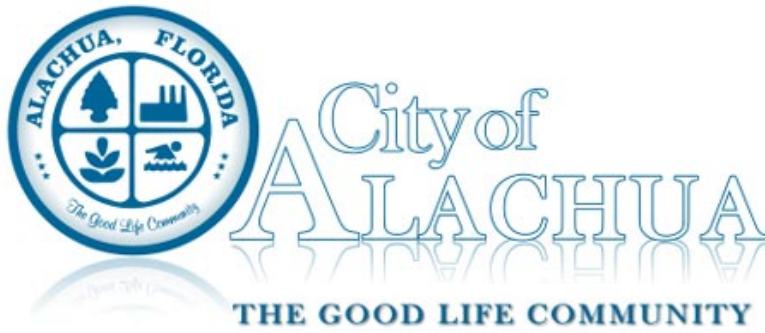
- A. April 12, 2021 City Commission Meeting Minutes
- B. April 26, 2021 City Commission Meeting Minutes

ATTEST:

CITY COMMISSION OF THE
CITY OF ALACHUA, FLORIDA

Adam Boukari, City Manager/Clerk

Gib Coerper, Mayor



Commission Agenda Item

MEETING DATE: 8/23/2021

SUBJECT: June 14, 2021 Joint County City Commission Meeting Minutes

PREPARED BY: LeAnne Williams, Deputy City Clerk

RECOMMENDED ACTION:

Approve the minutes.

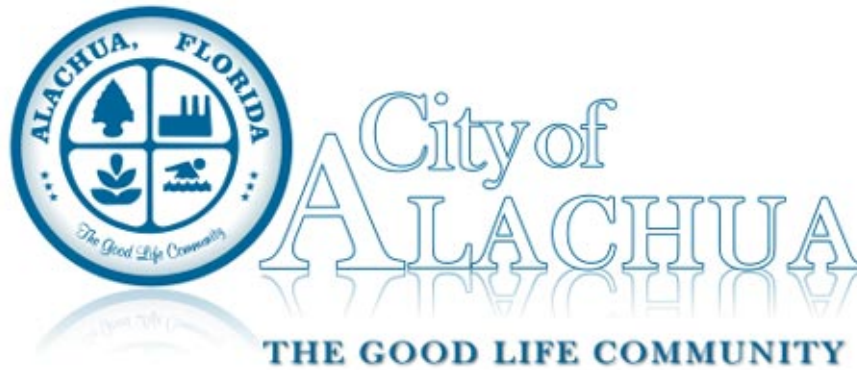
Summary

June 14, 2021 Joint County City Commission Meeting Minutes

ATTACHMENTS:

Description

▢ Minutes 6.14.21 JCCCM



Joint City-County Commission Meeting Minutes June 14, 2021

Mayor Gib Coerper

Vice Mayor Shirley Green Brown
Commissioner Jennifer Blalock
Commissioner Dayna Miller
Commissioner Robert Wilford

Chair Ken Cornell

Vice Chair Marihelen Wheeler
Commissioner Charles S. Chestnut
Commissioner Mary Alford
Commissioner Anna Prizzia

City Manager Adam Boukari

City Attorney Marian Rush

The City Commission conducted a
Joint City-County Commission Meeting
At 6:00 PM
to address the item(s) below.

Meeting Date: June 14, 2021

Meeting Location: James A Lewis Commission Chambers

CITIZENS PRESENT: Collin Thompson, Garvin Combs, Deloris Collins, Alberta Horne. STAFF
ATTENDING: Robert Bonetti, Mike DaRoza, Adam Hall, Elliot Harris, Carlos Hunt, Kamal Latham, Donna
Myers, Brenda Phillips, Jesse Sandusky, Chad Scott, Rodolfo Valladares, LeAnne Williams, Cap Wilson,
Kathy Winburn.

Joint City-County 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.

Prayer led by Pastor Gary Hardesty of First Presbyterian Church of Alachua.

Pledge led by Mayor Coerper.

Chair Ken Cornell called the meeting to order.

Introduction of County Commissioners and City Commissioners.

APPROVAL OF THE AGENDA

Vice Chair Marihelen Wheeler moved to approve the agenda as amended; seconded by Member Mary Alford.

Chair Cornell opened the floor for comments.

There were no comments.

Passed by unanimous consent.

Commissioner Dayna Miller moved to approve the agenda as amended; seconded by Commissioner Robert Wilford.

Mayor Coerper opened the floor for comments.

There were no comments.

Passed by unanimous consent.

WELCOME

I. AGENDA

II. COMMISSION GENERAL AND INFORMAL DISCUSSION

III. CITIZEN COMMENTS

(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.)

IV. ADJOURN

City Commission Meeting

V. AGENDA ITEMS

A. Fellowship Church Proposal Update

Chair Cornell presented the item and gave a report.

Chair Cornell stated he would like to know if the City of Alachua was planning to make arrangements in their budget for transportation or operation of such a facility.

Vice Chair Wheeler spoke on the merit and need of having a center in north Alachua County.

Commissioner Jennifer Blalock asked with whom the County would be meeting to discuss the Fellowship Church purchase.

Vice Chair Wheeler stated the realtor was meeting with the church officials.

Mayor Coerper asked if someone had looked into the buildings around the old GE plant or having land donated for the purpose of building the desired structure.

Chair Cornell stated the ideal structure would be 10,000 square feet, and Fellowship Church was 35,000 square feet, making upkeep on the structure more than the County could consider.

County Manager Michele Lieberman stated the County has looked for property in the Alachua area and has found it difficult to find.

Commissioner Wilford asked if the County had looked into grant funding.

Commissioner Miller asked if the intent was to bring the constitutional officers or County services, or a combination of both.

Vice Chair Wheeler mentioned Meridian would like a space, Adam Joy would like to have a daycare with VPK in the space, and some of the constitutional officers were interested, although not on a full-time bases.

Commissioner Miller asked what the other municipalities were saying about this project.

Chair Cornell stated they had only spoken with High Springs.

Vice Chair Wheeler stated the Mayor of Newberry said the City of Newberry would be willing to provide transportation to the facility from Newberry.

County Manager Lieberman stated it would be great to come up with a strategy as a group to make this happen. She said grants were great to look into, but the long-term upkeep on such a building should be considered.

Commissioner Miller stated she was concerned about asking the other municipalities to contribute to such a large venture, especially when considering the size of some of the cities.

Mayor Coerper stated if Meridian wanted to use a large portion of the facility, the rent would help with the upkeep.

Chair Cornell stated he would like to know if the City of Alachua would be willing to provide transportation for its citizens to get to the facility, and then work together to operate it in a way that was as inexpensive as possible.

Mayor Coerper mentioned Gainesville Regional Transit System could create a loop of outlying communities, which could include Alachua.

City Manager Adam Boukari stated the City performed a bus study 10 years ago, and the City had a ridership

of 1.5 persons per day.

Chair Cornell opened the floor for comment.

Bruce Borders stated he felt the County should purchase the building, as it was needed for the community.

B. Infrastructure Surtax - 2022 Ballot Initiative

Chair Cornell introduced the item and provided the report.

Member Anna Prizzia stated she felt this would help make the county competitive for federal funding, as it would have matching funds.

Vice Chair Wheeler stated the other municipalities had expressed concerns over affordable housing.

City Manager Boukari asked if there was a term set for the tax.

Chair Cornell stated that Wild Spaces Public Places had an eight-year term, which was due to expire in 2024, and renewing it would take it to 2032. He said if the infrastructure sales tax term was set for 10 years, this would coincide with 2032. He stated this would mean in 2032 a one cent infrastructure tax would be up for vote. He reminded the Dais this was being polled right now, and it was not an accomplished fact.

City Manager Boukari asked if the cities would have a say as to how this tax was spent.

Chair Cornell stated he felt the cities would come up with the ideas for usage, and the ideas would be put on a greater priority list to be presented to the County.

Mayor Coerper asked the Commissioners for comments for questions.

Commissioner Miller stated the City of Alachua was number-one in the county in affordable housing; therefore the City of Alachua would want to look at using the tax for infrastructure.

Commissioner Wilford requested school zone signs on Highway 235.

County Manager Lieberman stated this was a state road and the County doesn't have jurisdiction over the road. She further stated they had been in contact with the state regarding the problems.

Commissioner Wilford stated the same concerns regarding County Road 235-A by Santa Fe High School.

Vice Mayor Shirley Green Brown stated she felt polling the County was a great idea, and requested clarification as to what cities would be polled.

Chair Cornell stated all of the cities would be polled.

Commissioner Blalock stated her concerns over the unpaved portion of 235-A, and the traffic headed to I-75.

Mayor Coerper praised the Wild Spaces Public Places program. He stated the cities would want to maintain control over how the dollars were spent as a matter of Home Rule. He stated it would be beneficial to have result-oriented discussions as to the details of road paving projects for the public's understanding. He noted on 235-A, the County repaved in 1999, but the road had since deteriorated and needs repaving.

Member Wheeler added to the discussion regarding 235-A. She stated she has been working on 235-A in

terms of what could be done.

Member Prizzia stated she agreed the municipalities should maintain control over the funds, but there should be a criteria for vetting as a means of accountability.

Member Alford stated she would like to see roads paved which were not necessarily in Gainesville.

City Manager Boukari stated, while he was for citizen oversight, the citizens also elected these two boards, and they were capable of getting things done. He stated the best way to get this tax passed was to approve projects the citizens could see and was in their cities. He also stated citizens like to see their local governments working together.

C. Renters Rights Ordinance

Chair Cornell introduced the item.

Director of Growth Management Missy Daniels provided the presentation.

Commissioner Wilford asked what standards would be used.

Director of Growth Management Daniels stated the standards were HUD standards.

Commissioner Wilford suggested once a house was vacant, it could then go into this program.

Mayor Coerper stated the City of Alachua would like for this to be an “opt-in” option rather than an “opt out” so the Commission could consider it carefully.

Commissioner Miller agreed with Mayor Coerper that this should be an “opt-in” option for the City for logistical reasons.

City Manager Boukari asked if there had been concerns that this program would not be fairly administered between the large landlord and the small landlord.

Director of Growth Management Daniels provided information.

Chair Cornell stated their concern was a program like this might push landlords into selling their homes and therefore removing them from the affordable housing market.

Commissioner Miller asked what the realtors association comments had been.

Chair Cornell stated they wanted the County to take their time in putting this program together.

Vice Chair Wheeler stated at this point, the County was “opting-in” as well.

Member Alford provided a presentation on an affordable housing incentive program.

Mayor Coerper stated he would like for the county to keep this as an “opt-in”.

D. Trunked Radio System Discussion

Chair Cornell introduced the item.

Alachua County Fire Chief Harold Theus provided the presentation.

City Manager Boukari stated the City has not come to resolution with GRUCom, and provided further information. He asked if there was a timeline for what the County was planning.

Fire Chief Theus stated they had looked into the cost of a system as well as discussing with GRUCom to see if there might be a way to merge the two systems, but there was no timeline yet.

City Manager Boukari stated the City's concerns.

Fire Chief Theus stated the County was looking for a countywide system which would be all- encompassing, but locating one is proving difficult.

Chair Cornell stated up until GRUCom sent the letter, he viewed the County and cities as partners in this system, but that letter made him aware that the County was just a customer to GRUCom. He stated they would be looking for a County-controlled system that would be responsive to all areas of the county.

Commissioner Wilford expressed his thanks to the County Members for their leadership in this issue.

COMMENTS FROM CITIZENS:

Chair Cornell opened the floor for comments.

Mr. Borders requested financial support for a Veterans Day celebration.

Member Comments:

Member Prizzia thanked everyone for coming out.

Member Alford told Mr. Borders she would come to a fundraiser to support his cause. She stated she had sent a few emails regarding the National Infrastructure Bank, and asked the City to pass a resolution of support. She spoke about a Rail Trail from High Springs to Newberry.

Vice Chair Wheeler provided further information regarding County Road 235-A.

Chair Cornell thanked the City for hosting the meeting.

Commissioner Comments:

Commissioner Blalock asked the board members to drive County Road 235-A.

Commissioner Miller thanked the County Board Members for coming, and invited them to upcoming events.

Commissioner Wilford thanked the Members for coming.

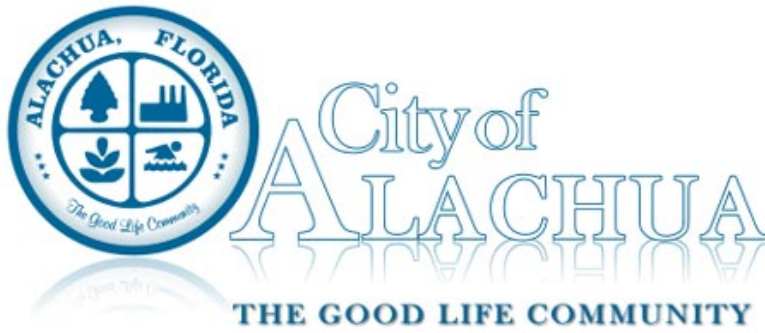
Vice Mayor Brown asked Members to consider how they could help the schools close the academic gap. She asked the Members to consider a staff position for Equity and Outreach Advisor and Board. She thanked them for coming.

City Manager Boukari introduced Assistant City Manager Kamal Latham as the new incoming City Manager, taking his role in August. He thanked the Members and stated it was an honor to work with them.

Mayor Coerper thanked everyone for coming. He encouraged everyone to visit all nine municipalities in the county.

ADJOURN:

Chair Cornell adjourned the meeting.



Commission Agenda Item

MEETING DATE: 8/23/2021

SUBJECT: June 28, 2021 City Commission Meeting Minutes

PREPARED BY: LeAnne Williams, Deputy City Clerk

RECOMMENDED ACTION:

Approve the minutes.

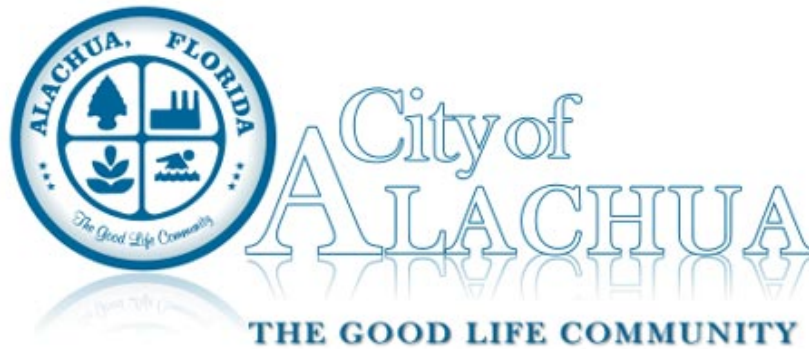
Summary

June 28, 2021 City Commission Meeting Minutes.

ATTACHMENTS:

Description

▢ Minutes 6.28.21



Regular City Commission Meeting Minutes June 28, 2021

Mayor Gib Coerper
Vice Mayor Shirley Green Brown
Commissioner Jennifer Blalock
Commissioner Dayna Miller
Commissioner Robert Wilford

City Manager Adam Boukari
City Attorney Marian Rush

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

Meeting Date: June 28, 2021

Meeting Location: James A Lewis Commission Chambers

CITIZENS PRESENT: Steve Lowitz, Zach Chalifour, Joe Hancock, Crystal Hancock, Natron Curtis, Douglas Hancock, Carol Richardson, Rudy Rothseiden, Ashley Rothseiden, Sienna Rothseiden, Jacqui Stirling. STAFF ATTENDING: Wesley Barrett, Robert Bonetti, Kenyata Curtis, Mike DaRoza, Anne-Marie DiRocco, Carlos Hunt, Lynn Hayes, Kamal Latham, Ashley McGraw, Donna Myers, Jesse Sandusky, Donna Smith, Rodolfo Valladares, LeAnne Williams, Cap Wilson, Kathy Winburn.

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 Rev. Natron Curtis, The Well.

PLEDGE TO THE FLAG

Led by Mayor Coerper.

APPROVAL OF THE AGENDA

City Manager Adam Boukari requested an item be added to the Agenda Items as Item D: Resolution 21-19: Authorizing Alachua County to Act on Behalf of the City of Alachua in Regard to Opioid Litigation.

Commissioner Dayna Miller moved to approve the agenda as amended; 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 Robert Wilford moved to approve the reading of proposed ordinances and resolutions by title only; seconded by Vice Mayor Shirley Green Brown.

Passed by unanimous consent.

I. SPECIAL PRESENTATIONS

A. Alachua Optimist Club - Helpful Heart Award Presentation

Deputy City Clerk LeAnne Williams introduced the presentation.

Joe Hancock and Carol Richardson presented the awards to Ernestine Cannady and Rudy Rothseiden.

Ms. Cannady thanked her husband and those who had helped her with her community outreach group, Anointed to Serve.

Mr. Rothseiden thanked his family and the Optimist Club for honoring him.

Mayor Coerper congratulated those honored.

Commissioner Wilford thanked those honored.

City Manager Boukari expressed his appreciation for the citizens who make the Good Life Community the Good Life Community.

Vice Mayor Brown spoke for how humble the recipients were in their service, and how fitting it was that they were honored.

B. Florida League of Cities 2020 Hometown Health Award Presentation

Compliance and Risk Management Director Cap Wilson introduced the presentation.

Arron Carper, from Group Health with the Florida League of Cities, presented the Hometown Health Award.

City Manager Boukari spoke about how important health and wellness was for the city.

C. Alachua County Public Schools Rezoning / Reimagining School Districts

Deputy City Clerk Williams introduced the presentation.

Dr. Carlee Simon, Alachua County Public Schools Superintendent, provided the presentation.

Discussion ensued regarding over and under capacity of schools, non-traditional use of schools, meeting with families to discuss what would happen with the schools, W.W. Irby specifically, Montessori schools, Head Start, cluster zoning, a joint meeting between the school boards and the commission, schools grades in Alachua, a magnet program geared toward technology, and an emphasis on arts.

D. Fiscal Analysis Report for FY 2020-2021 through May 31, 2021

Accounting Manager Ashley McGraw provided the presentation.

II. COMMENTS FROM CITIZENS ON SUBJECTS NOT ON THE AGENDA

Mayor Coerper opened the floor for comments.

There were no comments.

(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

Commissioner Wilford invited the community to attend the Suwannee River Water Management District Meeting to be held on Tuesday, July 13, 2021, at 9:00 A.M., at the James A. Lewis Commission Chambers.

IV. PUBLIC HEARINGS AND ORDINANCES

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

- A. Ordinance 21-06; Second and Final Reading: Site-Specific Amendment to the Official Zoning Atlas: A request by Christopher Potts, P.E., of JBrown Professional Group, Inc. applicant and agent for Shakti Management,LLC, property owner, to amend the Official Zoning Atlas from Central Business District (CBD) to Commercial Intensive (CI) on a ±1.09 acre subject property. Tax Parcel Number 03896-004-000 (Quasi-Judicial Hearing).

City Attorney Marian Rush read Ordinance 21-06 by title only.

Having been sworn in, Planning & Community Development Director Kathy Winburn introduced the item and provided the staff report.

Mayor Coerper asked the commissioners for questions or comments.

There were no questions or comments.

Commissioner Miller moved based upon the competent substantial evidence presented at this hearing, the presentation before this Commission, and Staff's recommendation, this Commission finds the application for a Site-Specific Amendment to the Official Zoning Atlas submitted by JBrown Professional Group,LLC on behalf of Shakti Management, LLC, property owner, to be consistent with the City of Alachua Comprehensive Plan and in compliance with the Land Development Regulations and moves to approve Ordinance 21-06 on second and final reading as amended; seconded by Vice Mayor Brown.

Mayor Coerper opened the floor for comments.

There were no comments.

Passed 5-0 by roll call.

- B. Ordinance 21-08; First Reading: Comprehensive Plan Text Amendment- A Request by the City of Alachua to Amend the City of Alachua Comprehensive Plan by Amending the Vision Element to Update the Vision Statement and the Goals to Implement the Vision. (Legislative Hearing).

City Attorney Rush read Ordinance 21-08 by title only.

Planning & Community Development Director Winburn introduced the item and provided the staff report.

Mayor Coerper asked the commissioners for questions or comments.

Commissioner Miller suggested the language of Goal 2, which is specific, be removed, and add in general language.

City Manager Boukari stated revisions could be made for the final reading.

Commissioner Wilford expressed his appreciation to the advisory boards for their input.

City Manager Boukari stated Goal 4, Housing, may also get a word change before the second reading.

Commissioner Miller moved to approve Ordinance 21-08 on first reading; and authorize Staff to transmit the proposed Comprehensive Plan Amendment to the Florida Department of Economic Opportunity under the Expedited State Review Process; seconded by Commissioner Blalock.

Mayor Coerper opened the floor for comments.

There were no comments.

Passed 5-0 by roll call.

V. AGENDA ITEMS

A. RFP 2021-02 City of Alachua Professional Auditing Services Award

Purchasing Specialist Donna Smith introduced the item and made recommendations.

Mayor Coerper asked the commissioners for questions or comments.

Commissioner Wilford advised the Commission that in 2007 he had a professional relationship with James Moore, but he felt he could be objective in this proceeding.

Vice Mayor Brown moved to receive the recommended rankings of the Selection Committee for the City of Alachua Professional Auditing Services and authorize Staff to move forward with negotiations to enter into a five-year contract (by Engagement Letter) with Purvis Gray with a City Option for up to two (2) one (1) year extensions; seconded by Commissioner Blalock.

Mayor Coerper opened the floor for comments.

Zach Chalifour of James Moore told the Commission of his company's attributes.

Ron Whitesides of Purvis and Gray reminded the Commission of what his company had done for the City.

City Manager Boukari stated the reasons for the recommended selection.

Passed 5-0 by roll call.

B. Merrillwood Phase II Loan Contribution Verification

Compliance and Risk Management Director Cap Wilson introduced the item and made recommendations.

Mayor Coerper asked the commissioners for questions or comments.

There were no questions or comments.

Vice Mayor Brown moved to approve, commit and verify that the City will, if FHFC funding of the construction of up to 100 MFR units, be awarded in response to the ACHA application to be filed in response to FHFC RFA 2021-201, fund and provide a \$460,000, 25 year balloon payment, 2% interest paid annually loan, conditioned on the terms conditions set forth in this Agenda Item as well as all others deemed appropriate by the City Attorney, and; authorize the Mayor and City Manager to execute and provide to the ACHA for inclusion in the Application to be filed in response to FHFC RFA 201, the attached FLORIDA HOUSING FINANCING CORPORATION LOCAL GOVERNMENT VERIFICATION OF CONTRIBUTION-LOAN FORM (Rev.07-2019) attached hereto and as completed and approved as to content by the City Attorney; seconded by Commissioner Miller.

Mayor Coerper opened the floor for comments.

Steve Lowitz spoke about the project.

Passed 5-0 by roll call.

C. Amended and Restated Developer Agreement with Harvest

Planning & Community Development Director Winburn introduced the item and made recommendations.

Mayor Coerper asked the commissioners for questions or comments.

City Attorney Rush informed the Commission the bond had arrived in the amount of \$1,851,740.40. along with the amended restatement developer agreement, signed by Harvest.

Vice Mayor Brown moved to approve the Amended and Restated Developer Agreement with Harvest; seconded by Commissioner Blalock.

Mayor Coerper opened the floor for comments.

There were no comments.

Passed 5-0 by roll call.

D. Resolution 21-19: Authorizing Alachua County to Act on Behalf of the City of Alachua in Regard to Opioid Litigation

*A
L*

City Attorney Rush read Resolution 21-19 by title only.

City Manager Boukari introduced the item and made recommendations.

City Attorney Rush offered clarification.

Mayor Coerper asked the commissioners for questions or comments.

There were no questions or comments.

Commissioner Blalock moved to approve approve Resolution 21-19 and authorize to send to Alachua County as amended; seconded by Vice Mayor Brown.

Mayor Coerper opened the floor for comments.

There were no comments.

Passed 5-0 by roll call.

VI. COMMENTS FROM CITIZENS ON SUBJECTS NOT ON THE AGENDA

Mayor Coerper opened the floor for comments.

There were no comments.

(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 Boukari invited the community to the July 4th celebration. He reminded the Commission the next meeting would be July 26, 2021.

City Attorney Rush thanked City Staff for all of their hard work, as the last few weeks had been very difficult.

VIII. COMMISSION COMMENTS/DISCUSSION

Commissioner Blalock thanked everyone for coming to the meeting and said she was looking forward seeing everyone at the July 4th celebration.

Commissioner Miller stated she attended:

- The soft opening of the Hampton Inn
- The strategic planning session
- The Soil Collection Ceremony, and thanked Vice Mayor Brown for her work on that project and Megan Walls for speaking

She announced Member Aidan Grosz of the Youth Advisory Council received his Eagle Scout rank. She wished everyone a Happy Independence Day.

Commissioner Wilford thanked:

- Pastor Curtis for the prayer
- Those who attended the meeting
- Chief Chad Scott for his continued leadership and service
- The Alachua Optimist Club for honoring Ms. Cannady and Mr. Rothseiden
- Mr. Carper for presenting the Florida League of Cities Hometown Health Award
- Dr. Simon for presenting the Rezoning and Reimaging plans

He congratulated Mayor Matt Surrency of Hawthorne for receiving the Florida League of Cities Real Hero Award.

He stated he attended:

- The strategic planning retreat, and it was very productive
- The open house at the Hampton Inn
- The Soil Collection Ceremony as part of the Alachua-Newnansville Community Remembrance Project

Vice Mayor Brown thanked Pastor Curtis from for the prayer. She stated the Youth Advisory Council hosted the Seniors Fun Day, and it was exceptional. She thanked Rev. Sermons and Rev. Brown for their work with the Juneteenth event. She stated the Strategic Planning Retreat was awesome. She stated the Alachua/Newnansville Soil Ceremony was fantastic, emotional and well attended. She thanked those who helped in some way:

- Mr. Alonzo Felder
- Dr. Paul Ortiz
- Ms. Gussie Lee
- City Manager Adam Boukari
- Mayor Gib Coerper

- Commissioner Wilford
- Commissioner Miller
- Chief Chad Scott
- The Youth advisory Council
- Deputy City Clerk LeAnne Williams
- Staff Assistant to the Deputy City Clerk Brenda Phillips
- Alachua Police Department
- APD explorers
- Alachua Recreation and Culture Dept
- All City Staff
- Assistant City Manager Kamal Latham
- Mebane Middle School
- The program participants and subcommittee members
- Martha Folston and Jamie Morris, YAC member for sharing their special Art talents
- Mr. Cap Wilson for sharing history

She invited interested citizens who would like to join as new members to contact her or any member of the subcommittee-Rev. John Brown, Dr. Paul Ortiz, Rev. Carl Smart, Minister.

Mayor Coerper stated the Soil Collection Ceremony was great and he thanked Vice Mayor Brown. He announced June 29, 2021, at 6:00 P.M. the Alachua League of Cities would be having its first meeting in over a year at the Swick House.

ADJOURN

Commissioner Wilford moved to adjourn; seconded by Vice Mayor Brown.

Passed by unanimous consent.

CONSENT AGENDA

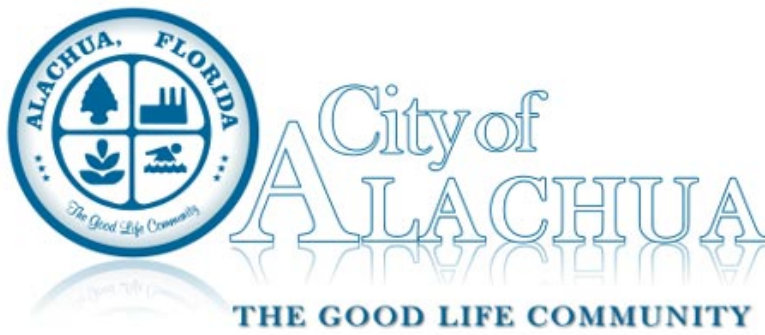
CONSENT AGENDA ITEMS

ATTEST:

CITY COMMISSION OF THE
CITY OF ALACHUA, FLORIDA

Adam Boukari, City Manager/Clerk

Gib Coerper, Mayor



Commission Agenda Item

MEETING DATE: 8/23/2021

SUBJECT: July 26, 2021 City Commission Meeting Minutes

PREPARED BY: LeAnne Williams, Deputy City Clerk

RECOMMENDED ACTION:

Approve the minutes.

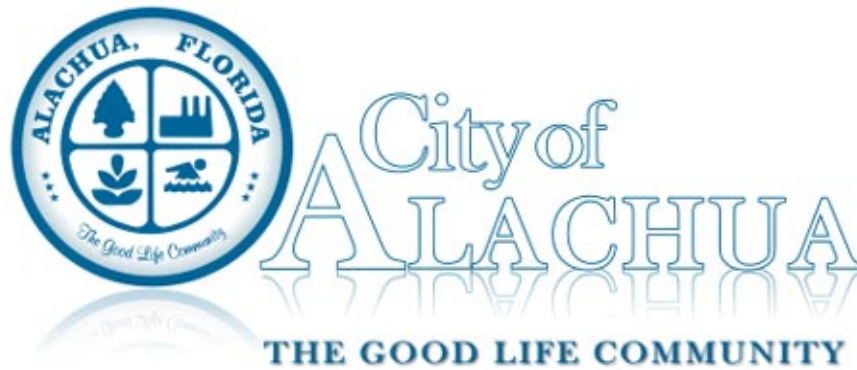
Summary

July 26, 2021 City Commission Meeting Minutes.

ATTACHMENTS:

Description

▢ Minutes 7.26.21



Regular City Commission Meeting Minutes July 26, 2021

Mayor Gib Coerper
Vice Mayor Shirley Green Brown
Commissioner Jennifer Blalock
Commissioner Dayna Miller
Commissioner Robert Wilford

City Manager Adam Boukari
City Attorney Marian Rush

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

Meeting Date: July 26, 2021

Meeting Location: James A Lewis Commission Chambers

CITIZENS ATTENDING: Dave Decen, Craig Rouitier, Sr., Craig Rouitier, Jr., Joe Hancock, Sue Keesling, Cap Wilson, Mitch Glaeser. STAFF ATTENDING: Robert Bonetti, Mike DaRoza, Lynn Hayes, Adam Hall, Elliot Harris, Brenda Phillips, Jesse Sandusky, Chad Scott, Donna Smith, Rodolfo Valadares, LeAnne Williams, Tyler Williams, Cap Wilson, Kathy Winburn.

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 Pastor Jerry Washington, Old Shiloh Baptist Church.

PLEDGE TO THE FLAG

Led by Mayor Coerper.

APPROVAL OF THE AGENDA

Commissioner Robert Wilford moved to approve the agenda; seconded by Vice Mayor Shirley Green Brown.

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

Vice Mayor Brown moved to approve the reading of proposed ordinances and resolutions by title only; seconded by Commissioner Dayna Miller.

Passed by unanimous consent.

I. SPECIAL PRESENTATIONS

A. Alachua Chamber of Commerce Logo and Branding Update

Mitch Glaeser provided the presentation. He introduced Stephanie George, the Chamber of Commerce Executive Director.

II. COMMENTS FROM CITIZENS ON SUBJECTS NOT ON THE AGENDA

Mayor Coerper opened the floor for comments.

Susan Keesling requested the City look into placing a jogging/running track at Legacy Park.

(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. North Central Florida Regional Planning Council (NCFRPC) Report

Commissioner Wilford presented the report.

B. Suwannee River Water Management District (SRWMD) Report

Commissioner Wilford and Commissioner Miller reported on the meeting.

IV. PUBLIC HEARINGS AND ORDINANCES

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

A. Red Oak Estates Lot 9 Final Plat: A request by Joe Montalto, Jr., P.E., of JMJ Consulting Engineering, LLC., applicant and agent for Kevin and Kelli Ross, property owners, for consideration of the replat of a ±5.01 acre subject property located in the Red Oak Estates subdivision. Tax Parcel No. 04013-009-000 (Quasi-Judicial Hearing)

Having been sworn in, Principal Planner Adam Hall introduced the item and provided the staff report.

Mayor Coerper asked the commissioners for questions or comments.

Commissioner Miller asked if water might encroach on the surrounding properties.

Principal Planner Hall stated this was part of the review, and there was no net impact.

Vice Mayor Brown moved to approve the Final Plat, subject to the two (2) conditions provided in Exhibit "A" and located on Page 12 of the July 13, 2021 Staff Report to the Planning and Zoning Board; seconded by Commissioner Wilford.

Mayor Coerper opened the floor for comments.

There were no comments.

Passed 5-0 by roll call.

V. AGENDA ITEMS

A. Amendment to Subdividers Agreement for Briarwood Phase 1

Principal Planner Hall introduced the item and provided the staff report.

Attorney Marian Rush provided further information.

Mayor Coerper asked the commissioners for questions or comments.

There were no questions or comments.

Commissioner Miller moved to approve the Amendment to the Subdividers Agreement for Briarwood Phase 1, and authorize the Mayor and City Attorney to sign the Amendment to the Subdividers Agreement, contingent upon receiving the Common Law Performance Bond in the amount \$121,824 as surety for the installation of the sidewalks in the correct form; seconded by Commissioner Wilford.

Mayor Coerper opened the floor for comments.

There were no comments.

Passed 5-0 by roll call.

B. Power Purchase Agreements with GRU and FMPA

City Manager Adam Boukari introduced the item and provided the staff report.

Mayor Coerper asked the commissioners for questions or comments.

Commissioner Miller asked about the cost of natural gas.

City Manager Boukari stated it would be difficult to forecast the cost.

William Herrington, President of WHH Enterprises stated the pricing was based on natural gas, but the

power comes from multiple providers.

Commissioner Wilford moved to approve the Agreement for the Purchase and Sale of Electric Energy and Capacity Between the City of Alachua and Florida Municipal Power Agency; seconded by Vice Mayor Brown.

Mayor Coerper opened the floor for comments.

There were no comments.

Passed 5-0 by roll call.

Vice Mayor Brown moved to approve the Agreement Between the City of Gainesville, d/b/a Gainesville Regional Utilities, and the City of Alachua for the Purchase and Sale of Wholesale Electric Service, subject to final review and revision by the City Attorney; seconded by Commissioner Miller.

Mayor Coerper opened the floor for comments.

There were no comments.

Passed 5-0 by roll call.

- C. Resolution 21-21 Establishing 5.3900 as the Proposed Millage Rate for Fiscal Year 2021-2022 which is 5.37% more than the Rolled-Back Rate of 5.1155; Setting September 13, 2021 as the date for the first Public Hearing; Authorizing and Directing the City Manager to Transmit this Information to the Alachua County Property Appraiser on the Department of Revenue (DOR) 420 forms; Providing an Effective Date.

City Attorney Rush read Resolution 21-21 by title only.

Finance and Administrative Services Director Robert Bonetti introduced the item and made recommendations.

Mayor Coerper asked the commissioners for questions or comments.

There were no questions or comments.

Commissioner Jennifer Blalock moved to adopt Resolution 21-21; seconded by Vice Mayor Brown.

Mayor Coerper opened the floor for comments.

There were no comments.

Passed 5-0 by roll call.

- D. Resolution 21-20 TK Basin Preliminary Rate Resolution

City Attorney Rush read Resolution 21-20 by title only.

Finance and Administrative Services Director Bonetti introduced the item and provided the staff report.

Mayor Coerper asked the commissioners for questions or comments.

Commissioner Miller asked for the breakdown.

Finance and Administrative Services Director Bonetti directed Commissioner Miller to her packet. He stated, once this was approved, the parcel owners would need to be notified by mail.

Vice Mayor Brown moved to adopt Resolution 21-20; seconded by Commissioner Blalock.

Mayor Coerper opened the floor for comments.

There were no comments.

Passed 5-0 by roll call.

VI. COMMENTS FROM CITIZENS ON SUBJECTS NOT ON THE AGENDA

Mayor Coerper opened the floor for comments.

Bruce Borders spoke about bringing his horse to the fireworks display, and being turned away.

(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 Boukari addressed the concerns of Mr. Borders and Ms. Keesling. He announced Assistant City Manager Kamal Latham had chosen to resign his post to pursue other interests. He requested the Commission waive the rules of procedure.

Commissioner Wilford moved to waive the rules of procedure; seconded by Commissioner Miller.

Mayor Coerper opened the floor for comments.

There were no comments.

Passed by unanimous consent.

City Manager Boukari explained the terms of separation.

Mayor Coerper asked the commissioners for questions or comments.

There were no questions or comments.

Vice Mayor Brown moved to authorize the Mayor to execute a mutual separation agreement negotiated by the City Attorney, which will include a severance pay of 20 weeks; seconded by Commissioner Wilford.

Mayor Coerper opened the floor for comments.

There were no comments.

Passed 5-0 by roll call.

City Manager Boukari recommended the City enter into negotiations with Assistant City Manager Mike DaRoza to be the Interim City Manager for a term of one year, with a salary of \$120,000. He stated he had asked Mr. DaRoza and he was willing to serve.

Mayor Coerper asked the commissioners for questions or comments.

Commissioner Wilford thanked City Manager Boukari for his leadership through this situation.

Commissioner Wilford moved to negotiate a contract with Mike DaRoza as Interim City Manager for a term of one year; seconded by Commissioner Blalock.

Mayor Coerper opened the floor for comments.

There were no comments.

Passed 5-0 by roll call.

City Manager Boukari thanked the Commission for his time at the City.

VIII. COMMISSION COMMENTS/DISCUSSION

Commissioner Blalock stated the July 4th fireworks were amazing. She asked Chief Chad Scott to continue to keep everyone safe.

Vice Mayor Brown thanked:

- Mr. Borders and Ms. Keesling for their attendance and for sharing their concerns
- City Manager Boukari for his leadership, professionalism, commitment and love for the City of Alachua
- Pastor Jerry Washington, Old Shiloh Baptist Church for the prayer

She congratulated Mayor Coerper for serving as president of the Alachua County League of Cities. She stated the Fireworks were amazing, and the attendance was great. She thanked Chief Scott and his staff for keeping everyone safe. She stated the Youth Advisory Council held their End of the Year party, and it was a joyous event. She gave her highest commendations to the Youth Advisory Council for their superb leadership and service.

She stated she attended:

- Ethics Training on July 13, 2021
- A tour of the Child Advocacy Center in Gainesville
- The Summer Program at Legacy

Commissioner Wilford thanked:

- Pastor Washington, Old Shiloh Baptist Church for the prayer
- Those who attended the meeting
- Chief Scott for his leadership and dedication
- Mr. Glaeser for the presentation

He stated he attended:

- Alachua County League of Cities meeting
- Summer Camp at Legacy Park
- Krishna groundbreaking

He announced on August 6, 2021, from 6:00 to 8:00 P.M. visitation would be held at the William Thomas Funeral Home for Dot Evans.

Commissioner Miller stated she attended the Youth Advisory Council End of Year Celebration. She thanked

Ms. Keesling for attending. She stated Assistant City Manager DaRoza has her full support. She thanked City Manager Boukari for his years of service.

Mayor Coerper thanked Mr. Borders and Ms. Keesling for attending. He stated he attended Summer Camp at Legacy Park. He told City Manager Boukari how much he was appreciated.

ADJOURN

Commissioner Wilford moved to adjourn; seconded by Commissioner Miller.

CONSENT AGENDA

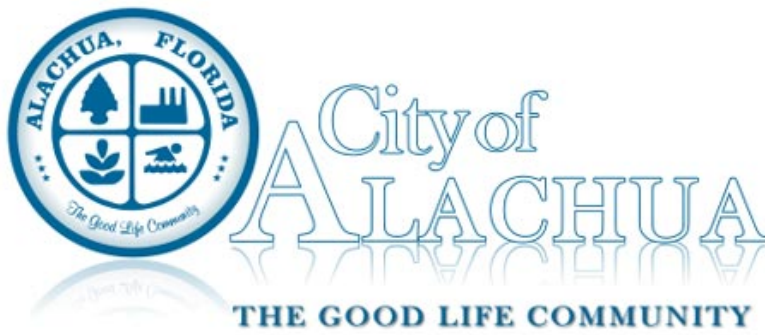
CONSENT AGENDA ITEMS

ATTEST:

CITY COMMISSION OF THE
CITY OF ALACHUA, FLORIDA

Adam Boukari, City Manager/Clerk

Gib Coerper, Mayor



Commission Agenda Item

MEETING DATE: 8/23/2021

SUBJECT: July 26, 2021 Budget Workshop Meeting Minutes

PREPARED BY: LeAnne Williams, Deputy City Clerk

RECOMMENDED ACTION:

Approve the minutes.

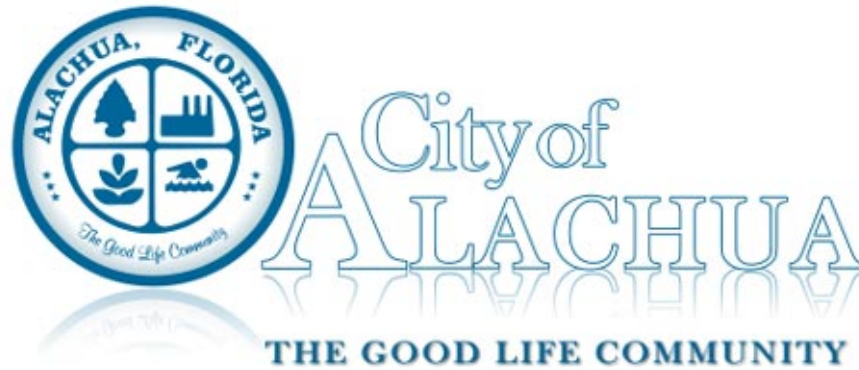
Summary

July 26, 2021 Budget Workshop Meeting Minutes

ATTACHMENTS:

Description

▢ Minutes 7.26.21 WS



City Commission Workshop Minutes July 26, 2021

Mayor Gib Coerper
Vice Mayor Shirley Green Brown
Commissioner Jennifer Blalock
Commissioner Dayna Miller
Commissioner Robert Wilford

City Manager Adam Boukari
City Attorney Marian Rush

The City Commission will conduct a
City Commission Workshop
At 3:00 PM
to address the item(s) below.

Meeting Date: July 26, 2021

Meeting Location: James A Lewis Commission Chambers

STAFF ATTENDING: Robert Bonetti, Mike DaRoza, Brenda Phillips, Jesse Sandusky, Chad Scott, Donna Smith, Rodolfo Valladares, LeAnne Williams, Tyler Williams, Cap Wilson, Kathy Winburn

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. FY 2021-2022 Budget Workshop

Finance and Administrative Services Director Robert Bonetti introduced the item.

Mayor Coerper asked the commissioners for questions or comments.

There were no questions or comments.

III. ADJOURN

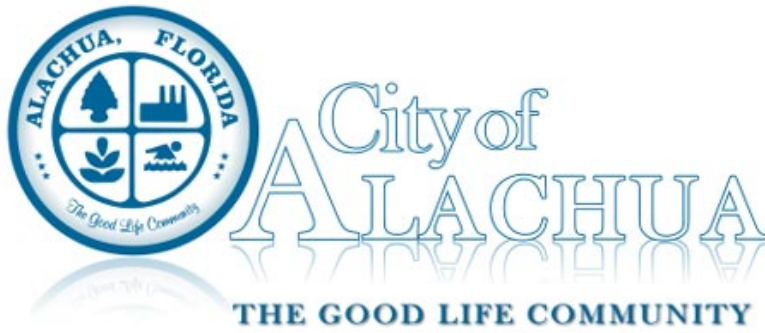
Mayor Coerper adjourned the meeting.

ATTEST:

CITY COMMISSION OF THE
CITY OF ALACHUA, FLORIDA

Adam Boukari, City Manager/Clerk

Gib Coerper, Mayor



Commission Agenda Item

MEETING DATE: 8/23/2021

SUBJECT: July 26, 2021 City Board of Adjustment Meeting Minutes

PREPARED BY: LeAnne Williams, Assistant Deputy City Clerk

RECOMMENDED ACTION:

Approve the minutes.

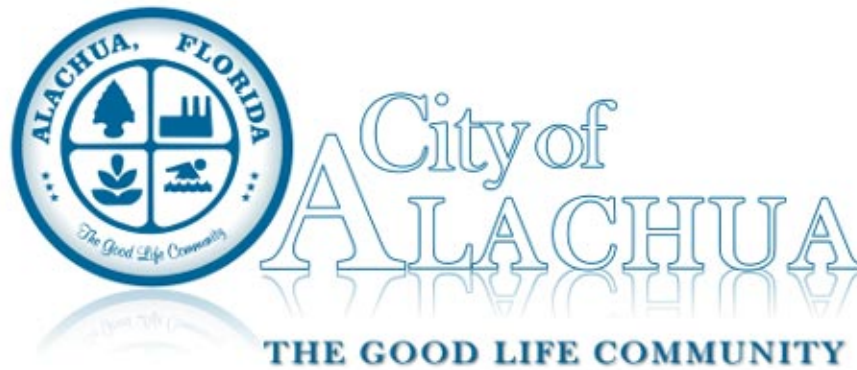
Summary

July 26, 2021 City Board of Adjustment Meeting Minutes

ATTACHMENTS:

Description

▢ Minutes 7.26.21 BOA



Board of Adjustment Meeting Minutes July 26, 2021

Mayor Gib Coerper
Vice Mayor Robert Wilford
Commissioner Shirley Green Brown
Commissioner Gary Hardacre
Commissioner Dayna Miller

City Manager Adam Boukari
City Attorney Marian Rush

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

Meeting Date: July 26, 2021

Meeting Location: James A Lewis Commission Chambers
CITIZENS ATTENDING: Robert Rush. STAFF ATTENDING: Robert Bonetti, Mike DaRoza, Adam Hall, Brenda Phillips, Donna Smith, Justin Tabor, LeAnne Williams, Kathy Winburn.

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.
--

Board of Adjustment Meeting

CALL TO ORDER

Led by Mayor Gib Coerper.

PUBLIC HEARING

AGENDA

- A. Zoning Variance Permit – M & R Investments of North Florida, L.L.C.: A request by Robert A. Rush, Manager of M and R Investments of North Florida, L.L.C., property owner, for consideration of a request for a Zoning Variance Permit to reduce the minimum front and side setback requirements. Tax Parcel Number 03584-001-000 (Quasi-Judicial Hearing).

Having been sworn in, Principal Planner Justin Tabor introduced the item.

Mayor Coerper asked the commissioners for questions or comments.

Commissioner Dayna Miller asked for clarification of the positioning of the deck.

Principal Planner Tabor provided further information.

Commissioner Robert Wilford stated he appreciates the business.

Having been sworn in, Robert A. Rush, Manager of M and R Investments of North Florida, L.L.C., states he appreciates the consideration of this item.

Commissioner Miller moved to approve the zoning variance permit to reduce the minimum front setback on Tax Parcel 03584-001-000 from 20 feet to 8.2 feet and to reduce the minimum side setback on Tax Parcel 03584-001-000 from 5 feet to 1.5 feet. 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 Zoning Variance Permit M and R Investments of North Florida, L.L.C.,;seconded by Vice Mayor Shirley Green Brown.

Mayor Coerper opened the floor for comments.

There were no comments.

Passed 5-0 by roll call.

AGENDA ITEMS

ADJOURNMENT OF BOARD OF ADJUSTMENT HEARING

Commissioner Miller moved to adjourn; seconded by Vice Mayor Brown.

Passed by unanimous consent.

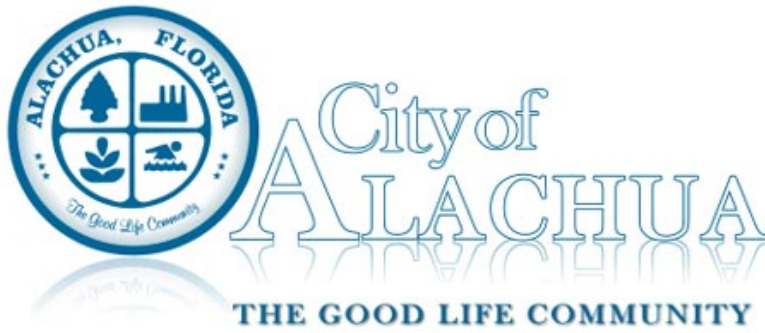
Mayor Coerper adjourned the meeting.

ATTEST:

CITY COMMISSION OF THE
CITY OF ALACHUA, FLORIDA

Adam Boukari, City Manager/Clerk

Gib Coerper, Mayor



Commission Agenda Item

MEETING DATE: 8/23/2021

SUBJECT: August 9, 2021 Budget Workshop Meeting Minutes

PREPARED BY: LeAnne Williams, Deputy City Clerk

RECOMMENDED ACTION:

Approve the minutes.

Summary

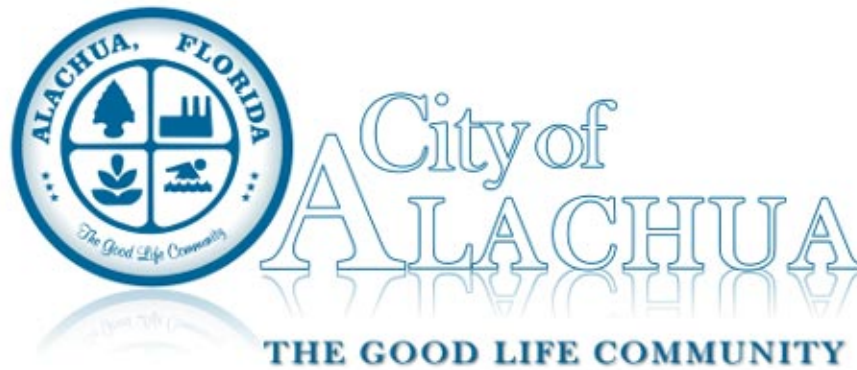
August 9, 2021 Budget Workshop Meeting Minutes

FINANCIAL IMPACT: No

ATTACHMENTS:

Description

☐ Minutes 8.9.21 WS



City Commission Workshop Minutes August 9, 2021

Mayor Gib Coerper
Vice Mayor Shirley Green Brown
Commissioner Jennifer Blalock
Commissioner Dayna Miller
Commissioner Robert Wilford

City Manager Mike DaRoza
City Attorney Marian Rush

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

Meeting Date: August 9, 2021

Meeting Location: James A Lewis Commission Chambers

EMPLOYEES ATTENDING: Robert Bonetti, Vicki Floyd, Donna Myers, Brenda Phillips, Jesse Sandusky, Chad Scott, Donna Smith, Rodolfo Valladares, LeAnne Williams, Tyler Williams, Cap Wilson, Kathy Winburn

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 2021-2022 Budgets for the General, Debt Service, Special Revenue and Capital Projects Funds

Finance and Administrative Services Director Robert Bonetti presented the item.

Commissioner Dayna Miller inquired about miscellaneous budget items.

Finance and Administrative Services Director Bonetti provided further information.

Commissioner Miller asked about the bleachers at the World Series.

City Attorney Marian Rush provided information.

A discussion ensued.

Mayor Coerper asked the commissioners for questions or comments.

Commissioner Jennifer Blalock inquired about The Explorer Program, and the HVAC purchasing.

Finance and Administrative Services Director Bonetti provided further information.

Commissioner Wilford asked about CRA monies and body cameras.

Commissioner Miller inquired about Wild Spaces Public Places.

Finance and Administrative Services Director Bonetti provided further information.

III. ADJOURN

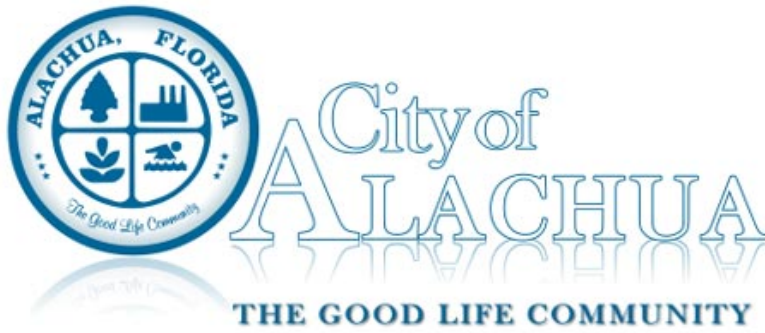
Mayor Coerper adjourned the meeting.

ATTEST:

CITY COMMISSION OF THE
CITY OF ALACHUA, FLORIDA

Mike DaRoza, City Manager/Clerk

Gib Coerper, Mayor



Commission Agenda Item

MEETING DATE: 8/23/2021

SUBJECT: August 9, 2021 City Commission Meeting Minutes

PREPARED BY: LeAnne Williams, Deputy City Clerk

RECOMMENDED ACTION:

Approve the minutes.

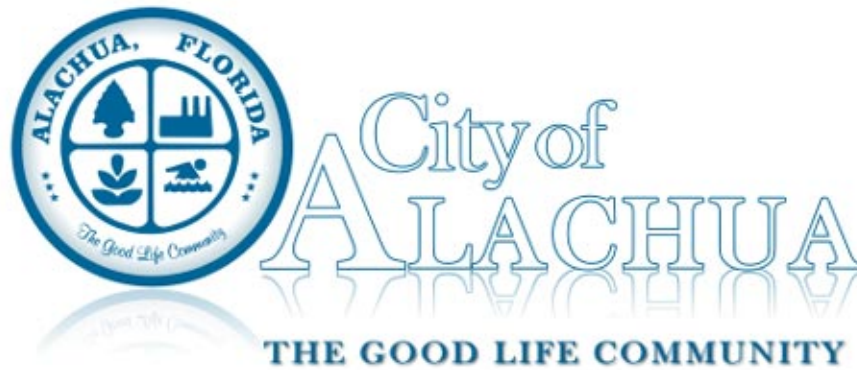
Summary

August 9, 2021 City Commission Meeting Minutes.

ATTACHMENTS:

Description

▢ 21.08.09 Minutes



Regular City Commission Meeting Minutes August 9, 2021

Mayor Gib Coerper
Vice Mayor Shirley Green Brown
Commissioner Jennifer Blalock
Commissioner Dayna Miller
Commissioner Robert Wilford

City Manager Mike DaRoza
City Attorney Marian Rush

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

Meeting Date: August 9, 2021

Meeting Location: James A Lewis Commission Chambers

CITIZENS PRESENT: Lisa Kanarek, Judeth Calle Tanner. STAFF ATTENDING: Robert Bonetti, Vicki Floyd, Carlos Hunt, Donna Myers, Brenda Phillips, Jesse Sandusky, Chad Scott, Justin Tabor, Rodolfo Valladares, LeAnne Williams, Tyler Williams, Cap Wilson, Kathy Winburn.

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 Chief Chad Scott.

PLEDGE TO THE FLAG

Led by Mayor Coerper.

APPROVAL OF THE AGENDA

Commissioner Robert Wilford moved to approve the agenda; seconded by Commissioner Dayna Miller.

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 Miller moved to approve the reading of proposed ordinances and resolutions by title only; seconded by Vice Mayor Shirley Green Brown.

Passed by unanimous consent.

I. SPECIAL PRESENTATIONS

A. Recognition of Nancy L. Baumann and Georgina Kassebaum

Mayor Coerper introduced Ms. Baumann and Ms. Kassebaum.

Ms. Baumann told the Commission what occurred that led to her and Ms. Kassebaum saving a man's life.

Mayor Coerper recognized Alachua County Fire Rescue 21 and Station 25, as they were the responders.

Ron Lewis, of Rescue 21, told more of the story.

Ms. Kassebaum thanked the first responders for their heroism.

B. Elder Options and Vaccine Assistance

Deputy City Clerk LeAnne Williams introduced the presentation.

Lisa Kanarek, J.D., provided the presentation.

Mayor Coerper asked the commissioners for questions or comments.

Commissioner Blalock asked who could request a pop-up event.

Ms. Kanarek stated it was for anyone.

Commissioner Brown thanked Ms. Kanarek for coming and sharing this information.

C. 2021 Constitution Week Proclamation

Deputy City Clerk Williams introduced the proclamation.

Mayor Coerper read the proclamation.

II. COMMENTS FROM CITIZENS ON SUBJECTS NOT ON THE AGENDA

Mayor Coerper opened the floor for comments.

There were no comments.

(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. Resolution 21-18; Planning & Zoning Board Appointment

Deputy City Clerk Williams presented the appointment.

Mayor Coerper asked the commissioners for questions or comments.

There were no questions or comments.

Vice Mayor Brown moved to appoint Joseph Hancock to the Planning & Zoning Board; seconded by Commissioner Jennifer Blalock.

Mayor Coerper opened the floor for comments.

There were no comments.

Passed 5-0 by roll call.

City Attorney Marian Rush read Resolution 21-18 by title only.

Commissioner Brown moved adopt Resolution 21-18, to be finalized to include the name Joseph Hancock; seconded by Commissioner Wilford.

Mayor Coerper opened the floor for comments.

There were no comments.

Passed 5-0 by roll call.

B. North Central Florida Regional Planning Council (NCFRPC) Report

Commissioner Wilford presented the report.

IV. PUBLIC HEARINGS AND ORDINANCES

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

- A. Ordinance 21-09, First Reading: Large Scale Comprehensive Plan Amendment (LSCPA) - A request by Clay Sweger, AICP, LEED AP, of EDA Consultants, Inc., applicant and agent for Envision Seven Limited Liability Company, property owner, for consideration of a LSCPA to amend the Future Land Use Map (FLUM) on a ±16.10 acre subject property from Agriculture to Commercial on ±6.26 acres and from Agriculture to Industrial on ±9.84 acres. Tax Parcel Number 05970-004-000 (Legislative Hearing).

Having been sworn in, Principal Planner Tabor introduced the item and provided the staff report.

Clay Sweger, AICP, LEED AP, Director of Planning, EDA Engineers – Surveyors – Planners, Inc., provided additional information.

City Attorney Marian Rush read Ordinance 21-09 by title only.

Mayor Coerper asked the commissioners for questions or comments.

There were no questions or comments.

Commissioner Miller moved to approve Ordinance 21-09 on first reading; and, authorize City Staff to transmit the proposed Large Scale Comprehensive Plan Amendment to the Florida Department of Economic Opportunity under the Expedited State Review Process; seconded by Commissioner Blalock.

Mayor Coerper opened the floor for comments.

There were no comments.

Passed 5-0 by roll call.

- B. Ordinance 21-10, First Reading: Site-Specific Amendment to the Official Zoning Atlas (Rezoning): - A request by Clay Sweger, AICP, LEED AP, of EDA Consultants, Inc., applicant and agent for Envision Seven Limited Liability Company, property owner, for consideration of a Site-Specific Amendment to the Official Zoning Atlas (Rezoning) to amend the Official Zoning Atlas on a ±16.10 acre subject property from Agriculture (County) to Commercial Intensive (CI) on ±6.26 acres and from Agriculture (County) to Light & Warehouse Industrial (ILW) on ±9.84 acres. Tax Parcel Number 05970-004-000 (Quasi-Judicial Hearing).

City Attorney Rush read Ordinance 21-10 by title only.

Principal Planner Tabor requested the staff report from Ordinance 21-09 be incorporated as the staff report for Ordinance 21-10.

Mayor Coerper asked the commissioners for questions or comments.

There were no questions or comments.

Commissioner Miller moved based upon the competent substantial evidence presented at this hearing, the presentation before this Commission, and Staff's recommendation, this Commission finds the application for a Site-Specific Amendment to the Official Zoning Atlas submitted by EDA Consultants, Inc. on behalf of Envision Seven Limited Liability Company to be consistent with the City of Alachua Comprehensive Plan and in compliance with the Land Development Regulations and approves Ordinance 21-10 on first reading; seconded by Commissioner Wilford.

Mayor Coerper opened the floor for comments.

There were no comments.

Passed 5-0 by roll call.

C. Ordinance 21-11, First Reading; Amending Code Section 38 - Utility Rates Water & Wastewater

City Attorney Rush read Ordinance 21-11 by title only.

Public Services Director Rodolfo Valladares provided the presentation.

Mayor Coerper asked the commissioners for questions or comments.

There were no questions or comments.

Commissioner Wilford moved approve Ordinance 21-11 on First Reading and schedule Second and Final Reading for August 23, 2021; seconded by Commissioner Blalock.

Mayor Coerper opened the floor for comments.

David Moccia asked for clarification between irrigation and reclaimed water.

Mayor Coerper provided information.

Mr. Moccia asked for specifics regarding the charges for waste water.

Public Services Director Valladares provided the information.

Passed 5-0 by roll call.

V. AGENDA ITEMS

A. School Resource Officer Contract for 2021-2022 School Year

Lieutenant Jesse Sandusky introduced the item and provided the staff report.

Mayor Coerper asked the commissioners for questions or comments

Commissioner Blalock asked for clarification regarding the funding.

Lieutenant Sandusky provided the information.

Vice Mayor Brown moved to authorize the Mayor, City Manager and City Attorney to execute the agreement between the School Board of Alachua County (SBAC) and City of Alachua, for provision of the School Resource Officer Program, and submit three signed originals to the SBAC for approval; seconded by Commissioner Blalock.

Mayor Coerper opened the floor for comments.

There were no comments.

Passed 5-0 by roll call.

B. Federal Fiscal Year (FFY) 2020 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - JAG Countywide Funds for Alachua County, Florida

Administrative Services Manager Vicki Floyd introduced the item and made recommendations.

Mayor Coerper asked the commissioners for questions or comments.

Mayor Coerper thanked Administrative Services Manager Floyd for bringing this item to the Commission.

Commissioner Wilford moved to authorize Mayor and Chief of Police to execute the Acceptance of Federal Funding Assistance, and direct staff to remit Acceptance of Federal Funding Assistance to the Florida Department of Law Enforcement; seconded by Commissioner Miller.

Mayor Coerper opened the floor for comments.

There were no comments.

Passed 5-0 by roll call.

C. Renewal of Commercial and Group Health Insurance Packages

Compliance and Risk Management Director Cap Wilson introduced the item and made recommendations.

Mayor Coerper asked the commissioners for questions or comments.

Mayor Coerper thanked Compliance and Risk Management Director Wilson for his work on this item.

Commissioner Wilford stated the summary page in the agenda was very understandable.

Commissioner Miller moved to renew the City Commercial insurance package with the Florida Municipal Insurance Trust (FMIT) at the base premium of \$486,093 the FMIT Group Health Insurance plan at the base premium of \$1,323,511.44, the Dental, Vision, and Life group plans at a combined base premium of \$76,968, the storage tank liability, law enforcement death and disability policies (now including "at work" coverage for all City employees at total extra cost of only \$190.00 per year) at a combined total premium of \$2,804 and direct the City Manager to sign appropriate contract documents; seconded by Commissioner Wilford.

Mayor Coerper opened the floor for comments.

There were no comments.

Passed 5-0 by roll call.

VI. COMMENTS FROM CITIZENS ON SUBJECTS NOT ON THE AGENDA

Mayor Coerper opened the floor for comments.

There were no comments.

(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 expressed how inspired he was hearing the story of Ms. Baumann and Ms. Kassebaum. He thanked the Directors for their work. He reminded the Commission that City Hall would be closed September 6, 2021, for Labor Day.

City Attorney Rush commended City Manager DaRoza for his work.

VIII. COMMISSION COMMENTS/DISCUSSION

Commissioner Blalock reminded the community that school would be starting August 8, 2021. She stated she was excited for the upcoming conference.

Commissioner Wilford thanked:

1. Ms. Baumann and Ms. Kassebaum
2. Chief Scott

He attended:

1. Florida Regional Council Association meeting
2. Summer Camp to see the kids off to Universal Studios
3. Groundbreaking ceremony for Hare Krishna, where he was a speaker
4. Adam Boukari's farewell
5. Alachua Chamber of Commerce monthly meeting
6. Barnas' Celebration of Life ceremony
7. Dot Evans' Celebration of Life Ceremony

Vice Mayor Brown thanked Chief Scott for the inspirational prayer, and Ms. Kanarek for her informational presentation from Elder Options. She welcomed City Manager DaRoza to his new position.

Commissioner Miller stated she attended Ms. Evans' Celebration of Life Ceremony.

Mayor Coerper thanked Ms. Baumann and Ms. Kassebaum for their heroic acts.

ADJOURN

Commissioner Wilford moved to adjourn; seconded by Vice Mayor Brown.

CONSENT AGENDA

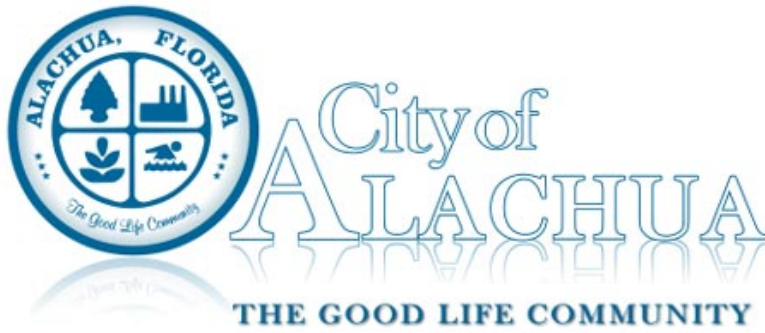
CONSENT AGENDA ITEMS

ATTEST:

CITY COMMISSION OF THE
CITY OF ALACHUA, FLORIDA

Mike DaRoza, City Manager/Clerk

Gib Coerper, Mayor



Commission Agenda Item

MEETING DATE: 8/23/2021

SUBJECT: Fiscal Year 2020-2021 Write Offs

PREPARED BY: Stephanie L. Herlong, Utility Billing Manager

RECOMMENDED ACTION:

Approval of the write off for bad debts for FY 20-21

Summary

The bad-debt write-off list (Attachment A) represents a total write-off of \$20,125.66 for Fiscal Year 2020-2021. This list consists of accounts which staff has tried to collect through a series of collection letters. This amount equates to less than one-third of one percent of the budgeted gross revenue for electric, water, waste water, solid waste, and mosquito services.

Last fiscal year, the City wrote off \$28,982.23 and collected \$973.71 from previous write-offs. Upon approval of this write-off amount, these accounts will be listed in our bad-debt listing. Staff checks the bad-debt listing prior to rendering new utility services in an effort to recover previously written off amounts. Staff has collected \$9,453.67 from previous write-offs (Attachment B) during the current fiscal year.

FINANCIAL IMPACT: Yes

BUDGETED: Yes

AMOUNT: \$20,125.66

FUNDING SOURCE: General Fund, Electric Fund, Water Fund, Mosquito Fund, Waste Water Fund

ATTACHMENTS:

Description

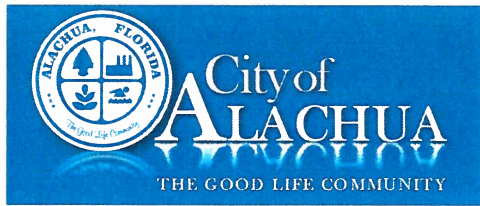
- ▢ Write-offs FY-21 Attachment A
- ▢ Paid Write-offs FY-21 Attachment B

<u>ACCOUNT #</u>	<u>CUSTOMER NAME</u>	<u>BALANCE</u>
26549	DON ANDREWS	\$134.95
26270	DAVID WILLIAMS	\$74.60
27946	EDGAR BAEZ	\$159.48
28266	RAYMOND ADDISON JR	\$306.65
28524	ODIS BROOKER	\$261.51
13313	VALERIE GIBBS	\$377.64
25544	CRYSTAL STROWBRIDGE	\$391.86
27625	CATHERINE CLOER	\$786.63
27315	NATHAN SIGRIST	\$62.86
19774	MICHELLE DUNMORE	\$206.33
25157	LUIS CORREA	\$30.92
26164	RYAN CASTRO	\$16.52
26863	CHARLES JONES	\$108.23
27241	AMBER FITZCHARLES	\$335.55
28093	RAVEN MILES	\$243.16
27108	TAKILA DAWSON	\$269.41
28089	JACOB JONES	\$208.00
23102	OMEGA YOUNG	\$182.58
24690	CONNIE SPEAR	\$33.49
25469	DETRICE ERVIN	\$2.15
26831	JOHNNIE STRICKLAND	\$449.88
9543	RUBYE D BOOZER	\$67.15
28784	MATTHEW DANDRON	\$263.27
25704	BENNIE HARPER	\$325.14
27060	JUSTIN VIGNOLA	\$69.93
19199	JAMES COOPER	\$347.82
26552	EARL KING	\$184.32
27929	WILLIE HOWARD	\$84.34
27774	GAIL MCKINNOND	\$292.88
28964	JAKESHIA LILLIE	\$51.56
25308	MEGAN WORTH	\$151.82
28079	MICHAEL BARBER	\$129.78
26086	RANAE GARRIGAN	\$55.52
26677	ANGIE PEELER	\$77.68
28122	FRANK SIMMONS	\$379.88
11772	LYNN MORGAN	\$452.93
28631	DONNA JONES	\$158.69
23866	JANA ROCKFIRE	\$320.08
25806	KRYSTAL JENKINS	\$709.09
24697	TERRY BENNETT	\$310.18
26417	JORDAN LOUNSBERRY	\$94.68
22191	MELISSA DEMOORE	\$131.68
20418	LUGENE MOORE	\$233.58
28778	NICOLE CORTINAS	\$350.58
24454	BRANDON GREEN	\$210.38

24956	WAKENA ROBINSON	\$413.06
28321	CHRISTOPHER ALFORD	\$378.29
29168	VALENCIA JACKSON	\$662.38
27910	TABRISHA POOLE	\$16.10
29112	CODY BRODERICK	\$128.24
29198	KEVIN SHANE NAPIER	\$70.00
17451	BNAI GENDLEMAN	\$288.09
29038	KESHAWN WALDEN	\$84.37
29210	AMERICAN SITE AND UTILITIES	\$3,273.50
23766	CHASE WILKERSON	\$797.38
2498	CHRISTI FOX	\$587.66
27411	NAJEE JAMERSON	\$207.63
28630	TERRI TRAVIS	\$408.75
28947	STEPHANIE ALEXANDER	\$753.65
29307	DARRIN PORTWOOD	\$231.99
29462	KRISTIN SILVA	\$40.87
24659	EDWARD RAPPAPORT	\$1,087.04
23406	ASHLEY HALL	\$97.43
27202	KEVIN ADAMS	\$503.87
Total Writeoff FY-21		\$20,125.66

RECEIPT ITEMS REPORT FOR CITY OF ALACHUA
Post Date from 10/01/2020 - 09/30/2021 Open And Completed Receipts
Receipts Items: W.OFF

<u>Account #/Date</u>	<u>Description Received Of</u>	<u>Amount</u>
00984 10/01/2020	ROY FAIRLEY	500.00
00984 12/01/2020	ROY FAIRLEY	512.00
25129 01/12/2021	KAREN MOE	139.50
25912 03/15/2021	DOMINIQUE BAKER	115.97
Multiple Accounts 03/24/2021	WINDSTREAM	<u>8,186.20</u>
	Total Paid Write offs FY-21	9,453.67



City Commission Meeting Sign In

August 26, 2021

23

	Name (Please Print)
(Please Print) Ralph Williams	(Please Print)
(Please Print) Rodney Lora	(Please Print)
(Please Print) Cory Wilson Lora	(Please Print)
(Please Print) Stephanie L Herby	(Please Print)
(Please Print)	(Please Print)
(Please Print)	(Please Print)
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